



PRESTIGE

UNDERWRITING IRELAND

MOTOR TRADE ROAD RISKS POLICY BOOKLET

UNDERWRITTEN BY



YOUR INSURANCE

This document is a legally binding contract of insurance between you and us (Allianz p.l.c.). The contract is based on the information you gave us in the proposal form you signed or a statement of fact that you have made.

We agree to insure you under the terms, conditions and exceptions contained in this booklet and any endorsements that apply to this booklet. You are insured for any liability, loss or damage that occurs during any period of insurance for which you have paid, or agreed to pay a premium.

Unless we have agreed otherwise with you, this insurance is governed by the law operating in the Republic of Ireland

GUIDANCE NOTES

We rely on the information you gave us being correct and complete. If it was not you may not be covered by this insurance.

You must tell us about changes in the information you gave us. If you do not, you may not be covered by this insurance.

You must also tell us about any changes you want us to make to this document.

**ALL CORRESPONDENCE RELATING TO THIS CONTRACT SHOULD BE
ADDRESSED TO:**

**Prestige Underwriting Services (Ireland)
Ground Floor, Teach Chinn Aird
Ashe Street
Cavan
Co Cavan
Ireland**

UNDERWRITTEN BY: Allianz p.l.c.

This policy is issued and administrated by Prestige Underwriting Services (Ireland) Limited on behalf of Allianz p.l.c. Prestige Underwriting Services (Ireland) limited is regulated by the Central Bank of Ireland.

Allianz p.l.c. is regulated by the Central Bank of Ireland. Registered in Ireland No. 143108

Allianz p.l.c.
MOTOR TRADE ROAD RISKS INSURANCE
POLICY DOCUMENT

The Policy, any **Endorsements** and the **Schedule** shall be considered together as one contract and any word or expression to which a specific meaning has been given in any of them shall bear such meaning wherever it appears.

The **Insured** and Allianz p.l.c. (hereinafter referred to as “the **Company**”) agree that:

1. The **Proposal** and declaration by which the **Insured** has applied to the **Company** for this insurance shall be incorporated into and form part of this contract;
2. The **Insured** will pay the Premium on demand;
3. The **Company** will provide insurance subject to the terms of this Policy while an **Insured Vehicle** is:
 - (a) being used on any road or temporarily garaged or parked during the course of a journey in or on any premises not owned by or in the occupation of the **Insured** or any partner, director employee or person named or described in the **Schedule**;
 - (b) garaged in the private domestic garage or parked at the private residence of the **Insured** or any partner or director named or described in the **Schedule**; in respect of accident, injury, loss or damage occurring in Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man or the Channel Islands (or in the course of transit or any process of loading and unloading) during the **Period of Insurance**;
4. The following shall be conditions precedent to any liability of the **Company** to make any payment under this Policy:
 - (a) the observance of the terms and conditions of this Policy relating to anything to be done or complied with by the **Insured**;
 - (b) the statements and answers given in the **Proposal** are to the best of the **Insured's** knowledge correct and complete;
 - (c) the need for full disclosure of any information which may affect the underwriting of a risk at renewal, or in the case of additional driver(s) at the time of inclusion to the policy;

Your attention is drawn to the **Privacy Notice**, starting on page 17 of this document, for information on how we obtain, use and look after your data.

DEFINITIONS

These words have the same meaning wherever they are used in this insurance:

1. **Certificate of Insurance** shall mean
The document showing that the Policy meets the legal requirements for insuring motor vehicles (under the Road Traffic Act).
2. **Company** shall mean
Allianz p.l.c.
3. **Endorsement** shall mean
An amendment to the terms of this insurance.
4. **Insured** shall mean
The person(s) as shown on the **Schedule** of Insurance.
5. **Insured Vehicle** shall mean
Any motor vehicle the property of the **Insured** or in his custody or control for Motor Trade purposes but excluding:
 - (i) Any vehicle registered in the **Insured's** name or his/her spouse and specifically insured elsewhere;
 - (ii) Any vehicle transporter which has a carrying capacity in excess of two vehicles inclusive of trailers;
 - (iii) Any motorcycle, motor tricycle (trike), quad-bike or moped;
 - (iv) Any vehicle with a seating capacity in excess of eight persons;
 - (v) Any commercial vehicle with a gross vehicle weight in excess of 7.5 tons unless specified in the **Schedule** of insurance;
 - (vi) Any Plant, Machinery, Agricultural or Special Type vehicles (except tractors);And shall include any other motor vehicle details of which have been supplied to and accepted by the **Company** provided that the **Certificate of Insurance** delivered to the **Insured** remains effective.
6. **Licence** shall mean
Republic of Ireland driving licence or European Licence (which has been held for a minimum of 12 months).
7. **Period of Insurance** shall mean the period specified in the **schedule**.
8. **Proposal** shall mean
The **Proposal** which has been completed and signed by the **Insured** and any other information given to the **Company** by the **Insured** and/or their representative.
9. **Schedule** shall mean
The document issued with your Policy booklet which shows details of the **Insured, Period of Insurance, Endorsements** applicable, excess(es) and the cover provided.

COVER APPLICABLE
(See latest **Schedule** issued)

COVER	Sections Operative
Comprehensive	All sections
T.P.F.& T	1,2(2)&(3), 3,4,5,6&7
T.P.O.	1,3,4,5,6&7

Cover as specified in the Operative Endorsements
Section of the **Schedule**.

SECTION 1 - LIABILITY TO THIRD PARTIES

- (1) Indemnity to the insured
- (a) The **Company** will indemnify the **Insured** against their legal liability in connection with the **Insured Vehicle** (inclusive of any one trailer attached to the **Insured Vehicle**) for damages and claimant's costs and expenses and all costs and expenses incurred with their prior written consent in respect of:
- (i) Accidental death of or bodily injury to any person or persons caused by or arising out of the use of the **Insured Vehicle**;
- (ii) Accidental damage to property (not belonging to or in the custody or control of the Insured or being conveyed by or in the **Insured vehicle**) caused by or arising out of the use of any such vehicle (including the loading or unloading of such vehicle) but the indemnity against liability for such damage is limited to €1,300,000 in respect of any one claim or number of claims arising out of one event.
- (b) The **Company** will at the **Insured's** request (or may at their option) arrange for and will pay the fee of a Solicitor to represent the **Insured**:
- (i) At any Coroner's Inquest or Fatal Enquiry in respect of any death;
- (ii) In any Court of Summary Jurisdiction in any proceedings in respect of any Act caused by or relating to any event which may be subject of indemnity under this Section.
- (2) Indemnity to other persons
- The **Company** will under the terms of Sub Section (1) indemnify:
- (a) Any person driving the **Insured Vehicle** as shown on the **Certificate of Insurance**;
- (b) At the request of the **Insured** any passenger who is in or mounting into or dismounting from the **Insured Vehicle**.
- (3) In the event of the death of any person entitled to indemnity under this Section the **Company** will, in respect of the liability incurred by such

person, indemnify his legal representatives under the terms and conditions of this Insurance.

EXCLUSIONS TO SECTION 1

The **Company** shall not be liable:

(a) Unless the person driving holds a **licence** to drive such vehicle or has held and is not disqualified from holding or obtaining such a **licence**; (b)

Under Sub Section 2 or 3 to indemnify any person:

- (i) Unless he shall observe, fulfil and be subject to the terms, exclusions and conditions of this insurance in so far as they can apply;
 - (ii) If he is entitled to indemnity under any other insurance;
 - (iii) In the event of any claim which, if made against the **Insured**, would not have been the subject of indemnity under this Insurance;
- (c) In respect of death of or bodily injury to any person arising out of and in the course of such person's employment by the person claiming to be indemnified under this Section except so far as is necessary to meet the requirements of the European Community Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 90/232/EEC);
- (d) in respect of damage to property belonging to or held in trust by or in the custody or control of the **Insured**, passenger or of any person specified in the **Certificate of Insurance** and claiming indemnity under this Section or damage to any property being conveyed by the **Insured Vehicle**;
- (e) in respect of damage to any motor vehicle in connection with which indemnity is provided by this insurance;
- (f) In respect of damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything beneath such surface caused by the weight or vibration of the **Insured Vehicle** or its load;
- (g) In respect of liability incurred by the **Insured** arising out of the operation as a tool of trade of such motor vehicle or of plant forming part thereof or attached thereto;
- (h) In respect of death of or bodily injury to any person or damage caused by or arising out of or in connection with the bringing of a load to such vehicle for loading thereon or the taking away of any load from such vehicle after unloading therefrom;
- (i) Loss, damage or liability caused by pollution or contamination arising out of the seepage of the load from the **Insured Vehicle**;
- (j) In respect of death or bodily injury to any person being conveyed in or on a semi-trailer as defined in the he European Communities (Road

Traffic) Regulations, 1992 (Statutory Instrument No. 347/1992) connected by any means whatsoever to an **Insured Vehicle** which is being used in a public place.

(k)

SECTION 2 - LOSS OR DAMAGE

The **Company** will indemnify the **Insured** in respect of the **Insured Vehicle** (including its standard accessories while thereon) against:

- (1) **Damage (other than by Fire or Theft)**
Loss of or damage other than by Fire or Theft as defined in Sub Section 2(Fire) or 3(Theft) of this Section.
- (2) **Fire**
Loss or damage caused by Fire, Lightning, Self-ignition or Explosion.
- (3) **Theft**
Loss or damage caused by Theft or Burglary or any attempt thereat.

The **Company** may at their own option repair, reinstate or replace the **Insured Vehicle** or any part or accessory thereof, or may pay in cash the amount of the loss or damage not exceeding the Trade Market Value of any vehicle owned by the **Insured** or Partner, or the market value of any other **Insured Vehicle** at the time of loss but in no event shall the **Company** be liable for a sum greater than the value advised to the **Company** or the limit of indemnity as endorsed on the **Schedule** of Insurance.

If to the knowledge of the **Company** the **Insured Vehicle** is the subject of a Hire Purchase Agreement, payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the **Company** in respect of such loss or damage.

CONDITIONS TO SECTION 2

- (1) **Repairs** - If the **Insured Vehicle** is disabled by reason of loss or damage for which the **Company** are liable under this Section, the **Company** will bear the reasonable cost of safeguarding and for the removal of the **Insured Vehicle** to the nearest competent repairer or to a suitable place for safety, together with the cost of redelivery of the vehicle to the **Insured's** address herein, provided that the liability of the **Company** shall not include the cost of any transit beyond the country in which the event giving rise to the claim occurred unless specifically agreed.

The **Insured** may select his own repairer and upon arrival of the **Insured Vehicle** at the repairer's premises the **Insured** shall obtain a detailed estimate of the cost of repairing such vehicle and shall immediately submit same for approval to the **Company**.

No new part or accessory shall be ordered or supplied without the prior written consent of the **Company**.

The **Company** reserves the right, if they or their representative consider the estimate forwarded unreasonable, to arrange for the removal of the **Insured Vehicle** to other repairers. When a new part or accessory is not obtainable from the manufacturers (or in the case of a vehicle of foreign manufacture, is not obtainable in the Republic of Ireland at the time of the loss or damage), the liability of the **Company** in respect of such damaged part or accessory shall be limited to the manufacturers' last list price.

The **Company** shall not be liable for any delay where new parts have to be obtained nor shall they be liable for loss of use of the **Insured Vehicle** or any depreciation in value.

- (2) In the event that the **Insured Vehicle** is stolen and remains unrecovered by the time agreement is reached as to a settlement value, it shall be a condition of any such settlement that the **Insured** will complete the applicable section of form VLC (Vehicle Registration Document) transferring ownership of the vehicle to the **Company** thus allowing the **Company** to record its ownership of the vehicle with the licensing authority and to allow the **Company** to retrieve and dispose of the vehicle to its best advantage in the event that the vehicle is, subsequent to settlement, later recovered.

EXCLUSIONS TO SECTION 2

The **Company** shall not be liable for:

- (1) (a) Loss of use, indirect losses, depreciation, diminution of value following repairs, wear and tear, mechanical, electrical, electronic and computer breakdowns, failures or breakage;
(b) Any delay where new parts or accessories have to be obtained. Should any part or accessory be unprocurable the liability of the **Company** shall be limited to the Manufacturer's last list or published price for such part or accessory;
- (2) Damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (3) Loss, destruction or damage directly occasioned by pressure waves by aircraft and other aerial devices travelling at sonic or supersonic speeds;
- (4) Any Loss of or damage to stereos or any other sound reproduction equipment, mobile telephones, citizens band radio and any other personal effects;
- (5) Any loss destruction of or damage to tools;
- (6) Any loss suffered by the **Insured** due to any person obtaining any property by deception, fraud or trickery;
- (7) Damage by frost unless the **Insured** has:

- (a) Added to the water in the water system anti-freeze solution and has maintained the solution in such proportion; or
- (b) when the vehicle is not in use, completely drained the water from the radiator the cylinder block and the entire circulatory water system by all plugs or taps provided;
- (8) Damage caused by the fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on his behalf;
- (9) loss of or damage to any **Insured Vehicle** resulting from the theft or attempted theft when the ignition keys have been left in or on the **Insured Vehicle** or if all the doors, windows and other openings have not been closed and locked or where there has been no signs of forcible entry;
- (10) Loss or damage occasioned by theft or attempted theft or any malicious act expedited by or in any way brought about by the Insured or where;
 - a) Insured's act or omission caused the loss or damage
 - b) The Insured abetted or colluded in the act, omission or
 - c) The Insured consented to the act, omission or use of the insured vehicle and knew or ought to have known that the act or omission would cause the loss or damage
- (11) Loss or damage of any **Insured Vehicle** by deception by a purported purchaser or agent;
- (12) Loss or damage to any **Insured Vehicle** resulting from theft or attempted theft by a prospective purchaser or agent;
- (13) Loss or damage to any **Insured Vehicle** whilst in the process of being repossessed by the **Insured**;
- (14) Loss or damage to any **Insured Vehicle** whilst being towed, lifted or transported by the **Insured** or by any person named in the **Schedule** or **Certificate of Insurance**;
- (15) Loss or damage to any trailer and for goods carried on or within any trailer;
- (16) Loss or damage by fire, theft or accidental damage to any vehicle of American/Canadian manufacture which is 20 years or more old, any vehicle that has been customised, modified or supercharged and any vehicle over 25 years old from date of manufacture unless notified and agreed by **the company**
- (17) The first €1000.00 of any loss when the **Insured Vehicle** is a foreign import. This excess amount operates in addition to any other Excess Clause or Exclusion, which may be applied.
- (18) An amount (as specified below) when the **Insured Vehicle** is being driven by or in the charge of for the purpose of being driven by any person to whom indemnity is afforded where such person:
 - (i) Is under 21 years of age – the amount of €1000.00
 - (ii) is aged 21-24 years inclusive - the amount of €500.00;
 - (ii) Is 25 years of age or over but is the holder of a Provisional Licence or has less than 12 months driving experience since obtaining a permanent licence in the Republic of Ireland - the amount of €500.00. This excess amount operates in addition to any other Excess Clause or Exclusion which may be applied.

The **Insured** shall reimburse the **Company** in respect of any amount not exceeding the aforementioned sum for which the **Company** make payment in respect of any claim which may be the subject of indemnity under the insurance even though such payment may have been expressed to be made ex-gratia or without prejudice. The expression 'Claim' shall mean a claim or series of claims arising out of one event.

SECTION 3 - TOWING DISABLED VEHICLES

This Insurance shall be operative whilst the **Insured Vehicle** is being used for the purpose of towing any one disabled mechanically propelled vehicle and the **Company** will indemnify the **Insured** under the terms of Section 1 of this insurance in respect of liability in connection with the towed vehicle. Provided always that;

- (a) The **Company** shall not be liable in respect of damage to the towed vehicle or property being conveyed by such vehicle

SECTION 4 - NO CLAIM BONUS

In the event of no claim being made or arising under this Policy the **Company** will allow a discount from the renewal premium calculated in accordance with the **Company's** published scale for motor trade policies. In the event of a claim all discounts will be disallowed. Discount allowance will be at the sole discretion of the **Company**.

SECTION 5 - LEGAL EXPENSES

The **Company** may, at the request of the **Insured**, arrange and pay legal defence costs up to a sum not exceeding €1300.00 in the event of proceedings for manslaughter or reckless or dangerous driving causing death being taken against any licenced driver in respect of any death which may be the subject of indemnity under Section 1 of this Insurance.

The **Company** reserve the right at any time to relieve themselves of further liability in respect of such legal defence costs upon payment to the **Insured** of the amount of the Underwriters' total liability as stated above less the costs and expenses incurred to date. This Section shall not apply:

- (a) To any person under 21 years of age or over 65 years of age;
- (b) To any person who has been previously convicted of manslaughter or causing death by reckless or dangerous driving or of driving under the influence of alcohol or drugs.

SECTION 6 - EMERGENCY TREATMENT

The **Company** will indemnify any person as named in the **Certificate of Insurance** against legal liability under the Road Traffic Act to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of the Act applies. A Payment made by reason of this Section shall not be deemed to be a claim under this Insurance for the purposes of Section 4 - No Claims Bonus.

SECTION 7 - FOREIGN TRAVEL

- (1) **European Community** In respect of the use of an **Insured Vehicle** the **Company** will provide the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Union and any other country in respect of which the Council of the European Union is satisfied that arrangements have been made or may in the future be made to follow European Union Directives which have been or will be approved by the Council of the European Union.
- (2) **International Motor Insurance Certificate (Green Card)** Subject to the consent of the **Company**, payment of an additional premium and the issue by the **Company** of an International Motor Insurance Certificate (Green Card) in respect of the **Insured Vehicle**, the indemnity granted by this Policy shall be operative while the **Insured Vehicle** is on or in transit to and from any country specified (and not deleted) in such International Motor Insurance Certificate (Green Card) for the period of validity stated therein.
- (3) **Spain - Guarantee or Deposit (Bail Bond)** Subject to the payment of a further additional premium, if as a direct result of an accident occurring in Spain which is or might be the subject of indemnity under this Policy, the **Insured** and/or the driver an **Insured Vehicle** with the **Insured's** permission at the time of the accident is detained or an **Insured Vehicle** is impounded by the Spanish authorities and a guarantee or monetary deposit is required for their release the **Company** will furnish such guarantee or deposit not exceeding €1300.00 in all provided that such accident and the requirement of such guarantee or deposit occur during the period of validity of an International Motor Insurance Certificate (Green Card) applicable to Spain issued to the **Insured** by the **Company**.
Immediately the guarantee is released or the deposit becomes recoverable the **Insured** and/or the driver shall comply with all necessary formalities and give the **Company** all such information and assistance as it may require to obtain the cancellation of the guarantee or return of the deposit. If the guarantee or deposit is wholly or in part forfeited or taken for the payment of fines or costs in or as the result of any penal proceedings against the **Insured** and/or the person driving the **Insured Vehicle** shall repay such amount to the **Company** on demand.

AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY

Nothing in this Insurance or any endorsement thereon shall affect the right of any person indemnified by this Insurance or of any other person to recover an amount under or by virtue of the provisions of the law of any territory in which the Insurance operates relating to the Insurance of liability to Third Parties. But the **Insured** shall repay to the **Company** all sums paid by the **Company** which the **Company** would not have been liable to pay but for the provisions of such law.

GENERAL EXCLUSIONS (Applicable to all Sections)

The **Company** shall not be liable in respect of:

1. Any accident, injury, loss, damage or liability occurring whilst any **Insured Vehicle** is being:
 - (a) Used otherwise than in accordance with the Limitations as to Use specified in the **Certificate of Insurance**;
 - (b) Driven by or is in the charge of any person who is not named on the **Certificate of Insurance** under section 5 Persons Entitled to Drive;
 - (c) Used for hire or reward or is drawing any trailer except as provided in Section 3 hereof or otherwise endorsed hereon;
 - (d) Used for any Competition, Rally or Trial;
 - (e) Driven by any person who does not hold a licence to drive such motor vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;
 - (f) Driven by any person being the holder of a Provisional Driving Licence who is not conforming with the terms and limitations of such licence;
2. Any accident, loss, damage or liability:
 - (a) Arising out of the explosion of the boiler of any vehicle as described herein other than death or bodily injury caused by or arising out of the use of such vehicle on a road in Republic of Ireland within the meaning of the Road Traffic Act;
 - (b) For damage to property caused by sparks or ashes from the **Insured Vehicle** or from any trailer or plant attached to or detached from such vehicle;
 - (c) To the **Insured Vehicle** arising out of or in connection with the obtaining of the **Insured Vehicle** by deception or attempted thereat, fraud or trickery.

3. Any legal liability which attaches by virtue of any agreement or contract but which would not have attached in the absence of such agreement or contract.
4. (a) Loss of, destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from or any indirect losses;
OR
(b) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - (i) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Any consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection or military or usurped power.
6. Any accident, injury, loss or damage (except under Section 1) arising during (unless it be proved by the **Insured** that at the accident, injury, loss or damage was not occasioned thereby) or in consequence of:
 - (a) earthquake, or
 - (b) riot or civil commotion occurring elsewhere than in Republic of Ireland, Great Britain, the Isle of Man or the Channel Islands.
7. Any accident, injury, loss, damage and/or liability (whether within the Road Traffic Act or not) caused, sustained or incurred whilst any Vehicle, with which Insurance and/or indemnity is granted hereunder is being used, for Public or Private hire, or for the carriage of passengers for hire or reward, or for the carriage of goods of a hazardous or explosive nature, or for the conveyance of a load in excess of the maximum set against such vehicle in the **Schedule**, contained in the **Proposal** form or thereafter as declared to and accepted by Underwriters.
8. Any injury, loss or damage caused directly or indirectly by pollution or contamination unless the pollution or contamination is directly caused by one incident at a specific time and place during the period of insurance and is sudden, identifiable, unintended and unexpected. The pollution caused by one incident will be considered to have occurred at the time the incident took place.
9. Any accident, injury, loss, damage and/or liability of whatsoever nature whilst the **Insured Vehicle** is in or on that part of an Aerodrome, Airport, Airfield or Military Base provided for:
 - (a) the take-off or landing of aircraft and for the movement of aircraft on the surface;
 - (b) aircraft parking across aprons including the associated service road, refuelling areas and ground equipment parking areas.

10. Bodily injury or loss of or damage to property caused by or through or in connection with anything sold, transported or supplied by or on behalf of the **Insured** other than such injury or damage occurring due to an accident to the conveying vehicle or due to accidental spillage of goods from the **Insured Vehicle** or shifting of the load on the **Insured Vehicle**.
11. Any accident, loss, damage, injury or liability caused, sustained or incurred in respect of:
 - (a) Any **Insured Vehicle** which is parked, kept on, adjacent to or within a radius of 400 metres to any Motor Trade Premises other than the Insured's or Partner's private residence;
 - (b) Any **Insured Vehicle** that is parked, kept on or adjacent to any private residence of an **Employee** as stated in Section 5 of the **Certificate** of insurance unless specifically agreed and accepted by the **Company**
 - (c) The fixture of any faulty part or accessory or by defective workmanship or by work being undertaken on the **Insured Vehicle** by the **Insured** or by any person acting on their behalf;
 - (d) Any motor vehicle owned, hired, loaned by or subject of a hire purchase agreement with the Insured's Employee and/or having the statutory registration in their name.
12. Any accident, loss, damage, injury or liability in respect of any motorised or towed caravan for:
 - (a) any fire or explosion arising from the use of heating or cooking equipment;
 - (b) any Claim under Section 2 (Loss or Damage) to any contents or permanent fixtures and fittings.
13. Any claim under Section 1 of this insurance, arising out of the carriage, preparation, sale or supply of any foods or drinks from the **Insured Vehicle** or to any loss of or damage to food and drink arising out of the defect of any equipment used in connection with the carriage of food or drink.
14. Any accident occurring whilst the **Insured Vehicle** is being driven or used in an unroadworthy or unsafe condition or while it is carrying passengers or goods of such a number or such a weight or size or in such a way as is likely to impair the safe driving or control of the vehicle, or is likely to cause damage to any person or property whether in or on the **Insured Vehicle** or not.
15. Any loss or damage which at the time of the occurrence of such loss or damage is insured by or would be, but for the existence of this Insurance, be insured by any other existing insurance except in respect of any excess beyond the amount which would have been payable under such other insurance had this Insurance not been affected. Provided always that nothing in this Exclusion shall impose on the **Company** any liability from which they would have been relieved under Exclusion (b) (ii) to Section 1.
16. Any fine, penalty or punitive or exemplary damages.

17. The **Company** shall not be liable under this insurance for any loss or damage while the **Insured Vehicle** is being driven by, or is in the charge of, the person(s) named in Section 5 of the **Certificate of Insurance** if they are or have been convicted of a drink/drugs offence, or it is proven to the satisfaction of the Underwriters that they were under the influence of drink/drugs at the material time.
18. Any hire vehicle offered to the **Insured** for the period of repair by any TP insurer, Accident Management Company, or other such organisation unless specifically agreed by Underwriters.
19. The **Company** shall not be liable under this insurance whilst any Non ROI/UK registered vehicle is in the custody or control of the **Insured** or permitted driver, once the vehicle has been in the Republic of Ireland for a period exceeding 28 days.
20. The **Company** shall not be liable under this Insurance whilst any unregistered vehicle is in the custody or control of the **Insured** or permitted driver for a period exceeding 28 days.

CLAIMS CONDITIONS **(Applicable to all Sections)**

1. The **Insured** or his legal personal representatives shall give notice in writing to the **Company** as soon as possible after the occurrence of any accident, injury, loss or damage with full particulars thereof. Every letter, claim, writ, summons and process shall be notified and forwarded to the **Company** immediately on receipt. Notices shall also be given in writing to the **Company** immediately the **Insured** or his legal personal representatives shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this Insurance.
2. No admission of liability, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured** or any person claiming to be indemnified without the written consent of the **Company** who shall be entitled if they so desire to take over and conduct in the name of the **Insured** or such person the defence or settlement of any claim or to prosecute in the name of the **Insured** or such person for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the **Insured** and such person shall give all such information and assistance as the **Company** may require.
3. Provided it is permitted by relevant legislation the **Company** may at any time pay to the **Insured** the amount of the Limit of Indemnity (less any sum already paid during the **Period of Insurance** less also any Policy Excess

applying or any lesser amount for which in the **Company's** opinion any claim or claims can be settled) and shall then cease to have the conduct and control of the claim or proceedings and shall be under no further liability in respect of such claim or claims except for costs and expenses incurred prior to the date of such payment for which the **Company** is liable hereunder. The **Company** shall not be responsible for any loss which the **Insured** may claim to have sustained by reason of the **Company** having so acted.

GENERAL CONDITIONS

(Applicable to all Sections)

1. (a) The **Company** or the **Company's** duly authorised agent may cancel this Insurance by giving not less than seven days' notice from the date of the despatch of a letter to the **Insured** at his last known address. On the return of the current **Certificate of Insurance** the **Company** will refund a proportionate amount based on short period rates as shown below of the premium for the unexpired **Period of Insurance**. OR,
(b) The **Insured** or the **Insured's** duly authorised agent may cancel this insurance on the date of the return of the current **Certificate of Insurance** and provided that there has not been a loss or accident likely to give rise to a claim during the **Period of Insurance**, the **Insured** shall be entitled to a return of premium at the **Company's** Short Period Rates as shown below for the time the Insurance has been in force. When Insurance is cancelled the **Insured** is required to return to the **Company** immediately the current **Certificate of Insurance** in accordance with the Road Traffic Act or the equivalent of any superceding legislation. Provided this insurance is an annual contract, the premium will, upon cancellation, be refunded pro rata less the short period charge of one month's premium, which is retained by Prestige Underwriting Services (Ireland) Limited. No refund will be allowed if any claim has been made, during the period for which insurance cover was provided.
2. **Evidence motor trader**
The **Company** may at any time request the following documentary evidence of active trading:-
 - (a) Copies of purchase receipts and sales invoices for any vehicle bought or sold or copies of purchase receipts or sales invoices or any parts etc.

- (b) Copies of any advertisements for the motor trade business
- (c) A copy of the **Company** accounts
- (d) Copy of the **Company** letterhead (if available)
- (e) Copy of stock book

Failure to supply sufficient evidence may result in this insurance being cancelled or void and indemnity to all claims declined.

3. The **Insured** shall take all reasonable steps to safeguard the **Insured Vehicle** from accident, damage or loss and to maintain and keep it in a proper state of repair and condition.
The **Insured Vehicle** shall be available at all reasonable times for inspection by the **Company** or their duly authorised agents.
4. The **Insured** shall be responsible for the removal of ignition keys from in or on the vehicle and to ensure all doors, windows and other openings have been closed and locked.
5. If any difference shall arise as to the amount to be paid under this Insurance (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf or the time being in force. Where any difference is by this Condition to be referred to arbitration the making of an Award shall be a condition precedent to any right of action against the **Company**.
6. The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Insurance in so far as they relate to anything to be done or complied with by the **Insured** and the truth of the statements and answers in the said **Proposal** shall be conditions precedent to any liability of the **Company** to make any payment under this Insurance.
7. If the **Insured** or anyone acting on their behalf makes any claim which is false or fraudulent, as regards amount or otherwise, or produce any documentation which is false or proven to be stolen, this insurance shall become void and all claims hereunder shall be forfeit.
8. This Insurance is a contract personal to the **Insured**, and is not assignable in any case whatsoever, and no person save the **Insured**, or in the case of his death his Legal Personal Representative, who shall have any right against the **Company** either as Assignee or Transferee or any right of indemnity, or of any right to receive monies payable hereunder whether admitted or not, in any other case whatsoever save as appears by endorsement.
9. The **Insured** shall notify the **Company** immediately of any material change or alteration to this insurance, including changes of address, nature of

vehicles to be covered (as stated on the **Proposal** form or renewal declaration), occupation, use, drivers, main user, motoring convictions, disabilities, or any disease or physical infirmity which could impair the person's ability to drive. Failure to do so may result in this insurance being void and all claims forfeited.

10. The parties to the contract are free to choose the law which will apply and unless specifically agreed to the contrary this Policy will be subject to the law operating in the Republic of Ireland.
11. This Policy shall only cover damages adjudged against a person **Insured** hereunder and claimants costs and expenses recoverable from such person subject to the original action or suit for such damages being brought in and finally adjudicated in any country which is a member of the European Community or any other country in respect of which the Commission of the European Community is satisfied that arrangements have been made to meet the requirements of the European Community Directive on insurance of civil liabilities arising from the use of motor vehicles.
12. If the **Company** have accepted the proposal of annual insurance by payment in instalments and in the event that payment is not made on time, the **Insured** must immediately pay all the remaining Instalments. If the Insured fails to comply with the terms of the Direct Debit Mandate, the **Company** will cancel the insurance within 7 days of writing to the **Insured**. In the event of cancellation of the insurance any current **Certificate of Insurance** or Cover Note must be surrendered to the **Company**. In the event of a claim arising and the insurance being cancelled the **Company** have the right to recover all outstanding premium due to the **Company** and have the right to deduct the outstanding premium from any claim in which they are indemnifying the **Insured**. In the event of a change in the insurance resulting in a lower premium, the **Company** will adjust the remaining instalments, or the **Company** may make any refund through the **Insured's** insurance advisor. If a change results in a higher premium, the **Company** will usually adjust the remaining instalments but reserve the rights to request immediate payment.

PRIVACY NOTICE

Our details

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on (049) 437 1830 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan.

How we will use your information

Your personal information may be used by Prestige Underwriting Services (Ireland) Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
- to calculate your premium and policy terms;
- to service your policy;
- to maintain our records;
- to confirm your identity and to prevent fraud;
- to investigate and resolve any complaints;
- to deal with any claims you should submit under your policy;
- to verify the information you provide;
- to undertake internal quality monitoring and external audits;
- to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
- we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.

The information we receive

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover.

We may also obtain information from third parties to confirm your personal data and verify claims information.

We retain information in line with provisions issued by our regulatory body, the Central Bank of Ireland, in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.

Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.

Fraud prevention and detection

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

Call recording

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

Transfer to 3rd parties and outside the EU

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the EU.

Your rights

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan or call us on (049) 437 1830 for more information.

The Data Protection Commissioner

You can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm> . You can also contact the Data Protection Commissioner if you believe we have not complied with our obligations.

ENDORSEMENTS

Those **Endorsements** printed hereafter whose numbers appear in the **Schedule** are applicable; all other **Endorsements** printed hereafter are deemed to be deleted unless reference is made to them in any **Endorsement** which is applicable or which becomes applicable:

CV 3. ALL SECTIONS EXCESS The **Company** shall only be liable for the amount in excess of the first €..... (the amount shown in the **Schedule**) in respect of each and every claim under this Insurance.

This Endorsement operates independently of and in addition to any other Excess Clause or condition which may be applied or which may be contained in this Insurance.

CV 4. ACCIDENTAL DAMAGE EXCESS The **Company** shall only be liable for the amount in excess of the first € (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(1) of this Insurance.

This Endorsement operates independently of and in addition to any other Excess Clause or Condition which may be applied or which may be contained in this Insurance.

CV 5. FIRE & THEFT EXCESS The **Company** shall only be liable for the amount in excess of the first € (the amount shown in the **Schedule**) in respect of each and every claim under Section 2(2) and (3) of this Insurance

This Endorsement operates independently of and in addition to any other Excess Clause or Condition which may be applied or which may be contained in this Insurance.

CV 6. CONTINENTAL EXCESS The **Company** shall only be liable for the amount in excess of the first € (the amount shown in the **Schedule**) in respect of each and every claim under Section 2 of this Insurance whilst the **Insured Vehicle** is being used outside the Republic of Ireland, subject to such use being approved by the **Company** and an International Green Card being in force.

This Endorsement operates independently of and in addition to any other Excess Clause or Condition which may be applied or which may be contained in this Insurance.

CV 7. ADDITIONAL EXCESS The **Company** shall only be liable for the amount in excess of the first € (the amount shown in the **Schedule**) in respect of each claim under Section 2 of this Insurance.

This Endorsement operates independently of and in addition to any other Excess Clause or Condition which may be applied or which may be contained in this Insurance.

CV 22. TRAILERS The indemnity granted under this Insurance extends to apply to one trailer whilst attached to or accidentally detached from the **Insured Vehicle**.

CV 23. TRAILERS ATTACHED/DETACHED The indemnity granted under this Insurance extends to apply to any trailer declared to the **Company** and owned by the **Insured** whilst attached to the **Insured Vehicle** or detached therefrom and out of use. Provided always that such trailer whilst detached is kept on premises owned or occupied by the **Insured**, or premises used for delivery or collection by the **Insured** provided such premises are securely locked and declared to the **Company**. It is further declared and agreed that the **Company's** maximum liability in respect of any one trailer shall be up to but not exceeding the sum stated on the **Proposal** form or subsequent notification supplied to and agreed by the **Company**.

CV 27. EXCLUDING DRIVERS UNDER 25 The **Company** shall not be liable under this Insurance whilst the **Insured Vehicle** is being driven by or in charge of for the purpose of being driven by any person under 25 years of age.

CV 28. WEIGHT DAMAGE Sub Section (f) of Exclusions to Section 1 shall be deleted.

CV 29. MOTOR TRADE (TPFT) Within the terms of Sub Sections (2) (3) of Section 2 the maximum liability of the **Company** in respect of any one claim shall be up to but not exceeding the sum stated in the **Schedule**.

The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

CV 30. MOTOR TRADE (COMP) Within the terms of Section 2 the maximum liability of the **Company** in respect of any one claim shall be up to but not exceeding the sum stated in the **Schedule**.

The expression "claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

CV 31. MOTOR TRADE (TPFT) Within the terms of Sub Sections (2) (3) of Section 2 the maximum liability of the **Company** in all during any one period of Insurance shall be up to but not exceeding the sum stated in the **Schedule**.

CV 32. MOTOR TRADE (COMP) Within the terms of Section 2 the maximum liability of the **Company** in all during any one period of insurance shall be up to but not exceeding the sum stated in the **Schedule**.

CV 33. SOUND REPRODUCTION EQUIPMENT Section 2 of this Insurance extends to include any sound reproduction equipment (but excluding any compact discs, cassettes, tapes thereto) details of which have been supplied to and accepted by the **Company** subject to a maximum value stated in the **Schedule**.

CV 36. EXCLUDING DRIVERS UNDER 25 OTHER THAN NAMED

Endorsement CV27 hereon is inoperative in respect of the person(s) named in the **Schedule** giving effect to the application of this **Endorsement**.

CV 37. TPF & T RE: NAMED DRIVER Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** giving effect to the application of this Endorsement only Section 1, 2(2) and (3), 3, 4,5,6 and 7 are applicable.

CV 42. CO-INSURANCE CLAUSE It is hereby declared and agreed that in respect of any claim for loss, damage or liability under Section 2 of this Insurance, the **Insured** shall contribute an amount equivalent to 10% of each and every claim, such contribution always to be not less than the "excess" in the Exclusions to Section 2 and the **Schedule** of this Insurance.

The expression "Claim" shall mean any claim or series of claims arising out of one event and includes all costs and expenses howsoever incurred by the **Company**.

CV 45. IMMOBILISER SUSPENSIVE CONDITIONS The **Company** shall only be liable under Section 2(3) Theft, for any claim arising where an approved immobiliser or immobiliser alarm has been fitted to the **Insured Vehicle** in accordance with the Manufacturer's instructions and is in active operation at all times when the **Insured Vehicle** is left unattended. Proof of fitting of an immobiliser device to the **Insured Vehicle** will be required prior to or in the event of a claim arising under this Section.

CV 46. TRACKER SUSPENSIVE CONDITIONS The **Company** shall only be liable under Section 2(3) Theft, for any claim arising where an approved tracking device has been fitted to the **Insured Vehicle** in accordance with the manufacturer's instructions and is in active operation at all times when the **Insured Vehicle** is left unattended. Proof of fitting of a tracking device to the **Insured Vehicle** will be required prior to or in the event of a claim arising under this Section.

CV 47. DELETE NO-CLAIMS BONUS The benefits granted by Section 4 (No Claims Bonus) have been deleted.

CV 111. EXCLUDING TOOL OF TRADE USE The **Company** shall have no liability under Section 2 of this Insurance in respect of loss of or damage to any vehicle described in the **Schedule** arising out of the operation as a tool of trade or of plant forming part of such vehicle or attached thereto.

CV 161. THIRD PARTY ONLY RE NAMED DRIVER Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** only Sections 1,3,4,5,6 and 7 are applicable.

CV 165. MOTORCYCLES - THIRD PARTY ONLY

(a) Definition 5(iii) on page 2 of this Policy is deemed to be deleted; (b) It is hereby declared and agreed that sub section (16) of Exclusions to Section 2 shall be deemed to be deleted and replaced by the following:

(16) Loss or Damage by fire, theft or accidental damage to any vehicle of American/Canadian manufacture which is 20 years or more old, any vehicle that has been customised, modified or supercharged, any vehicle over 25 years from date of manufacture or any Motorcycle or Moped.

CV 166 EXTENDED COVER

- (i) The Underwriters will indemnify the insured under Section 2(2) (Fire) and (3) (Theft) of this Insurance in respect of any vehicle whilst stored

at or on, or parked within 50 metres of the premises, the address of which appears in the Schedule of this Insurance.

- (ii) General Exclusions 11(a) of this Insurance is deemed to be deleted and replaced by the following: any Insured Vehicle which is kept on, adjacent or within a radius of 400 metres to any Motor Trade Premises other than at the address which appears in the Schedule of this Insurance or the Insured's or Partner's private residence.
- (iii) The benefits granted by Sections 1,2(1),3,4,5,6, and 7 have been deleted.

Exceptions to this Extension

The Underwriter's shall not be liable for:

- (a) Attempted theft or malicious damage.
- (b) Any claim during any one period of Insurance in excess of the Indemnity as shown in the Schedule of this Insurance.
- (c) Any loss, destruction of or damage to any spare part or accessory, sound Reproduction equipment, mobile telephone, citizen band radio, any tools, security device or any personal effects..
- (d) Any vehicle that is unlocked or keys not removed.
- (e) Any vehicle which is specifically insured elsewhere.
- (f) The first amount of any claim in respect of the sum shown as Excess Amount in the Schedule of this Insurance.

The expression "claim" shall mean a claim or series of claims arising out of one event.

- (g) Loss or damage by fire or theft to any vehicle of American/Canadian manufacture which is 20 years or more old, any vehicle that has been customised or supercharged, any motorcycle or moped, any steam driven vehicle, any vehicle with a seating capacity in excess of seven seats, or any trailer or caravan or any other non-self-propelled vehicle or plant.

Conditions for this Extension

- (1) The Insured shall take all reasonable steps to safeguard the **Insured Vehicle** from loss. The following security measures shall be taken:
 - (a) All vehicles to be kept locked with the windows closed and all keys removed.
 - (b) Keys to be kept in a locked safe at all times or away from the premises, the address of which appears in the Schedule of this Insurance.
 - (c) Vehicles to be kept in a locked building or secure compound at all times.

The premises and Insured Vehicles shall be available at all reasonable times for inspection by Underwriters or their duly authorised agent.

- (2) This Extension shall only apply to those vehicles stored or parked for the purpose of sale, or in the custody or control of the Insured for the purpose of repair or maintenance. Subject otherwise to the terms, conditions and exceptions of this insurance.

Definition of a Secure Compound

Perimeter fence constructed of brick steel post or wire to all sides with a minimum height of three feet. All points of access to be secured by way of locking gate/posts and fixed with a close shackle padlock.

Minimum Protection Clause

It is a requirement of this Insurance that all external doors are fitted with a minimum five-lever mortice deadlock.

CV 167 VEHICLE RECOVERY The **Company** will indemnify the **Insured** under the terms and conditions of this Insurance whilst the **Insured Vehicle** is towing, lifting or transporting a vehicle for recovery purposes provided that the vehicle is secured in a manner which complies with the legal requirements of the Road Traffic Act. This Insurance will apply to any vehicle being towed, lifted or transported. It is further declared and agreed that General Exclusion 1(c) of this Insurance relating to use for hire and reward shall not apply to use in Connection with Insured's business or occupation.

CV 168 CARRIAGE OF VEHICLE INDEMNITY For the purpose of this Endorsement exclusion (14) of Exclusions to Section 2 of this Insurance is deemed to be deleted. The **Company** will indemnify the **Insured** under Section 2 (1) (Damage) of this Insurance in respect of any vehicle being loaded onto, unloaded from or being lifted or transported by the **Insured Vehicle**, up to but not exceeding the sum stated in the **Schedule** during any one **Period of Insurance**. Provided that the vehicle being lifted or transported is secured in a manner that complies with legal requirements of the Road Traffic Act.

CV 171 PROTECTED NO CLAIMS BONUS The premium charged includes a No Claim Bonus discount and provided the **Insured** remains eligible for this benefit by meeting the published requirements and not having more than two claims in any continuous period of three years, the No Claims Bonus discount will be incorporated in the subsequent renewal premiums.

In the event of the number of claims exceeding the above-mentioned amount, the **Insured** will no longer qualify for this benefit.

CV 172 REINSTATEMENT In the event of one claim under Section 2 of this Insurance, during any one **Period of Insurance**, the **Company** will automatically

reinstate the indemnity limit as contained in Endorsements CV31 Motor Trade (TPF&T) and CV32 Motor Trade (COMP) of this Insurance.

CV 173 BUSINESS USE ONLY FOR NAMED DRIVER(S) Whilst the **Insured Vehicle** is being driven by or is in the charge of for the purpose of being driven by the person(s) named in the **Schedule** indemnity for Social Domestic and Pleasure purposes has been removed.

CV 180 EXCLUDING STUDENT COVER The **Company** shall not be liable under this Insurance whilst the **Insured Vehicle** is being driven by or in the charge of the person named in the **Schedule** of this Insurance whilst:

- (i) travelling to his/her place of education or study;
- (ii) the vehicle is parked, kept or used at his/her place of education or study.

CV 181 REPOSSESSION DAMAGE It is hereby declared and agreed that sub section (11) of Exclusions to Section 2 is deleted.

CV 183 DEMONSTRATION COVER – THIRD PARTY ONLY This policy shall be operative under sections 1,3,4,5,6 &7 while the **Insured Vehicle** (providing the vehicle is not a motorcycle) is being driven for the purpose of demonstration for sale with the permission of the **Insured** by any person provided that such person:

- (1) is not in the employment of the **Insured**;
- (2) is not a member of the family of the **Insured** or any named driver;
- (3) is accompanied at all times by the **Insured** or a person named on the **Certificate of Insurance** and is entitled to drive;
- (4) holds or has held a driving licence to drive such a vehicle and is not disqualified from holding or obtaining such a licence;
- (5) shall, as though they were the **Insured** observe, fulfil and be subject to the terms and conditions of this Policy.

CV 184 EXCLUDING DAMAGE BY LIVESTOCK The **Company** shall not be liable in respect of any damage caused by livestock or bloodstock.

CV 186 MOTORCYCLES – FULL POLICY COVER It is hereby declared and agreed that definition 5(iii) on page 2 shall be deemed to be deleted and replaced by the following:

5 (iii) Any motor tricycle (trike) or quad-bike.

CV 187 IMPORTED VEHICLES Exclusion 17 of 'Exclusions to Section 2' page 6 is deemed to be deleted.

CV 188 AMERICAN & CANADIAN VEHICLES FULL COVER OVER 20 YEARS.

It is hereby declared and agreed that Exclusion 16 to 'Exclusions to Section 2' on page 6 shall be deemed to be deleted and replaced by the following:

(16) Loss or damage by fire, theft or accidental damage to any vehicle that has been customised, modified or supercharged and any vehicle over 25 years old from date of manufacture.

CV 189 ADDITIONAL BUSINESS USE

The limitations as to use as stated in section 3 of the **Certificate of Insurance** shall be deemed to include additional business use for the person named and listed in connection with their additional occupation as stated in the **Schedule**.

CV 190 WINDSCREEN COVER

The Company will indemnify the Insured under the terms and conditions of this Insurance for the cost of repairing or replacing broken glass in the windscreen and/or windows of any Insured vehicle owned by and registered to the Insured/Insured's Partner and/or Spouse/Common Law Spouse. ALL GLASS is the appointed repairer for Prestige under this Insurance policy. If any other contractor other than ALL GLASS is used to repair or replace a windscreen cover will not be provided. This cover is restricted to one windscreen claim per period of insurance. Any payment made solely under this section will not affect your No Claims Bonus provided no other damage has been sustained by the Insured.

ALL GLASS CONTACT NO. 1890 201212 – 24 Hours a Day, 365 Days a Year or via website www.allglass.ie

ALTERATIONS TO YOUR INSURANCE

1) ALL AMENDMENTS MUST BE NOTIFIED IMMEDIATELY

2) IF YOU CHANGE YOUR VEHICLE SPECIALISATION

Any alteration to the area of vehicle specialisation as stated on the **Proposal** form or renewal declaration must be notified to your broker immediately.

3) OTHER ALTERATIONS

Changes of driver(s), change of address, change of occupation must be notified.

4) COMMON LAW DUTY

You have a common law duty to advise the **Company** of any change of situation not declared to the **Company** at the time of completion of the **Proposal** Form, i.e. convictions or accident/loss history, as failure to declare such information may affect the validity of your Policy.

5) WARNING

If you are in any doubt about particular fact(s) being material to this Insurance you should disclose it/them. Failure to disclose all material information may result in this Insurance being void from inception, leaving you without Insurance cover. You are advised to keep a record of all information supplied for the purpose of entering into this Insurance Contract. A copy of this **Proposal** form may be obtained from the **Company** within 3 months of completion upon request.

IMPORTANT INFORMATION

ALL ACCIDENTS, HOWEVER TRIVIAL, MUST BE REPORTED. IF YOU ARE INVOLVED IN AN ACCIDENT.....

1. Always take the names and addresses of other parties involved, all witnesses and full particulars of any Police Officer at the scene.
2. NEVER admit liability under any circumstances.
3. Always stop in the event of an accident and give full particulars to any person having reasonable grounds for requiring them.
4. Accidents must be reported to the Police within 24 hours of the event.
5. Always take full details of other parties Insurers and Policy number, also remember to take their registration number.
6. Contact Prestige Underwriting Services on the **24 hours claims number 1890 88 25 25** immediately who will send you an accident report form without delay.
7. Notify the **Company**, as soon as possible, of any accident, however trivial; complete and return an accident report form, with two competitive repair estimates (if your policy provides cover for own damage) to the **Company**.

IF YOU ARE DISSATISFIED

We aim to provide an efficient and helpful service to our Policyholders. If you are unhappy regarding our handling of any matter, whether relating to the policy or to a claim, which you feel your broker cannot resolve then please write to the following:

**Managing Director
Prestige Underwriting Services (Ireland) Ltd
Ground Floor, Teach Chinn Aird
Ashe Street
Cavan
Co Cavan Ireland**

Should you still remain dissatisfied, the following option is available to you.

Head of Customer Focus,

Allianz p.l.c.
Allianz House,
Elm Park,
Merrion Road,
Dublin 4
Tel: +353 1 6133000
Email: info@allianz.ie

PAYMENTS

Any money paid under this policy will be paid in Euro in the Republic of Ireland.

STAMP DUTIES CONSOLIDATION ACT 1999

Stamp duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

COOLING OFF PERIOD

If this cover does not meet with your requirements please return all your documents within 14 working days of receipt to your broker. We will return any premium paid less a pro rata charge for the number of days cover has been given provided that no claim has been made during the current period of insurance.

ENQUIRIES AND COMPLAINTS

Any enquiry or complaint should be addressed in the first instance to your broker. If you are not happy with the way a complaint has been dealt with you should contact the General Manager, Prestige Underwriting Services (Ireland) Limited, Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co Cavan. Telephone 049 4371830

If you have received a Final Response to your complaint but you remain dissatisfied you may refer your case to the Financial Services Ombudsman (FSO). The FSO is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after you have been provided with written confirmation that the internal complaints procedure has been exhausted. Referral to the FSO will not affect your right to take legal action.

The address is: 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Telephone: 1890 88 20 90. Or by email to: enquiries@financialombudsman.ie

FURTHER INFORMATION

Handwriting practice lines consisting of 28 horizontal dotted lines.



A series of 25 horizontal dotted lines spanning the width of the page, providing a template for handwriting practice.

A series of 25 horizontal dotted lines spanning the width of the page, providing a template for handwriting practice.



PRESTIGE

UNDERWRITING IRELAND

24 HOUR ACCIDENT REPORTING LINE
1890 88 25 25

You can call our new claim reporting line anytime, day or night. We are on duty 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency. This will help progress your claim as fast as possible. If required, we will be able to arrange recovery of your vehicle to a secure location.

Your policy will be underwritten by Allianz p.l.c. and administered on their behalf by Prestige Underwriting Services (Ireland) Limited.

Part of the Prestige Insurance Holdings Group, Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

Allianz p.l.c. is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Conduct Authority, in the UK, under FCA register number 202862. Registered Office: Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6.

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