

**Commercial Vehicle
Policy**

Useful Contact Details

FBD Insurance plc Customer Service	LoCall: 1890 617 617 Website: www.fbd.ie Email: info@fbd.ie
Claims Telephone No.	LoCall: 1890 953 953 Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs.
Financial Services Ombudsman's Bureau	LoCall: 1890 88 20 90 Phone: 01 662 0899 Fax: 01 662 0890 Email: enquiries@financialombudsman.ie Web: www.financialombudsman.ie

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WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has applied to **FBD INSURANCE plc** (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the said Schedule as consideration for such insurance

The Company AGREES to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this Policy) in respect of events occurring in the Territorial Limits during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this Policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed herein

SIGNED on behalf of FBD INSURANCE plc



M. MORAN,
INSURANCE DIRECTOR

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

Application of Limits of Indemnity

In the case of any event involving indemnity to more than one person any limitation by the terms of this Policy or of any endorsement herein of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

Insurance Act 1936

All monies which become or may become due and payable by the Company under this Policy shall be payable and paid in the Republic of Ireland.

PLEASE READ YOUR POLICY AND IF INCORRECT RETURN FOR CORRECTION

FBD Insurance plc is regulated by the Financial Regulator.

Policy Schedule attached

Section 1 - Liability to Third Parties

Indemnity

The Company will indemnify the Insured against all sums which the Insured or his personal representatives shall become liable to pay to any person (other than the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or damage to property occasioned by the use of any vehicle described in the Schedule hereto (including the loading and/or unloading of such vehicle) but such indemnity in so far as it relates to damage to property is limited to the sum of €1,000,000 (One Million Euro) in respect of damage occasioned by any one act or any one series of acts collectively constituting one event. In addition the Company will pay all costs and expenses incurred with its written consent.

The Company shall have the right to instruct at its own expense a Solicitor of its choice for:

- (a) representation at any coroner's inquest in respect of any death
- (b) defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this Section.

Persons driving insured vehicle

In terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured the Company will indemnify any driver referred to in the "Description of Drivers" who is driving any vehicle described in the Schedule hereto.

Provided that:

- (a) such driver is not entitled to indemnity under any other Policy
- (b) such driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul upkeep and/or repair for the Insured
- (c) such driver shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

Exceptions to Section 1

Except as is necessary to meet the requirements of the Road Traffic Acts the Company shall not be liable in respect of:

1. Damage to any property belonging to or held in trust by or in the custody or control of the Insured or any person driving with the Insured's consent.
2. Damage to any property sustained while such property is in or on the insured vehicle or being drawn by the insured as a trailed item or mechanically propelled vehicle and any property carried in or on that trailer or mechanically propelled vehicle.
3. Death or bodily injury to any person driving the insured vehicle or in charge of such vehicle for the purposes of driving.
4. Death or bodily injury to any person in the employment of the Insured where such death or bodily injury arises out of or in the course of such employment.
5. Any liability incurred by the Insured arising out of the operation as a tool of any vehicle or of plant forming part of such vehicle or attached thereto.

Section 2 - Loss or Damage to Insured Vehicle

Indemnity

The Company will indemnify the Insured against loss of or damage to any vehicle described in the Schedule hereto and its accessories and spare parts while thereon. The Company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. If any part or accessory of the vehicle described in the Schedule hereto is obsolete or unobtainable from the makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the maker's last published price list together with the current labour charge for the fitting thereof.

Hire Purchase Leasing or Finance Agreements

If to the knowledge of the Company the Insured's vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner to be determined whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

Transport Costs

If the insured vehicle is disabled by reason of loss or damage which is the subject of indemnity under this Policy, the Company will bear the reasonable cost of protection and removal of the vehicle to the nearest repairers. After repair of such loss or damage the Company will pay the reasonable cost of delivery of the vehicle to the address of the Insured in Ireland.

Basis of Settlement of Claims - Total/Constructive Loss:

In the event of:

- (a) the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or
- (b) the vehicle being stolen and not recovered

the market value of such vehicle immediately prior to such loss or damage but not exceeding the Insured's estimated value as stated in the Schedule less any residual salvage value shall be the maximum amount payable by the Company in respect of such loss. The Company at its option can elect to take over the right to dispose of the salvage at any time during the course of the claim.

Fire Brigade Charges

If an event occurs which is the subject of indemnity under this Section, the Company will also pay the Fire Brigade attendance charge as may be levied by the Local Authorities up to an amount not exceeding €2,000.

Exceptions to Section 2

The Company shall not be liable to pay for:

- (a) loss of use depreciation wear and tear mechanical and/or electrical and/or electronic breakdowns failures or breakages
- (b) damage to tyres by application of brakes or by punctures cuts or bursts
- (c) damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts caused by the goods carried therein
- (d) damage to the vehicle described in the Schedule where any driver has (at the time of the accident causing damage to the vehicle) a breath, blood or urine alcohol or drug level above the legal limit shown in the Road Traffic Act.
- (e) The cost of importing parts or accessories from outside the E.U. or any additional cost of parts or accessories above the price of similar parts available from the Manufacturer's European representatives.

Territorial Limits

- (1) The Policy will apply in respect of events occurring in the Republic of Ireland and Northern Ireland, and
- (2) The Policy is extended in respect of any insured vehicle to give 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 Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

No Claim Discount

In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy, the renewal premium for such part of the insurance as is renewed shall be reduced as follows:

Period of Insurance	REDUCTION
The preceding year	10%
The preceding two consecutive years	15%
The preceding three consecutive years	20%
The preceding four consecutive years	30%
The preceding five consecutive years (maximum)	40%

If more than one vehicle is described in the Schedule hereto the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such vehicle.

Limitations as to Use

This Policy covers the undernoted uses:

- (a) Use for social, domestic and pleasure purposes.
- (b) Use necessitated by the overhaul upkeep and/or repair of the vehicle for the Insured.
- (c) Use while drawing any one disabled mechanically propelled vehicle.

The Policy does not cover the undernoted uses unless specifically referred to in the Policy Schedule.

- 1. Use for the Insured's business.
- 4. Use for the purpose of the Insured's business as a farmer (which term shall be deemed not to include a nurseryman or a market gardener) including the carriage of goods in connection with such business but excluding use for house to house retail distribution.
- 8. Use for racing, pacemaking, speed testing, competitions, rallies or trials.
- 9. Use for hire or reward.
- 10. Use for the carriage of passengers for hire or reward.
- 11. Use while drawing trailers but in no event while drawing a greater number of trailers in all than is permitted by law.

Description of Drivers

As shown on the Certificate of Insurance on issue.

Endorsements

Operative endorsements including any supplementary endorsements are referred to by number in the Schedule.

Unless otherwise indicated in the body of the endorsement the Index Mark and Registration Number of any vehicle and/or the Name of any person appearing in the Schedule against an Endorsement Number shall be deemed to restrict such endorsement to operate solely in respect of such vehicle(s) and/or person(s).

Endorsements are subject otherwise to the terms exceptions limitations and conditions contained in this Policy.

01: Excess (Accidental Damage only)

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of loss of or damage to any vehicle described in the Schedule hereto unless such loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempt thereat. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

02: Excess (All Sections)

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of which indemnity is provided by any Section of this Policy. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this Policy.

03: Third Party Only

It is agreed that Section 2 (Loss or Damage to Insured Vehicle) of this Policy is inoperative.

04: Third Party Fire and Theft

It is agreed that no liability shall attach to the Company under Section 2 (Loss or Damage to Insured Vehicle) of this Policy except for loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or any attempt thereat.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion or by theft or any attempt thereat will not result in the loss of No Claim Discount.

05: Third Party and Fire

It is agreed that no liability shall attach to the Company under Section 2 (Loss or Damage to Insured Vehicle) of this Policy except for loss or damage caused directly by fire, self-ignition lightning or explosion.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion will not result in the loss of No Claim Discount.

06: Fire and Theft Only

It is agreed that no liability shall attach to the Company under this Policy except for that under Section 2 (Loss or Damage to Insured Vehicle) in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereat.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion or by theft or any attempt thereat will not result in the loss of No Claim Discount.

07: Breakage of Glass in Windscreens or Windows

It is agreed that any claims under Section 2 for Windscreens or Windows be paid subject to the terms exceptions and limits of indemnity stated in the Schedule for any vehicle described in the "Description of Vehicle".

It is further agreed that any such claim will not result in the loss of No Claim Discount.

08: Excluding Named Person(s) from Driving

It is agreed that this Policy shall be inoperative whilst the insured vehicle is being driven by or is for the purpose of being driven by him in the charge of any person named in the Schedule against this endorsement number.

09: Named Person(s) Only Driving

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraph (c) of the "Description of Drivers" of this Policy shall apply solely in respect of any person named in the Schedule against this endorsement number and paragraphs (a) and (b) of the "Description of Drivers" of this Policy are inoperative.

10: Including Drivers under the age of 25 years or over the age of 71 years

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraph (c) of the "Description of Drivers" of this Policy shall apply to any person named in the Schedule against this endorsement number.

11: Insurance Suspended

It is agreed that all insurance under this Policy is suspended.

12: Extension to Great Britain

It is agreed that:

- (a) the insurance provided by this Policy is extended to apply in respect of any vehicle described in the Schedule hereto whilst in Great Britain, the Isle of Man or the Channel Islands
- (b) nothing in this Policy or in any endorsement herein shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which this Policy operates relating to the insurance of the 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 said provisions of such Law*

- (c) the Company will indemnify any person using a vehicle in respect of which indemnity is provided under the Policy against liability under the Road Traffic Acts or Laws 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 such Acts or laws apply.

13: Insured Only Driving

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraphs (b) and (c) of the "Description of Drivers" of this Policy are inoperative.

16: Indemnity to Hirer

It is agreed that in terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured the Company will indemnify the person(s) named in the Schedule against this endorsement number as hirer(s) of the vehicle described in the Schedule hereto against liability arising in connection with any such vehicle by reason of the negligence of the within named Insured or of any Employee of such Insured whilst such vehicle is let on hire.

PROVIDED THAT such Hirer shall as though he were the Insured observe fulfil and be subject to the terms exceptions conditions and endorsements of this Policy in so far as they can apply.

19: Private Hire

It is agreed that:

- (a) paragraph (b) of the "Description of Drivers" of this Policy is inoperative
- (b) notwithstanding anything to the contrary contained in paragraph (a) of the sub-section "Excepted Persons" of Section 1 (Liability to Third Parties) of this Policy the Company will indemnify the Insured against liability at law for compensation and claimant's costs and expenses in respect of death of or bodily injury to any person whilst in or on or entering getting onto being put into or on or alighting from or being taken out of or off any vehicle described in the Schedule hereto or injury caused by being thrown out of or off any such vehicle **PROVIDED THAT**
 - (i) in the event of any accident occurring whilst any such vehicle is carrying a number of passengers (including the driver) exceeding the number stated in the Schedule against this endorsement number the Insured shall repay to the Company a rateable proportion of the total amount payable by the Company by reason of this endorsement in respect of such accident with any such vehicle
 - (ii) the indemnity granted by this endorsement shall be inoperative in respect of any vehicle constructed or adapted to carry more than Nine Persons (including the driver) unless a greater number has been declared to the Company by or on behalf of the Insured for which additional premium has been paid.

21: Carriage of School Children

It is agreed that

- (a) in terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured the Company will indemnify Coras Iompair Eireann and/or the Minister for the Department of Education in respect of the use of any motor vehicle described in the Schedule hereto against liability arising by reason of the negligence of the within named Insured or of any Employee of such Insured
- (b) when children are being carried in any vehicle described in the Schedule hereto under a licence issued by the Commissioner of the Garda Siochana in exercise of the powers vested in him by Article 60 of the Road Traffic (Public Service Vehicles) Regulations 1963 the number of persons stated after Endorsement No. 19 in the Schedule is deemed to be increased to the number for which the vehicle is so licensed.

22: Specified Trailer - Attached/Detached - Cover as Policy

It is agreed that the indemnity provided by this Policy shall apply in respect of the trailer/s full details of which is/are described in the Schedule of this Policy. For the purpose of this Policy any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer

PROVIDED THAT

- (1) cover shall be inoperative in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer as attached thereto except as far as is necessary to meet the requirements of the Road Traffic Acts
- (2) the Company shall not be liable to indemnify the Insured in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

26: Third Party Detached Trailer Cover

It is agreed that the Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by Section 1 (Liability to Third Parties) of this Policy in respect of the trailer shown against this Endorsement Number on the Schedule, whilst detached from and not being towed by any vehicle.

28: Including Third Party Working Risks (ex. Pipes/cables)

Notwithstanding anything to the contrary contained in Paragraph (8) of the Section of the Policy headed "General Exceptions of the Policy" it is agreed that the Company will indemnify the Insured while any vehicle described in the Schedule or any plant forming part of such vehicle or attached thereto is being operated as a tool.

It is further agreed that the Company shall (except as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 1 (Liability to Third Parties) for or arising out of:

- (i) subsidence flooding or water pollution
- (ii) damage to pipes or cables.

If this Policy permits the drawing of a trailer the term vehicle described in this endorsement shall be deemed to include such trailer.

29: Including Third Party Working Risks

Notwithstanding anything to the contrary contained in Paragraph (8) of the Section of the Policy headed "General Exceptions of the Policy" it is agreed that the Company will indemnify the Insured while any vehicle described in the Schedule or any plant forming part of such vehicle or attached thereto is being operated as a tool.

It is further agreed that the Company shall (except as is necessary to meet the requirements of the Road Traffic Acts) be under no liability under Section 1 (Liability to Third Parties) for or arising out of:

subsidence flooding or water pollution.

If this Policy permits the drawing of a trailer the term vehicle described in this endorsement shall be deemed to include such trailer.

35: Increase in Third Party Property Damage

It is agreed that the Limit of Indemnity referred to in Section 1 of this Policy against liability for damage to property is increased to the sum stated on the Schedule opposite this endorsement.

36: Breakage of Glass in Windscreens or Windows

It is agreed that the Company will indemnify the Insured in respect of damage to windscreens or windows subject to the terms, exceptions and Limits of Indemnity stated in the Schedule for any vehicle described in the "Description of Vehicle".

It is agreed that any such claim will not result in the loss of No Claim Discount.

37: Negligence of Passengers

It is agreed that the Company will at the request of the Insured indemnify in terms of Section 1 of this Policy any person mounting into, dismounting from or travelling in any vehicle described in the Schedule, such person being hereinafter called "the Passenger".

Provided that the Passenger:

- (1) is not driving such vehicle or in charge of such vehicle for the purpose of driving
- (2) is not entitled to indemnity under any other Policy
- (3) shall as though he were the Insured observe fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply.

Exceptions

The Company will not be liable in respect of

- (A) Personal Injury (including personal injury causing death) to
 - (1) the Insured
 - (2) any person driving such vehicle or in charge of such vehicle for the purpose of driving
 - (3) any person in the employment of the Passenger or in the employment of the employer of the Passenger where such personal injury arises out of and in the course of such employment.
- (B) Damage to property owned by or in the possession custody or control of the Insured or of the passenger or being conveyed by such vehicle.

50: Excluding Learner Permit/Provisional Licence Holders

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only.

51: Including Named Learner Permit/Provisional Licence Holders

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only, other than any person named in the Schedule against this endorsement number.

59: Third Party Attached Trailer Cover

The Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by Section 1 of this Policy whilst drawing trailers but not a greater number of trailers in all than is permitted by Law whilst directly attached to any vehicle described in the Schedule hereto provided the total carrying capacity of such trailer/s does not exceed that as declared to the Company.

68: Articulated Vehicle

It is agreed that:

- (a) For the purpose of this insurance an articulated vehicle consisting of a power unit and one partially superimposed trailer shall not be deemed to be a vehicle drawing a trailer.
- (b) this Policy shall be inoperative in respect of the towing of any one disabled mechanically propelled vehicle unless the power unit is being used without the superimposed trailer.

69: No Claim Discount Deleted

It is agreed that the Section of this Policy headed "No Claim Discount " is deleted.

70: Open Driving

It is agreed that the Section of this Policy headed "Description of Drivers" is amended as follows:

- (a) The Insured
- (b) Any person who is driving on the Insured's order or with the Insured's consent provided such person holds or has held a licence to drive such vehicle or having held such a licence is not disqualified from holding such a licence.

73: No Claim Discount Scale

Notwithstanding anything outlined in the Section of this Policy document titled "No Claim Discount", it is agreed In the event of no claim being made or arising under this Policy during a period of insurance specified below immediately preceding the renewal of this Policy, the renewal premium for such part of the insurance as is renewed shall be reduced as follows:-

Period of Insurance	REDUCTION
The preceding year	10%
The preceding two consecutive years	15%
The preceding three consecutive years	20%
The preceding four consecutive years (maximum)	25%

If more than one vehicle is described in the Schedule hereto the No Claim Discount shall be applied as if a separate Policy had been issued in respect of each such vehicle.

General Exceptions of the Policy

The Company shall not be liable in respect of:

- (1) Any person claiming in respect of damage to any weighbridge or to any road or to anything in or below the surface of the road due to the weight of or vibration caused by any vehicle described in the Schedule hereto except in so far as is necessary to meet the requirements of the Road Traffic Acts.
- (2) Any person claiming in respect of injury to person or damage to property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom
- (3) Any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract.
- (4) Any loss damage liability and/or injury arising out of any event occurring (i) while any vehicle described in the Schedule hereto is being driven or is for the purpose of being driven by him in the charge of any person other than a driver as described under the heading "Description of Drivers" in this Policy or (ii) while any vehicle in connection with which Insurance is granted under this Policy is being used otherwise than within the "Limitations as to Use".
- (5) (Except under Section 1) any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion.
- (6) (Except insofar as is necessary to meet the requirements of the Road Traffic Acts)
 - (a) (i) Any loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - (ii) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio activity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (b) Any loss damage liability and/or injury arising from pressure waves caused by aircraft and/or other aerial devices travelling at sonic or supersonic speeds.
 - (c) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power.
 - (d) loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly caused by or resulting from or in connection with:
 - (i) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (ii) (a) biological or chemical contamination
 - (b) missiles, bombs, grenades or explosives due to any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (ii) (a) contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This exception also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- (e) (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.
- Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.
- (ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

The Expression "CLAIM" in the above paragraphs shall mean a claim or series of claims arising out of one cause.

General Conditions of the Policy

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such meaning wherever it may appear.

Any condition of this Policy or of any Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

- 1. Claims/Summonses & Prosecutions:** The Insured shall give notice in writing to the Head or any Branch Office of the Company immediately after the occurrence of any event in consequence of which the Company may become liable under this Policy with full particulars thereof or where such event did not occur in the Insured's presence within 48 hours after the occurrence of such event first came to his knowledge together with such particulars of such event as are in his knowledge or procurement.

Every letter, claim, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered to the Company immediately on receipt.

Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.

- 2. No admission:** No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defence or settlement of any claim or to prosecute in the name of the Insured for its 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 shall give all such information and assistance as the Company may require.
- 3. Other Insurance:** If at the time any claim arises under this Policy there is any other existing insurance covering the same loss, damage or liability the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, damages, costs or expenses.

Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) of Section 1 (Liability to Third Parties) to the cover granted to persons driving the insured vehicle or to the cover granted to passengers for their acts of negligence.

- 4. Reasonable Care:** The Insured shall take all reasonable care to safeguard from loss or damage and maintain in efficient condition any vehicle described in the schedule hereto and the Company shall have at all times free access to examine such vehicle.

In relation to precautions against frost damage it is essential that anti-freeze be used in the proportions recommended by the manufacturer and that where possible the vehicle should be garaged.

- 5. Arbitration:** All disagreements arising out of this Policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, by the President for the time being of the Incorporated Law Society of Ireland. Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.
- 6. Due Observance & Fulfilment:** The due observance and fulfilment of the terms provisions conditions and endorsements of this Policy 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 Policy.
- 7. R.T.A. Obligations:** The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the Road Traffic Acts and all expenses incurred by the Company in connection with any such payment.
- 8. Cancellation of Policy:**
- (a) The Company may cancel this Policy by sending ten days' notice by registered letter to the Insured at his last known address and in such event, provided no claim has occurred, will return to the Insured the premium less the pro rata portion thereof for the period the Policy has been in force.
 - (b) You, the Insured, may cancel the Policy at any time by sending us instructions in writing and returning the Insurance Certificate and Disc on issue. Provided no claim has occurred during the period of insurance, the Company will return the premium for the unexpired period of cover less an administration charge.
- 9. Suspension of Policy:** The cover under the Policy can be suspended at your written request. If the suspension is for a period of 28 consecutive days or more, the Company will allow a suspension rebate of the proportion of the premium representing the suspended period of cover less an administration charge. During any suspension period, the Company will continue to collect Direct Debit instalments. The suspension will be effective from the date the relevant Certificate of Motor Insurance and Insurance Disc have been surrendered to FBD. In the event of suspension of cover following a claim, there is no refund allowable.
- 10. The Insured:** The expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.

- 11. Windscreen:** Where windscreen cover operates under the Policy, FBD Insurance plc will only be liable to indemnify the Insured in respect of damage to windscreens or windows, repaired or replaced by a company authorised by FBD Insurance plc to carry out the necessary work, subject to the terms, exceptions and limits of indemnity stated in the Policy Document and/or Schedule.

- 12. Fraud Clause** If the Insured or any person acting for or on behalf of the Insured, makes any claim, knowing any part of it to be false or fraudulent, the Company will not pay the claim and will cancel the Policy and any other Policies that the Insured has with the FBD Group Companies. The Company may also involve the relevant Authorities to bring criminal Proceedings.

- 13. Policy Enhancements:** If we amend or replace any Policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the Policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you from the effective date of the enhancement/s.



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