

ARRANGED BY

PATRONA
UNDERWRITING

You can trust in our service

Only available through
your Insurance Intermediary

CONSTRUCTION H.G.V. INSURANCE

Policy Document

UNDERWRITTEN BY



GEFION*INSURANCE

Patrona Underwriting Limited is regulated by the Central Bank of Ireland.
Gefion Insurance AS is regulated by the Finanstilsynet in Denmark
and by the Central Bank of Ireland for conduct of business rules.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



GEFION × INSURANCE

Gefion Insurance A/S
Østergade 10,
DK-1100 Copenhagen,
Denmark
www.gefioninsurance.com

Gefion Insurance A/S is authorised and regulated by the Finanstilsynet (Danish FSA).
Danish FSA register number 53117.
CBR (Central Business Register) 36016493.

Regulated by the Central Bank of Ireland for Conduct of Business Rules

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY

PATRONA
UNDERWRITING

The Bushels
Cornmarket
Co. Wexford
Telephone: +353 (0)53 9180300
Email: info@patrona.ie
www.patrona.ie

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

Patrona Underwriting Limited

Welcome to Patrona

Thank You for choosing to insure with Patrona Underwriting Limited, on behalf of the Underwriters. This document, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between You and Us. Please keep the Schedule and this booklet in a safe place.

The contract is based on information and documents that You have provided to Us. You must be sure the information You have given to Us is true and complete. This contract is subject to Irish law, unless We, the Underwriter, and You, the Policy Holder, both agree otherwise. We pay the stamp duty required under the Stamp Duties Consolidation Act, 1999. Because You have paid the premium, We have agreed to insure You for the period shown in Your Schedule, subject to the terms, conditions and exclusions in this booklet. These include any Endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This insurance applies within the Territorial Limits described in Section 2 – Definitions unless We and You agree otherwise.

Exceptional Service

Our claims service goes the extra mile and We are committed to doing the right thing for You. We will aim to settle claims quickly and efficiently, even in the most difficult circumstances.

If You ever need to make a claim, just call Our friendly call centre on:

Republic of Ireland: 053 91 80333
Outside of Republic of Ireland: +353 53 91 80333



Tony Wright
CEO, Patrona Underwriting Limited

CLAIMS CONTACT DETAILS

Patrona Accident line

Republic of Ireland Telephone:

053 91 80333

Outside of Republic of Ireland Telephone:

+ 353 53 91 80333

Patrona Windscreen Assist

Republic of Ireland Telephone

1890 809 804

Outside of Republic of Ireland Telephone

+ 353 188 25799

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Section I: Important Information

Disclosure of Information

The contract of motor insurance is made up of the following which should be read together:

- this booklet and Your Schedule, which together form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us including information in the Proposal Form that You signed.

It is vital that You provide all relevant information when You take out this Policy or when You renew it. If You do not disclose all relevant information, Your Policy could be declared void and You would not be insured. If this happens, You will have to pay back any claims We have paid or may have to pay by law. In addition, We may refuse to deal with any future or ongoing claims from You. Having a Policy declared void may make it more difficult or more expensive for You to buy insurance in the future. If You are not sure whether information is relevant, You should tell Us.

Cooling-Off Period / Right to Cancel

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims within the 14-day period, We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

Data Protection

It is important that You read this Data Protection Notice or that someone explains it to You. It should also be shown to anyone else You have given Us information about, for example an additional named driver. It explains how We may use Your information and tells You about the systems that We and other organizations have put in place to prevent and detect fraud.

You must tell Us about any incident involving Your Vehicle, such as an accident, fire or theft – whether a claim is likely to be made or not. When You tell Us about an incident, information about it may be placed on registers or databases that may be held outside of Our premises.

We may search these registers when You apply for insurance or at any other time after You have taken out a Policy or reported an incident. We may share information about You, or others You have given Us details of, with other companies providing services to Us.

The information You give Us about Yourself and others is confidential and will only be used for the provision and administration of insurance products and services. This means that We may share information about You, or other people You have given Us details of, with other agents, Underwriters and companies that are providing services to Us.

Under the Data Protection Acts 1988 and 2003, You are entitled to receive a copy of the information We hold about You, for a fee.

Preventing and Detecting Fraud

In order to prevent and detect fraud, We may:

- share information about You with other companies providing services to Us;
- check and file Your details with fraud prevention agencies, registers and databases;
- record with these agencies, registers and databases if You give Us false or inaccurate information, or make (or try to make) a fraudulent claim.

If You have any queries or would like more information about data protection, please write to:

Office of Data Protection Commissioners
Canal House
Station Road
Portarlington
Co Laois
Ireland
Email: info@dataprotection.ie

Complaints

When things go wrong, You may wish to raise a complaint with Us.

Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing within 5 days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates on the progress of the investigation into Your complaint at least every 20 days; and attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, You can contact the Financial Services and Pensions Ombudsman (contact details below).

Any telephone calls made in connection with this Policy may be monitored or recorded for verification, training and quality control purposes.

Making a complaint

Step 1	Please send Your complaint to the intermediary (person, agent, or company) who You bought this Insurance Policy from.
Step 2	<p>If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:</p> <p>Customer Services Team Patrona Underwriting Ltd The Bushels Cornmarket Wexford Ireland</p> <p>Telephone: +353 (0)53 9180322 Fax: +353 (0)53 9180399 Email: customerservice@patrona.ie</p>
Step 3	If You are still not satisfied with how Your complaint has been dealt with, You can contact the Underwriter at the address shown in Your Schedule.
Step 4	<p>If Your complaint remains unresolved please contact:</p> <p>Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2, D02 VH29</p> <p>Tel: (01) 567 7000 Email: info@fspo.ie Website: www.fspo.ie</p>

Following an accident

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident.

Never accept the blame or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Vehicle and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself.

Accident Contact Numbers

You can contact Us on:

Patrona Windscreen Assist

Republic of Ireland Telephone: 1 890 809 804

Outside Republic of Ireland Telephone: +353 (0)1 882 5799

Patrona Accident Line

Republic of Ireland Telephone: 053 91 80333

Outside Republic of Ireland Telephone: + 353 (0)53 91 80333

Insurance Act 1936 (Section 93)

In accordance with Section 93 of the Insurance Act 1936, all money that is paid or will be paid under this Policy will be paid in the Republic of Ireland.

Using Your vehicle abroad

Except for the Sections shown below, this Policy applies while You use Your Irish-registered vehicle in Europe. Europe includes all EU member states and some others participating in the 'Green Card' system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice.

The following covers do not apply outside the Republic of Ireland:

- Section 6 – Loss of or Damage to Your Vehicle.

Vehicles registered outside the Republic of Ireland

If We agree to insure a Vehicle that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Vehicle while You are using it in the country where it is registered.

About the Insurers

This Policy is arranged by:

Patrona Underwriting Limited

The Bushels

Commarket

Wexford

Telephone: +353 (0)53 9180300

Patrona Underwriting Limited is regulated by the Central Bank of Ireland.

This Policy is underwritten by the Insurer(s) shown in your Policy Schedule.

Section 2: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

Approved repairer

A Tradesperson or Company that We have approved and authorised to repair Your Vehicle, after a claim.

Approved Windscreen Supplier

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Vehicle, after a claim.

Bodily injury

Physical damage to a person's body that was caused by a motor accident or incident.

Certificate of Motor Insurance

The current document that proves You have the motor insurance You need by law. The Certificate of Motor Insurance shows who can drive Your vehicle, the Uses permitted on a road or in any other public place, as needed by the Road Traffic Acts. The Certificate of Motor Insurance does not show the cover You have.

Commercial Vehicle

Any motor vehicle manufactured for the carriage of goods up to a maximum gross vehicle Weight of 46,000kg.

Excess

The amount You must pay towards the cost of any claim.

Fire Brigade charges

Charges made by a fire authority under the Fire Services Act 1981 to:

- control or put out a fire in or on Your vehicle (in circumstances which have given rise to a valid claim under Your policy); and
- remove the driver or passengers from the vehicle Using cutting equipment

Great Britain

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Insured person

- You and anyone else You have given Us information about and that We have agreed to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance except a person in the motor trade driving Your Vehicle for the purposes of overhaul, upkeep or repair;
- anyone who is inside, getting into, or getting out of Your Vehicle, with Your permission;
- the owner of Your Vehicle (if You ask Us);
- terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

Ireland

The Republic of Ireland

Market value

The amount of money You would have got for Your Vehicle if You offered it for sale at the time of the accident, loss or damage.

Passenger

Any person (other than the person driving) who is inside Your Vehicle, or getting into or out of it.

Period of Insurance

The period of time covered by this Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

Schedule

The document which gives details of the cover You have.

Signage

Any additional commercial logos, advertisements or contact details on Your Vehicle.

Tool of Trade

Any Vehicle, implement or device Used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering or supporting any object or person.

Trailer

A non-motorized vehicle designed to be pulled behind a motor vehicle in particular a heavy goods vehicle designed to haul same.

Underwriter

A financial professional that evaluates and measures risk for the purpose of insurance and uses all available information to set premium pricing and terms of cover for a given risk or risk(s) presented for evaluation.

We, Us, Our

The insurer for each Section in this Policy, as shown in Your Schedule.

You, Your

The Policy Holder named in Your Schedule.

Your Vehicle

Any Commercial Vehicle, that You have given Us details of and which We describe in the policy schedule and under the heading of 'Vehicles or classes of vehicles, the Use of which is covered' in the Certificate of Motor Insurance that We have given You and which is still in force, Commercial Vehicle with a maximum gross vehicle weight of 46000kgs that you own or are responsible for.

Section 3: General Conditions

Keeping to these conditions

You must keep to these conditions before We will make any payment under this policy.

- A. The information You gave Us in the Proposal Form must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form forms the basis of this contract.
- B. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- C. You must inform Us of any relevant information or material facts that could affect either the premium (the cost of insurance) or Our decision to provide insurance since the start date of Your Policy or since Your last renewal date (whichever is the most recent).
- D. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.
- E. You must use Your Vehicle in accordance with the limitations as to use; this is the permitted use of Your Vehicle as shown in Your Certificate of Motor Insurance

Claims

- A. You, or any other person responsible for a claim under this Policy, must:
 - i. tell Us immediately about any event that could lead to a claim;
 - ii. immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
 - iii. tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
 - iv. give Us all the information and help We may need in order to deal with a claim;
 - v. NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
 - vi. cooperate with anyone who acts on Our behalf; and
 - vii. do whatever You (or any other person insured under this Policy) can to protect Your Vehicle and its parts or accessories.
- B. We may take any of the following actions:
 - i. take over, defend, or settle any claims in Your name or that of any other person covered by this Policy, and We may take legal action in Your name or the name of any other person covered by this Policy to recover any payments We make;
 - ii. recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers'

Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy.

- C. If at the time of a claim:
- i. You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
 - ii. any other Insured Person also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim

Cancellation

A. Cancellation by You

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of Sections 7 – Windscreen and Windows;
- if your policy is still within its first year work out a premium according to the short period table below, or otherwise a proportionate premium, for the period that You were insured by Us for the remaining Sections;
- deduct an administration fee of €25; and
- refund You the balance of the premium You have paid, provided the balance is €25 or more.

B. Cancellation by Us

We may cancel this Policy with 10 days' notice by sending a registered letter to Your last-known address. We will:

- keep any premium You paid in respect of Sections 7 – Windscreen and Windows;
- work out a proportionate premium for the period that You were insured by Us,
- for the remaining Sections;
- deduct an administration fee of €25; and
- refund the balance of the premium You have paid, provided the balance is €25
- or more.

Short period rates	
<i>Period for which cover operated in the first year</i>	<i>Percentage of yearly premium that We will keep</i>
Not more than 1 month	30%
Not more than 2 months	40%
Not more than 3 months	50%
Not more than 4 months	60%
Not more than 5 months	70%
Not more than 6 months	80%
Not more than 7 months	90%
8 months or over	100%

Fraud

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent (dishonest) claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim.

Duty to take care

Any person claiming cover under this Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Vehicle in a roadworthy condition. While unattended, Your Vehicle must be left locked. The ignition key must never be left with Your Vehicle. You must allow us to examine Your Vehicle.

Minimum adjustment premiums

If a change to Your Policy results in You owing Us an additional premium, We will charge You only if the amount due is €25 or more. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

Section 4: General Exceptions

A. **Except where it is necessary to meet the requirements of Road Traffic legislation, We will NOT pay for:**

1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
2. any accident, injury, loss, or damage arising during or as a result of a riot or civil
3. commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
4. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
5. loss of or damage to any property, or for any indirect or consequential loss or expense, or for any legal liability directly or indirectly caused by, contributed to, or arising from
 - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel, or
 - (ii) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it;
6. any consequence of war, revolution, or a similar event;
7. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
8. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airport, airfield, or military base, which is provided for
 - (i) the take-off or landing of aircraft and for the movement of aircraft on the ground, or
 - (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
9. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour, or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
10. Carrying of any Hazardous substances or goods (any dangerous, toxic or explosive goods or substances which require labelling as hazardous in any form by law) other than as a part of a groupage load of which has been fully disclosed and agreed with underwriters prior to carriage of same, any such agreement will be noted in Your policy schedule.
11. The insurer shall not be liable for any accident, injury, loss, damage (including consequential loss) caused by pollution or contamination as a result of any load seeping or any load spilling from Your vehicle or any vehicle in Your care custody or control.
12. Any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically

or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses

B. We will NOT pay for:

- I. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
any liability You have agreed to accept that You would not otherwise have been liable for.

Section 5: Liability to third Parties

What is covered under this section

We will pay:

the full amount in damages and legal costs an Insured Person (or their legal personal representatives) may have to pay for being legally liable for a person's death or bodily injury; and

an amount an Insured Person (or their legal personal representatives) may have to pay in damages and legal costs for being legally liable for damage to property up to a limit of €6,500,000; arising as a result of an accident caused by or in connection with Your Vehicle.

Trailer Cover

Attached

The policy provides as standard, third party liability cover for trailers attached to the vehicle type specified in the policy schedule with a maximum gross vehicle Weight up to the permitted limit on Your driving licence and used in accordance with the manufacturers (of both vehicle & trailer) specifications and instructions.

Detached

Depending on the limits, exceptions and conditions of the Policy and Certificate of Insurance, this policy covers liability under the Road Traffic Act of any person insured by this policy for any detached trailer You own or that is in Your care provided that

- A. where detached such trailer is kept in a secure and protected environment
- B. Such trailer is not attached to any vehicle which is not covered under this Policy

However, We will not cover the following:

- 1. All trailers that do not meet with Irish Road Traffic Regulations when in use in a public place. These regulations set out the law in relation to weights, lights, brakes, plating, under-run, side-guards, securing of loads.
- 2. Use while drawing a greater number of trailers permitted by law.

Use by a member of the motor trade

If Your Vehicle is being used by a member of the motor trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section, and does not cover the person in the motor trade who is using it.

Loading and unloading

We will cover any Insured Person while Your Vehicle is being loaded or unloaded under the terms of this Section. Loading starts when the load is lifted clear of the ground or clear of equipment used to move the load (such as a pallet truck or trolley) in order to place the load in or on Your Vehicle. Unloading is finished when the load is taken from Your Vehicle and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Vehicle.

Indemnity to principal

We will cover a principal (a person or business that becomes liable for the negligent act of an Insured Person) under the terms of this Section if they do not have insurance under any other Policy covering that liability or a part of it, and if they keep to this Policy's terms and conditions as far as possible.

Application of Policy Limits

If more than one Insured Person is entitled to cover under this Policy for the same incident, claims against You will be paid as a priority, up to the limit payable. Claims against other Insured Persons will then be paid until the limit payable is reached in respect of all claims, including Yours.

Legal Costs

If they relate to an incident which is covered under this Section We may pay

The fees of solicitors asked to represent anyone We insure at a coroner's inquest or defence in any District Court; and

The costs defending a charge under sub-section 2(A) of Section 53 of the Road Traffic Act 1961 of manslaughter or causing death or serious bodily harm by dangerous driving.

You must have our written permission to incur these costs before We will make any payment.

Compulsory insurance in the European Union and other countries

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom (www.MIB.org.uk). The list changes from time to time. (Neither Patrona Underwriting Limited nor the Insurers providing cover under this Policy have any control over the content of this website.)

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

What is NOT covered under this Section

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving Your Vehicle;
6. damage to Your Vehicle;
7. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
8. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Vehicle while it is being repaired or serviced;
9. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.
10. loss or damage to any weighbridge, viaduct, road, or other surface or anything under the surface over which the Your Vehicle is driven, caused by the weight or vibration of Your Vehicle;
11. loss, damage, or legal liability caused by pollution or contamination that is a result of a load seeping or spilling from, or shifting in, your Vehicle;
12. any liability, loss, damage, or expense resulting from using the Your Vehicle or any machinery attached to it, as a Tool of Trade;
13. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used to cook, prepare, sell, or serve any food or drink;
14. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used as a mobile shop; or
15. any liability that arises because an Insured Person deliberately causes death, injury or damage.

Section 6: Loss of or damage to Your Vehicle

If You have chosen Third Party, Fire and Theft insurance, all of the cover provided by this Section is limited to loss or damage caused by fire, or theft, or attempted theft.

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

Your Schedule shows which covers, described below, apply to Your Policy.

What is covered under this Section

Loss of or damage to Your Vehicle

We will pay for loss of or damage to Your Vehicle, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

Towing and storage charges

If You ask Us first, We will pay the reasonable cost of protecting Your Vehicle by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Vehicle anywhere outside Ireland, unless We have agreed to do so before such costs are incurred.

We may arrange a safe place to keep Your Vehicle for up to 4 days while it is waiting to be repaired or otherwise dealt with.

Fire Brigade charges

Your Schedule shows whether You have this cover.

If You have this cover We will pay up to €1500 if You are liable to pay charges made under the Fire Services Act 1981 by a fire authority to:

- A. control or put out a fire on or in Your vehicle (in circumstances which have given rise to a valid claim under Your policy); and
- B. remove the driver or passengers from the vehicle using cutting equipment.

Trailer(s)

Your Schedule shows whether You have this cover.

If You have this cover, We will pay to repair or replace a trailer that is specified in the Schedule; Your own Trailer(s) but only where full details have been given to and accepted by us and where applicable where the appropriate premium has been paid; also provided that:

- A. You pay any Excess that applies to Your Policy;
- B. the trailer is in Your custody, care and control;
- C. where detached such trailer is kept in a secure and protected environment
- D. such trailer is not attached to any vehicle which is not covered under this Policy
- E. the trailer is fitted with an operational anti-theft device;
- F. the trailer is not a caravan, mobile home, trailer-tent, boat-trailer, concession trailer, or any trailer that is fitted with machinery or other equipment;
- G. the trailer is not a disabled vehicle
- H. You or any other Insured Person is not using the trailer whilst tipping or as a tool of trade
- I. If it is attached to a towing vehicle;
 - i. that vehicle is also Insured by this policy, and
 - ii. the number of trailers being towed does not exceed the number allowed by law;
- J. the trailer was built by a professional trailer manufacturer; and
- K. if the cover You have chosen is Third Party, Fire and Theft, the cause of the loss or damage is by fire or theft only.

We will not pay for any property carried in (or on) the trailer. The most We will pay to repair or replace Your trailer the amount You declared as the value of the trailer.

What is NOT covered under this Section

We will NOT pay:

1. the policy excess as stated in the policy document or schedule;
2. loss in value, Wear and tear; mechanical, electrical or electronic breakdown
3. damage to tyres by braking, punctures, cuts or bursts;
4. loss of use or other indirect loss such as travel costs or loss of earnings;
5. more than the lower of
 - i. the current market value of the vehicle at the time of the loss or
 - ii. the most recent valuation of Your Vehicle that You gave Us;
6. more than the lower of
 - i. 5% of the most recent valuation of Your Vehicle, or
 - ii. €650for loss or damage to radio, hi-fi, car-phone or CB radio equipment, unless We agree otherwise;
7. any costs in replacing Signage to Your Vehicle following a loss or accident;

9. loss of or damage to any modifications unless they form part of the manufacturers' standard specification or are optional extras that We have agreed to cover;
10. any more than Our share for loss or damage if, at the time of a claim, there is any other policy covering the loss or damage;
11. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
12. for any in the vehicle's value because it has been repaired;
13. for the cost of hiring another vehicle;
14. for loss or damage caused by theft or attempted theft if Your Vehicle was taken by a member of Your family or Your household or taken by an employee or ex-employee of the owner of Your Vehicle unless You can provide Us with written confirmation of notifying An Garda Siochana or local police of the theft;
15. for loss of or damage to Your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognize any date as the true calendar date;
16. for loss of or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on Your Vehicle while it is unattended;
17. for loss or damage arising from using Your vehicle in a rally, competition, trial on any race track, circuit or other prepared courses;
18. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
19. for the costs of importing parts or accessories from outside the European Union;
20. for the extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives;
21. for loss of or damage to caravans, mobile homes, trailer tents, boat trailers, and any other trailer which includes fitted machinery or other equipment;
22. any loss, damage or expense caused by any driver that has been disqualified from driving or has failed to disclose penalty points or motoring convictions;
23. any loss, damage or expense caused by a provisional license or learner permit holder that does not meet the conditions of his/her license;
24. for loss or damage costing more than €120,000.
25. loss of damage to
 - a. a drum or hopper of a any concrete mixer or agitated carrier
or
 - b. any machinery pipe or hose used for processing or discharging of the load resulting in the solidification of the concrete or any such substance
26. for loss caused by deception by a supposed purchaser and / or their agent(s);
27. for additional loss or damage caused by moving or recovering Your Vehicle an after it was damaged; or
28. for loss or damage resulting from using Your Vehicle or Trailer, whilst tipping or machinery attached to it, as a tool of trade

How We deal with and pay claims under this Section

Repairing or replacing Your Vehicle or Trailer

We can choose to:

- A. pay You an amount to repair Your Vehicle or Trailer;
- B. pay a repairer to repair Your Vehicle or Trailer;
- C. pay an amount to the owner, if that is not You;
- D. pay You, or the owner described in a hire-purchase or contract-hire agreement, an amount to replace Your Vehicle or Trailer, if we are treating it as a total loss; or
- E. replace Your Vehicle or Trailer, or any part or accessory from it.

The most We will pay is:

the lesser amount of either:

- A. the Market Value of Your Vehicle or Trailer; or
- B. the amount which You insured Your Vehicle or Trailer for; or
- C. the cost of repairing Your Vehicle or Trailer;

LESS deductions for

- A. any Excess that applies; and
- B. the value of the remains of Your Vehicle or Trailer; and
- C. any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle

If a damaged part or accessory is no longer available, we will pay the cost shown in the manufacturer's last price list, and the reasonable cost of fitting, subject to the deductions above.

Writing-off Your Vehicle

If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), You must send Us:

- A. Your Certificate of Motor Insurance;
- B. Your insurance disc;
- C. the vehicle registration document;
- D. any certificate of roadworthiness (CRW), if Your Vehicle is required to have one by law;
- E. Your Vehicle's keys; and
- F. any documents We ask for before We pay Your claim.

The remains of Your Vehicle will still be Your property, unless We choose to keep them.

We do not have to choose this option. The value, if any, of the remains of Your Vehicle will be deducted from the amount We are due to pay You.

Settling claims for theft

We will treat Your Vehicle as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim.

You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Vehicle's keys and all the documentation We ask for when You make Your claim.

If Your Vehicle is stolen and You later get it back, or discover where it is, You must tell Us immediately.

If Your Vehicle is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Vehicle has not been found after 28 days, We will treat it as a total loss (a write-off).

Section 7: Windscreen and Windows

Your Schedule shows whether You have this cover.

We operate an Approved Windscreen Supplier through Allglass Windscreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone:

Republic of Ireland: 1890 809 804
Outside Republic of Ireland: +353 (0)1 882 5799

What is covered under this Section

If You have this cover, We will pay up to €500 in any Period of Insurance to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Vehicle, provided that You use Our Approved Windscreen Supplier (Allglass).

What is NOT covered under this Section

We will NOT pay:

1. more than
 - a. €500 in total; or
 - b. For more than 1 windscreen / window breakage claims, during any one Period of Insurance;
2. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
3. for damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass;
4. for damage to the mechanical or electrical window-winding mechanism;
5. for damage caused by wear, tear or negligence;
6. for damage caused by Your own deliberate actions;
7. for multiple damage due to vandalism
8. for the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Vehicle;
9. for any extra cost of glass, including the cost of importing it from outside the European Union;
10. for glass or perspex that is an integral part of a removable canopy or hood;
11. for any amount over the value of the broken glass;
12. any more than the Market Value of Your Vehicle, or the amount You insured it for if less; or
13. any breakage or repair You notify Us about more than 90 days after it happened.

Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass for windscreens, window glass, and repairs to glass. You can get this by calling Patrona Windscreen Assist on the number given above and quoting Your current Patrona Insurance Policy number.

Section 8: Endorsements

I. Excluding all damage while in Use as a Tool of Trade

We will not cover liability resulting in death or injury to any person, third party property damage or damage to the vehicle as a result from You using the Vehicle or machinery attached to it, as a Tool of Trade

Patrona Underwriting Ltd.

The Bushels, Cornmarket, Wexford.

t 053 91 80300 **f** 053 91 80399

e info@patrona.ie **w** www.patrona.ie

Policy Document valid as at February 2018

