

ARRANGED BY  
**PATRONA**  
UNDERWRITING

You can trust in our service

Only available through  
your Insurance Intermediary

# FLEXI VAN INSURANCE

## Policy Document

UNDERWRITTEN BY



GEFION\*INSURANCE

**Issue 2018 05 PE**

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Qudos Insurance A/S  
Købmagergade 22, 1  
1150 Copenhagen K  
Denmark  
[www.qudosinsurance.dk](http://www.qudosinsurance.dk)

Qudos Insurance A/S is authorised and regulated by the Finanstilsynet (Danish FSA). Danish FSA register number 53112 and CVR. No. DK 3395 6967

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



**GEFION** × **INSURANCE**

Gefion Insurance A/S  
Østergade 10,  
DK-1100 Copenhagen,  
Denmark  
[www.gefioninsurance.com](http://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](mailto:info@patrona.ie)  
[www.patrona.ie](http://www.patrona.ie)

Patrona Underwriting Limited is regulated by the Central Bank of Ireland

# Patrona Underwriting Limited

## Flexi Van Policy document

### 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.

Our Flexi Van Policies let You choose the level of cover that suits You best. Your Schedule shows what parts of the Policy apply to You. 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. This information is either in a Proposal Form signed by You, or in a document that confirms statements You have made, called a Statement of Fact. 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 B – Definitions unless We and You, the Policy Holder, agree otherwise.

### If You ever need to make a claim please call Us on:

**Republic of Ireland:**

**053 91 80333**

**Outside Republic of Ireland:**

**+353 (0)53 91 80333**



Tony Wright CEO  
Patrona Underwriting Limited



# Contents

<b>A:</b> Important Information	5
1. Disclosure of information	5
2. Data Protection Notice	5
3. Your right to a cooling-off period	11
4. Insurance Act 1936	11
5. Using Your Van abroad	11
6. Vehicles registered outside the Republic of Ireland	11
7. Following an accident	11
8. About the insurers	12
9. Complaints	13
<b>B:</b> Definitions	15
<b>C:</b> General Conditions	18
<b>D:</b> General Exceptions	21
<b>Section 1:</b> Liability to Others	22
<b>Section 2:</b> Loss of or Damage to Your Van	25
<b>Section 3:</b> No Claims Discount	31
<b>Section 4:</b> Medical Expenses	33
<b>Section 5:</b> Theft of Tools	33
<b>Section 6:</b> Replacement Locks	34
<b>Section 7:</b> Fire Brigade Charges	34
<b>Section 8:</b> Windscreen and Windows	35
<b>Section 9:</b> Accidental Death	36
<b>Section 10:</b> Breakdown Assistance	40
<b>Section 11:</b> Motor Legal Expenses	44
<b>Section 12:</b> Endorsements	50

# A: Important Information

## 1. 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 in the Proposal Form that You signed, or in the Statement of Fact document.

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.

## 2. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see [www.qudosinsurance.dk](http://www.qudosinsurance.dk), [www.gefioninsurance.com](http://www.gefioninsurance.com), or [www.patrona.ie](http://www.patrona.ie), or contact us using the details in Section 11 below.

In this Data Protection Notice:

**Insurer** refers to Qudos Insurance A/S and Gefion Insurance A/S,

**Intermediary** refers to Patrona Underwriting Limited, who arrange and administer insurance and handle claims,

together, referred to as "we", "us" and our."

**You / your** means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

**Your data** means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

**Please read the following carefully to understand our use of your data.**

**Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.**

### **I. What Personal Data may we collect about you?**

The types of data that are processed may include:

<b>Category</b>	<b>Types of Data Collected</b>
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and anti-fraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti-fraud databases related to you.
Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.
Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

### **2. The Purposes of, and Legal Basis for, Processing Your Data**

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) It is necessary for the performance of a contract to which you are a party; or
- b) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- c) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover; assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; or
- d) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

### **3. Criminal Convictions**

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law. This may or may not require your consent.

### **4. Special Categories of Personal Data**

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or
- necessary for reasons of substantial public interest on the basis of law.

### **5. Who We Share Your Information with**

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us, your Intermediary and other insurers, either directly or via those acting for the Insurer;
- regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;

- legal, financial, medical and other professional advisors; and
- the Insurers' reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover; assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.

Please see [www.qudosinsurance.dk](http://www.qudosinsurance.dk) or [www.gefioninsurance.com](http://www.gefioninsurance.com) for more detailed information on processing by the Insurers' reinsurers and other parts of the Insurers' groups.

## **6. Transfer of Personal Data outside the EEA**

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

## **7. How Long we Keep Your Data**

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it.

Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 15 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

## **8. Automated Decision Making**

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you. However in certain circumstances we are entitled to use automated decision-making and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. Where we base a decision on solely automated decision-making you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.



## **9. Your Data Rights**

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- request correction of your data if it is inaccurate or incomplete;
- request deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to request information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant effects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, such as when the processing of your data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

## **10. Consequences of Failure to Provide Information**

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below.

## 11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

<b>Insurer</b>	<b>Intermediary</b>
<p><b>Gefion Insurance A/S</b> Data Protection Officer Østergade 10, DK-1100 Copenhagen K E-mail: <a href="mailto:dpo@gefioninsurance.com">dpo@gefioninsurance.com</a> Tel: +45 7060 6900</p> <p>Gefion Insurance A/S is an insurance company regulated by the Finanstilsynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules. Gefion Insurance A/S is licensed in Denmark and operates throughout the EU/EEA.</p>	<p><b>Patrona Underwriting Limited</b> Data Protection Officer Patrona Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 E-mail: <a href="mailto:customerservices@patrona.ie">customerservices@patrona.ie</a></p>
<p><b>Qudos Insurance A/S</b> Data Protection Officer Købmagergade 22, I 1150 Copenhagen K E-mail: <a href="mailto:info@qudosinsurance.dk">info@qudosinsurance.dk</a> Tel: +45 3126 5550</p> <p>Qudos Insurance A/S is an insurance company regulated by the Finanstilsynet in Denmark and is regulated by the Central Bank of Ireland for conduct of business rules. Qudos Insurance A/S is licensed in Denmark and operates throughout the EU/EEA.</p>	

## 12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commissioner. Please see the below contact details:

Data Protection Commissioner  
Canal House  
Station Road  
Portarlinton  
County Laois  
R32 AP23

Phone: +353 (0)761 104 800.  
E-Mail: [info@dataprotection.ie](mailto:info@dataprotection.ie)  
Website: [www.dataprotection.ie](http://www.dataprotection.ie)

## 13. Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

### **3. Your right to a cooling-off period**

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.

### **4. Insurance Act 1936**

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.

### **5. Using Your Van abroad**

Except for the Sections shown below, this Policy applies while You use Your Irish-registered van 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 of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule shows that they do:

Section 1, Sub-Section B – Driving other Vans

Section 2 – Loss of or Damage to Your Van

Section 10 – Breakdown Assistance.

### **6. Vehicles registered outside the Republic of Ireland**

If We agree to insure a Van 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 Van while You are using it in the country where it is registered.

### **7. 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 Van 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: 1890 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

#### **Breakdown Assistance Helpline number**

Republic of Ireland (this call is free): 1800 806 800  
Northern Ireland: +353 (0)91 560670

For full details of Breakdown Assistance cover, refer to Section 10 – Breakdown Assistance. Please let Us know immediately about any event which could lead to a claim.

## **8. About the Insurers**

This Policy is arranged by:

### **Patrona Underwriting Limited**

The Bushels  
Cornmarket  
Wexford  
Telephone:  
Email:

+353 (0)53 9180300  
flexivan@patrona.ie

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

This Policy is underwritten by the Underwriters shown in Your Schedule.

## 9. Complaints

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

For complaints relating to Section 9 – Accidental Death, Section 10 – Breakdown Assistance, or Section 11 – Motor Legal Expenses, please refer to the individual Sections later in this booklet. For any other complaint, 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 training and quality control purposes.

### Making a complaint

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) who You bought this Insurance Policy from.
<b>Step 2</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:  Customer Services Team Patrona Underwriting Ltd The Bushels Cornmarket Wexford Ireland  Telephone: +353 (0)53 9180322 Fax: +353 (0)53 9180399 Email: customerservice@patrona.ie
<b>Step 3</b>	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.

<b>Step 4</b>	<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>Phone: +353 (0)1 567 7000 email: <a href="mailto:info@fspo.ie">info@fspo.ie</a> website: <a href="http://www.fspo.ie">www.fspo.ie</a></p>
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## B: 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 Van, 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 Van, 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 document We sent You when You bought or renewed this Policy, which proves that You have the current motor insurance You need by law.

### **Endorsement**

A change or addition to the terms of the Policy. Endorsements may be included in this document or sent to You separately.

### **Excess**

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

### **Fire Brigade Charges**

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Van, and / or
- remove the driver or Passengers from Your Van using cutting equipment.

### **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 Van for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Van for social, domestic, or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Van, with Your permission;
- the owner of Your Van (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

## **Ireland**

The Republic of Ireland.

## **Light Commercial Vehicle**

A vehicle primarily designed for carrying goods of not more than 2,540 kgs (carrying capacity) that can legally be driven by a person holding a Class B driving licence, excluding quad bikes, agricultural vehicles, private Cars, and any Tool of Trade

## **Market Value**

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

## **Partner**

Your husband, wife, or other person You are in a relationship with, who lives at the same address as You and shares financial responsibilities with You. This does not include business partners or associates.

## **Passenger**

Any person (other than the person driving) who is inside Your Van, 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.

## **Proposal Form / Statement of Fact**

The document completed and signed by You, or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

## **Schedule**

The document that We sent to You when You bought or renewed this Policy, which gives details of the cover You have.

## **Territorial Limits**

All Sections except Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses:

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

### **Section 1 – Liability to Others (Third Parties)**

In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Van is being used anywhere within the European Union, and in other countries that are members of the Green Card system.



## Section 2 – Loss of or Damage to Your Van

In addition to the territories shown above, this Section provides cover while Your Van is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during 1 or more journeys) in each Period of Insurance, which is shown in Your Schedule.

Please refer to Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses for the Territorial Limits that apply to those Sections.

### **Terrorism**

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

### **Tool of Trade**

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

### **Tracking Device**

A piece of equipment used for remotely establishing the location of Your Van that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

### **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 Van**

A vehicle You have given Us details of and that We have agreed to insure.

# C: General Conditions

## 1. Keeping to these conditions

- A. The information You gave Us in the Proposal Form or Statement of Fact declaration must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form or Statement of Fact 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.

## 2. 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 Van 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 person covered by this Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

### **3. Cancellation and suspension of cover**

#### **A. Cancellation by You**

##### **(i) Within the cooling-off period**

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning Your 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 the premium less a proportionate amount for the days You were insured by Us.

##### **(ii) Outside the cooling-off period**

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 these sections: Section 8 – Windscreen and Windows, Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses;
- 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 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 these sections: Section 8 – Windscreen and Windows, Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses;
- 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.

### **4. Suspension of cover**

You may request a suspension of Section 1 – Liability to Others (Third Parties) of Your Policy, if:

- You return Your Certificate of Motor Insurance and insurance disc to Us;
- cover is suspended for at least 30 consecutive days; and
- there has been no claim made or incurred by You in the current Period of Insurance.

We will refund You some of Your premium, based on the time Your Van is out of use. The amount We refund may not be proportional to the period of suspension. However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of suspension.

## **5. Non-refundable premiums**

If You cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Sections:

- 8 – Windscreen and Windows
- 9 – Accidental Death
- 10 – Breakdown Assistance
- 11 – Motor Legal Expenses.

## **6. Mid-term alterations**

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €15. 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.

## **7. Temporary alterations**

If We agree in advance, the Van that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

## **8. 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.

## **9. 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 Van in a roadworthy condition. While unattended, Your Van must be left locked. The ignition key must never be left with Your Van. You must allow us to examine Your Van.

## D: 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 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);
  3. 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;
  4. 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;
  5. any consequence of war; revolution, or a similar event;
  6. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
  7. 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;
  8. 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;
  9. 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:
1. 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;
  2. any liability You have agreed to accept that You would not otherwise have been liable for.

# Section I: Liability to Others

## What is covered under this Section

### IA Driving Your Van

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Van, or
- damage to property belonging to other people as a result of an accident involving the use of Your Van. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €6,500,000.

### IB Driving other Vans

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section IA (above) that happen as a result of an accident involving Your use of any other Light Commercial Vehicle that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland;
- is being used by You with the owner's permission; and
- is not insured by another policy of motor insurance.

You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance.

### IC 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](http://www.MIB.org.uk)). The list changes from time to time. (Neither Patrona Underwriting Limited nor the Underwriters 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.

### ID Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer; if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your care, if Your driving licence allows You to tow it.

## **IE Use by a member of the motor trade**

If Your Van 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.

## **IF Loading and unloading**

We will cover any Insured Person while Your Van 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 Van. Unloading is finished when the load is taken from Your Van and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Van.

## **IG 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.

## **IH 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 in IA above. Claims against other Insured Persons will then be paid until the limit in IA above is reached in respect of all claims, including Yours.

## **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 any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
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 Van 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 insured vehicle is driven, caused by the weight or vibration of the insured 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, the insured vehicle;
12. any liability, loss, damage, or expense resulting from using the insured vehicle or any machinery attached to it as a Tool of Trade;
13. any liability, loss, damage, or expense caused while the insured 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 insured 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 2: Loss of or damage to Your Van

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

#### 2A Loss of or damage to Your Van

We will pay for loss of or damage to Your Van, 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.

#### 2B Damage to other Light Commercial Vehicles You drive

**Your Schedule shows whether You have this cover.**

If You have this cover, the term 'Your Van' under the rest of this Section also means a Light Commercial Vehicle that You are driving.

We will pay, as if it was Your Van, for damage to any other Light Commercial Vehicle that You are driving but do not own, provided:

- A. the Light Commercial Vehicle You are driving is not under a hire-purchase, contract-hire, or lease agreement in Your name;
- B. You are covered to drive it under Section 1 – Liability to Others (Third Parties) of this Policy;
- C. it is a Light Commercial Vehicle with a market value of not more than €60,000;
- D. it is registered in, and being driven in, Ireland;
- E. You have the owner's permission to drive it;
- F. You are not a limited company, partnership, or similar entity unless we have agreed to allow a named individual to have this benefit;
- G. Your Van is still in Your possession and in a roadworthy condition;
- H. You are not using this Section to cover Your driving of a vehicle to secure its release from seizure by any government or public authority; and
- I. the Light Commercial Vehicle You are driving is not insured by another policy of motor insurance.

#### 2C Trailers

**Your Schedule shows whether You have this cover.**

If You have this cover, We will pay to repair or replace a trailer that You own and that You have given Us details of, provided that:

- A. You pay the compulsory Excess of €250, and any additional voluntary Excess that applies to Your Policy;
- B. the trailer is in Your custody, care and control;
- C. the trailer is fitted with an operational anti-theft device;

- D. 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;
- E. the trailer was built by a professional trailer manufacturer; and
- F. 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 is €2,500, or the amount You declared as the value of the trailer if this is lower.

## **2D New Van replacement**

***Your Schedule shows whether You have this cover.***

For this cover to apply, You must insure Your Van for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Van that happens within 12 months of its registration as a new vehicle, We will replace it with a new Van of the same make and model, provided that:

- A. the same make and model of Van is available in Ireland;
- B. You are the original and only owner of Your Van from new;
- C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair, reinstatement or replacement is more than 60% of the current list price in Ireland of Your Van when new; and
- D. Your Van had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement Van of the same make, model and specification is not available, or if Your Van was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Van, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Van when You bought it, less 10%.

## **2E Loss of or damage to Your Van in the European Union and other countries**

This Policy applies for the aggregate period (the combined number of days You were abroad during one or more journeys) shown in Your Schedule, while Your Van is 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](http://www.MIB.org.uk)). The list changes from time to time. (Neither Patrona Underwriting Limited nor the Underwriters giving cover under this Policy have any control over the content of this website.)

## **2F Courtesy van**

***Your Schedule shows whether You have this cover.***

If You have this cover, We will provide You with a free courtesy van of the smallest class available up to the maximum number of days shown in Your Schedule, while Your Van is at

an Approved Repairer; or is being treated as a total loss (written off), and so is not being repaired. This cover only applies if You use an Approved Repairer.

## **2G Towing and storage charges**

If You ask Us first, and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Van 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 Van anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Van for up to 4 days while it is waiting to be repaired or otherwise dealt with.

## **2H Signage**

***Your Schedule shows whether You have this cover.***

We will pay up to the amount shown in Your Schedule in each Period of Insurance to replace lost or damaged signage in or on Your Van. Providing You are not claiming for any other loss or damage, We will not apply a Policy Excess and You will not lose any No Claims Discount.

## **2I Refrigeration**

***Your Schedule shows whether You have this cover.***

We will pay up to the amount shown in Your Schedule in each Period of Insurance to replace a lost or damaged refrigeration unit in or on Your Van. Providing You are not claiming for any other loss or damage, We will not apply a Policy Excess and You will not lose any No Claims Discount.

## **What is NOT covered under this Section**

We will NOT pay:

1. for the Policy Excesses as stated in Your Policy document or Schedule;
2. for loss in value, wear and tear; or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either
  - (i) the current Market Value of Your Van at the time of the loss or damage, or
  - (ii) the most recent value of Your Van that You gave Us as shown in Your Schedule
6. more than the lower of either
  - (i) €650, or
  - (ii) 5% of the most recent value You gave Us for Your Van as shown in Your Schedule, for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Van or did not come with Your Van when new;
7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;
8. for 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;
9. 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;
  10. for any reduction in Your Van's value because it has been damaged or repaired;
  11. for the cost of hiring another vehicle;
  12. for loss or damage caused by theft or attempted theft of Your Van by a member of Your family, Your household, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
  13. for loss of or damage to Your Van's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
  14. for loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured, or left in (or on) Your Van while it is unattended;
  15. for loss or damage from using Your Van in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
  16. 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;
  17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
  18. for indirect loss, such as travel costs or loss of earnings;
  19. 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;
  20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
  21. 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;
  22. more than €60,000 for loss or damage caused by theft or attempted theft, unless Your Van is fitted with an operational Tracking Device;
  23. for any loss or damage if You do not immediately report the theft of Your Van to the Gardai or local police, and to the monitoring service if Your Van is fitted with any monitored security device including a Tracking Device;
  24. for loss or damage costing more than €75,000, unless We have agreed to provide cover for a higher amount;
  25. for loss caused by deception by a supposed purchaser and / or their agent(s);
  26. for additional loss or damage caused by moving or recovering Your Van after it was damaged;  
or
  27. For damage caused when Your Van is being repossessed

## **Excesses**

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For accidental or malicious damage any claim under this Section the Excess will be:

- the amount shown in Your Schedule as the standard Excess PLUS
- the amount of additional Excess shown in Your Schedule PLUS
- €400 if the driver of Your Van is aged 24 or under, aged 80 or over, or does not hold a full driving licence PLUS
- €250 if You do not use one of Our Approved Repairers to repair Your Van

## How We deal with and pay claims under this Section

### Repairing Your Van

- A. Unless We are treating Your Van as a total loss (a write-off), We can choose to:
- (i) pay You an amount to repair it;
  - (ii) pay a repairer to repair it;
  - (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire-purchase or contract-hire agreement; or
  - (iv) replace Your Van, or any part or accessory from it.
- B. The most We will pay is the lesser amount of either:
- (i) the Market Value of Your Van, less the Excess, and less the value of any remains of Your Van;
  - (ii) the amount which You insured Your Van for, less the Excess, and less the value of any remains of it; or
  - (iii) the cost of repairing Your Van, less the Excess.
- C. If any lost or damaged part or accessory is no longer available, the most We will pay is:
- (i) the cost shown in the manufacturer's last price list, and
  - (ii) the reasonable cost of fitting.

### Writing-off Your Van

- A. If We are treating Your Van as a total loss (writing-off Your Van), We can choose to:
- (i) give You an amount to replace Your Van;
  - (ii) pay an amount to the owner, if that is not You, or to the owner described in a hire-purchase or contract-hire agreement; or
  - (iii) replace Your Van.
- B. The most We will pay if We are writing-off Your Van will be the lesser of either:
- (i) the Market Value of Your Van, less the Excess, and less the value of any remains of it, or
  - (ii) the amount You insured Your Van for, less the Excess, and less the value of any remains of it.
- C. Before We pay Your claim, You must send Us:
- (i) Your Certificate of Motor Insurance;
  - (ii) Your insurance disc;
  - (iii) the vehicle registration document;
  - (iv) any certificate of roadworthiness, such as a National Car Test certificate (NCT) or commercial Certificate of Roadworthiness (CRW), if Your Van is required to have one by law;
  - (v) Your Van's keys; and
  - (vi) any documents We ask for.

The remains of Your Van 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 Van will be deducted from the money We are due to pay You.

### **Settling claims for theft**

We will treat Your Van 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 Van keys and all the documentation We ask for when You make Your claim. If Your Van is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Van is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

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

## Section 3: No Claims Discount

### No Claims Discount (NCD)

You may have been given a No Claims Discount. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the maximum discount We allow.

If You insure more than 1 vehicle with Us, You earn the No Claims Discount on each one separately.

We will not discount any premiums for cover under Sections 8 – Windscreen and Windows, Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses.

Any payment We make for fire or theft under Section 2 – Loss of or Damage to Your Van, or windscreen claims under Section 8 – Windscreen and Windows, will not affect Your No Claims Discount.

If You make a claim, Your No Claims Discount will be reduced to zero at the next renewal unless You have a Policy with one of Our No Claim Discount Protection options (see below).

### Our uninsured driver promise

If You make a claim for damage to Your Van that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number; make and model of the vehicle that hit You, as far as You know. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident that You know about.

### **A Fully Protected No Claims Discount** **Your Schedule shows whether You have this cover.**

If You have this cover, and if there are up to 2 claims in a consecutive 3-year period, Your existing No Claims Discount years allowed will not change.

If there is a third claim in a consecutive 3-year period, the No Claims Discount years allowed will be reduced to zero.

While the number of No Claim Discount years allowed will not change, the percentage discount that each year represents may change and Your premium may still increase following such claims.

**B Step Back No Claims Discount**  
**Your Schedule shows whether You have this cover.**

If You have this cover and a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

<b>No Claims Discount years at the time of a claim</b>	<b>Step Back No Claims Discount years allowed at the next renewal</b>
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or less years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.



## Section 4: Medical Expenses

**Your Schedule shows whether You have this cover.**

If You have this cover We will pay medical expenses up to the amount shown in Your Schedule in respect of each person injured if Your Van is involved in an accident, provided there is no cover in force under another Policy.

## Section 5: Theft of Tools

**Your Schedule shows whether You have this cover.**

If You have this cover We will pay up to €500 in total to replace Your professional tools if Your Van is stolen and missing for at least 6 hours with Your tools in it. You must pay the first €25 of any claim under this section.

A claim under this section will not affect Your No-Claims Discount.

### **What is NOT covered under this section**

We will not pay:

1. for any Value Added Tax (VAT) You can recover;
2. anything if Your Van was not taken away at the same time the tools are stolen;
3. more than €500 in total;
4. more than €250 for any one tool, tool set or part of a tool;
5. more than €100 for any one tool, tool set or part of a tool if You do not have proof of purchase of it;
6. for more than one claim under this section in each Period of Insurance;
7. anything unless you are also making valid claim for the theft of Your Van under Section 2 of this policy arising from the same incident of theft;
8. anything if you do not report the theft to the Gardai or appropriate police force;
9. for tools that do not belong to You;
10. for tools that are not in keeping with the last occupation You declared to Us;
11. for computers, laptops, tablets or mobile phones, or any software on any of them; and
12. for any tools that are covered under any other insurance policy.

All limits in this section include Value Added Tax (VAT) but We will exclude VAT if You can recover it, when We pay your claim.

## Section 6: Replacement Locks

***Your Schedule shows whether You have this cover.***

### **What is covered under this Section**

If the keys of Your Van are lost or stolen, We will pay up to the amount shown in Your Schedule

- to replace the keys, and
- if the keys could be in the possession of a person who knows where You keep Your Van, to replace or re-code locks and alarms.

### **What is NOT covered under this Section**

We will NOT pay:

1. if the keys are stolen by deception or fraud or taken by a member of Your household;
2. if the keys are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Van.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 7: Fire Brigade Charges

***Your Schedule shows whether You have this cover.***

### **What is covered under this Section**

If You have this cover, We will pay up to the amount shown in Your Schedule if You are liable to pay charges made by a fire authority to:

- A. control or put out a fire in (or on) Your Van, providing You are also making a valid claim under Section 2 – Loss of or Damage to Your Van of this Policy for the same incident, and / or
- B. remove the driver or Passengers from Your Van using cutting equipment.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 8: 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 the amount shown in Your Schedule to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Van, provided that You use Our Approved Windscreen Supplier (Allglass).

### **What is NOT covered under this Section**

We will NOT pay for:

1. more than €500 in total for windscreen / window breakage claims during any Period of Insurance;
2. more than 2 windscreen / window breakage claims during any Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
4. 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;
5. damage to the mechanical or electrical window-winding mechanism;
6. damage caused by wear, tear or negligence;
7. damage caused by Your own deliberate actions;
8. the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Van;
9. any extra cost of glass, including the cost of importing it from outside the European Union;
10. glass or perspex that is an integral part of a removable canopy or hood;
11. any amount over the value of the broken glass;
12. any more than the Market Value of Your Van, 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.*

A claim made under this Section will not affect Your No Claims Discount.

# Section 9: Accidental Death

**Your Schedule shows whether You have this cover.**

## Definitions within Section 9 – Accidental Death

Words shown in bold type in the table below have the meaning given to them below wherever they may appear in this Section only.

<b>Accident</b>	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
<b>Death</b>	Death resulting solely and independently of any other cause, from an identifiable physical injury caused by an Accident involving an Insured Vehicle occurring within 12 months of the date of the Accident.
<b>Insured Person</b>	The person named as the Policy Holder in the Schedule of Insurance, or any other named person whose details have been supplied to Us (where an additional Premium has been paid and We have accepted instructions to cover that person). NOTE: Only people aged 25 or over and under 75 at the start of the Period of Insurance can be insured, and cover for any Insured Person will end automatically when they reach the age of 76.
<b>Insured Vehicle</b>	Any motor vehicle in which an Insured Person is travelling at the time of an Accident, anywhere in the world, other than those vehicles that are specifically excluded under 'What is not covered', below.
<b>Period of Insurance</b>	The Period of Your Associated Policy which starts and ends at the same time as this Policy, and does not exceed 12 months.
<b>Premium</b>	The money that You must pay for insurance cover under this Section. This Premium is paid at the start of Your Associated Policy as a single one-off payment.
<b>We, Us, Our</b>	The insurer for this Section named in Your Schedule.
<b>You, Your</b>	The person who has taken out the Associated Policy and who is named as the Policy Holder in Your Schedule.

## What is covered under this Section

### A. Accidental Death

In the event of an Accident involving an Insured Vehicle, and where such an Accident is the sole cause of the Death of an Insured Person, We will pay a benefit of the amount shown in Your Schedule to the Insured Person's executors or administrators.

## **B. Accumulation of benefits**

In the event that We insure the same Insured Person under more than one Accidental Death Insurance Policy arranged by Patrona Underwriting Limited, We will not pay accumulated benefits under all such Policies. We will pay a total benefit of 125% of the highest amount shown in Your Schedules for that Insured Person.

## **What is NOT covered under this Section**

- A.** Death resulting from an Accident while the Insured Person is travelling in (or on) any of the following types of vehicles:
1. motorcycles, quad bikes, golf-buggies, or ride-on lawn mowers;
  2. tractors, combine-harvesters, or other agricultural vehicles, machinery or equipment;
  3. mobile plant, machinery or equipment;
  4. buses or motor coaches;
  5. any vehicle with a carrying or towing capacity of more than 3 tons; or
  6. any vehicle not licensed for road use.
- B.** Death resulting from an Accident while the Insured Person is driving a taxi or other vehicle for the sole purpose of transporting fare-paying Passengers.
- C.** Death in any way contributed to or caused by:
1. the Insured Person engaging in a sport, pastime or activity of a hazardous (dangerous) nature, including motor racing, rallies, competitions, speed tests or the like;
  2. the suicide or deliberate acts of the Insured Person, or the Insured Person being seriously mentally ill;
  3. a criminal act by You or the Insured Person;
  4. the Insured Person being under the influence of alcohol or drugs at the time of an Accident involving an Insured Vehicle where
    - (i) the Insured Person is driving the Insured Vehicle, or
    - (ii) where the intoxication of the Insured Person by alcohol or drugs contributes directly to the Accident;
  5. war; invasion, the actions of a foreign enemy, hostilities (whether war be declared or not), civil war; rebellion, insurrection, or military or usurped power or any act of Terrorism; or
  6. sickness disease mental infirmity or emotional or psychological trauma, even if it results from medical or surgical treatment of an identifiable injury caused by an Accident.

## **Claims**

Notice must be given to Us as soon as reasonably possible in the event of the Death of an Insured Person resulting from (or alleged to have resulted from) an Accident. The following documents must be produced before the benefit under this Policy can be paid:

- Death Certificate
- Garda Report
- Coroner's Reports.

If the Insured Person's representatives wish to make a claim under this Policy, they should contact Patrona Underwriting Limited, The Bushels, Cornmarket, Wexford, Ireland or telephone +353 (0)53 91 80333.

### **Fraud**

Any fraud, concealment, or deliberate mis-statement made by You (or known to You) will render the whole Insurance contract null and void. This means that You will not be insured. In addition, it means You will have to pay back any money that We have paid to You or any other Insured Person, or that We may have to pay in law.

Any such fraud, concealment, or deliberate mis-statement by an Insured Person, either in the Proposal Form or Statement of Fact on which this Insurance is based (or in relation to any other matter affecting this Insurance or in connection with the making of any claim), but that You did not know about, shall render this Insurance null and void in respect of the Insured Person in question.

### **Your cancellation rights**

If no claim has been made or incurred under this Policy, You may cancel it within 14 days of receiving the Policy terms and conditions.

### **Governing law**

This Policy will be interpreted in accordance with and governed by the law of the Republic of Ireland and the parties will submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland, unless We make a written agreement saying otherwise before We issue this Policy to You.

### **Complaints procedure – Our objectives**

- To address reported customer dissatisfaction quickly, courteously, and effectively.
- To ensure a fair and equitable resolution to any complaint.
- To retain customer confidence and respect.
- Where appropriate, to update Our procedures to avoid any reoccurrence of the problem.
- To achieve a situation where Our customers feel that We have properly addressed their complaint.
- To do Our utmost to resolve any complaint as efficiently and effectively as possible.

Our complaints handling procedure (below) outlines what We do in the event of a complaint.

### **Complaints procedures**

- Patrona Underwriting Limited (Patrona) will establish and maintain a complaints file for each formal complaint together with a full record and all details relevant to the investigation of the complaint. All complaint records will be kept for 6 years.
- When a complaint is received, Patrona will record the details and issue an acknowledgement letter within 5 working days. The letter will contain a copy of Our complaints procedures. The complainant will be given the name of one or more people who will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further.

- Within 10 days of receiving the complaint, Patrona will inform the complainant of its decision in writing, based on the outcome of the investigation. This is not a final response letter. It will advise the complainant that they can refer the complaint to the Underwriter, as shown in Your Schedule, who will investigate and assess the complaint and provide the complainant with a final response.

If You are dissatisfied with the final response from the Underwriter; You may refer Your complaint to the:

Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Phone: +353 (0)1 567 7000  
email: [info@fspo.ie](mailto:info@fspo.ie)  
website: [www.fspo.ie](http://www.fspo.ie)

## Section 10: Breakdown Assistance

**Your Schedule shows whether You have this cover.**

You may still ask Us to provide breakdown assistance if it is not covered by this Section, but it will be provided at Your own expense.

**YOU MUST REQUEST ASSISTANCE ON THIS HELPLINE. WE WILL NOT PAY BACK ANY COSTS THAT YOU INCUR YOURSELF.**

**Breakdown Assistance is a 24-hour emergency breakdown recovery service. It is there to assist You in Your time of need. Some covers may not be available to Us at the time You call for assistance. In this event, We will choose which of the benefits below that We will provide instead, based on the options available to Us at the time.**

### Requesting Assistance

If You need assistance, please telephone the Breakdown Assistance line on:

**Republic of Ireland: 1800 806 800**  
**Northern Ireland: 00 353 91 560670**

Please have the following information to hand when You call:

- Your exact location;
- the registration number of Your Van;
- Your Policy number;
- a telephone number where You can be contacted; and
- a description of the problem.

**We will only pay for assistance that You have requested by calling these numbers.**

### CUSTOMER CARE

If You need to make a complaint about this part of Your Policy, please write to the Insurer for this Section shown in Your Schedule

If We cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Phone: +353 (0)1 567 7000  
email: [info@fspo.ie](mailto:info@fspo.ie)  
website: [www.fspo.ie](http://www.fspo.ie)

Contacting the Financial Services and Pensions Ombudsman does not affect Your other



legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

## Definitions relating to Section 10 – Breakdown Assistance

<b>You, Your</b>	Any Insured Person who is driving Your Van with Your knowledge and consent, and who resides in the Republic of Ireland.
<b>We, Us, Our</b>	The Insurer for this Section shown in Your Schedule.
<b>Passengers</b>	All non-fare paying Passengers (excluding hitch-hikers) being legally transported in Your Van at the time assistance is required.
<b>Territorial Limit</b>	The Republic of Ireland and Northern Ireland.
<b>Period of Cover</b>	The period between the start date and expiry date shown on the Schedule of Insurance relating to Your Van.
<b>Recovery Provider</b>	Any representative of Ours whom We appoint to assist You.

You are covered for the assistance services in this Section for a **maximum of 3 breakdowns** during the Period of Cover. If You have Comprehensive cover, and if You first ring the emergency helpline, We will provide the following benefits:

### What is covered under this Section

If Your Van is immobilised as a result of a mechanical or electrical breakdown, or fire, theft, or any attempted theft, malicious damage, punctures that require assistance to fix or replace a wheel, or as a result of keys being lost, stolen, broken in the lock or ignition, or locked in Your Van, We will arrange and pay for:

<b>Labour</b>	Provided it is more than 2 kilometres away from Your home or place of business, the cost of calling out and up to 1 hour's labour charged by a Recovery Provider; provided the repair is carried out where Your Van broke down and not at the Recovery Provider's premises.
<b>Towing</b>	Towing Your Van to the nearest garage capable of effecting repairs or garage of Your choice, whichever is closer.
<b>Onward travel or accommodation arrangements</b>	If repairs cannot be completed where Your Van broke down, We will assist You to make onward travel or overnight accommodation arrangements at Your expense.
<b>Message relay</b>	We will pass on 2 urgent messages for You.

## Conditions

1. You must use the emergency helpline numbers provided to call for assistance.
2. You must give the Policy number when calling for assistance.
3. You must be able to prove Your identity to the Recovery Provider when they reach You.
4. If this Policy is cancelled the Premium relating to this Section will not be refunded.
5. Assistance will only be provided within the Territorial Limit.
6. You must be with Your Van when the Recovery Provider arrives. If You are not with Your Van then Our Recovery Provider cannot assist, and any subsequent assistance will be at Your own cost.
7. We may refuse assistance if:
  - A. You appear intoxicated;
  - B. Your Van is in an inaccessible or off-road location;
  - C. Your Van cannot be transported safely, legally, and without hindrance, using a standard car transporter and equipment;
  - D. Your Van has been modified for or is taking part in racing, trials, rallying or the like;
  - E. Your Van is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.
8. Your Van must be kept in good mechanical order and roadworthy condition, and be regularly serviced.
9. If We have to make a forced entry to Your Van because You are locked out, You must sign a declaration accepting that Our Recovery Provider will not be responsible for any damage caused.
10. Any fault in Your Van must be rectified immediately, and We will only provide assistance once for the same fault in any 28-day period, unless You can show that You had work carried out to fix the fault.
11. Your Van must be not more than 10 years old at the time cover was applied unless We agree to cover it.
12. We will not arrange for or incur any additional cost to transport pets or other animals carried in Your Van.
13. If You ask for and then cancel a request for assistance, We will not provide any further assistance for that incident.
14. You must be more than 2 kilometres away from Your home or place of business for roadside assistance benefits to apply.
15. Under European Law, the parties to a proposed contract of insurance are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract.
16. The language used in this and all other documents relating to this Section is English. All future communications, both verbal and written, will be in English.

## What is NOT covered under this Section

We will NOT pay for:

1. any liability or resulting loss arising from anything done or not done in providing assistance under this Section;
2. expenses that You can get back from any other source;
3. any claim arising where Your Van is carrying more Passengers or is carrying or towing more weight than it was designed to;

4. any claim arising directly from the unreasonable driving of Your Van on unsuitable ground;
5. assistance at any accident or breakdown caused by a deliberate act committed by You that could have been avoided;
6. the cost of repairing Your Van, other than outlined in the benefits above;
7. the cost of any parts, keys, lubricants, fluids, or fuel;
8. any claim caused by lubricants, fluids, fuel or other flammable materials, explosives, or toxins transported in Your Van;
9. failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) You needing assistance at the time of a natural catastrophe, or Us being unable to reach You because roads have been closed;
10. providing assistance as a result of Your Van running out of fuel, or the use of incorrect fuel;
11. any winching costs or specialist equipment, including (but not limited to) any vehicle or equipment used (other than a standard recovery vehicle) to move Your Van if it has left the road, overturned, or is without wheels;
12. loss of or damage to the contents of Your Van;
13. assistance if Your Van has a puncture but You do not have a serviceable spare wheel in Your Van; or
14. providing the fourth or subsequent assistance in any Period of Cover.
15. towing Your Van to an open repairer's garage if the chosen repairer's garage is closed.

### **Data Protection**

The information You provide about Yourself and others is confidential and will only be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers that We appoint, regulatory bodies, other insurance companies (directly or via a central register), and other companies connected to Us. This information will be held on Our computers and in Our manual records.

You are entitled to receive a copy of the information We hold about You, for a fee. You can do this by sending a written request and the applicable fee to the Data Protection Compliance Officer at Our address shown in Your Schedule.

You also have the right to correct any inaccuracies identified in the personal data We hold.

### **Insurance Act 1936**

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

### **Stamp Duties Consolidation Act 1999**

We will pay the appropriate stamp duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

# Section I I: Motor Legal Expenses

## **Your Schedule shows if You have this cover.**

This insurance is underwritten by the Underwriter for this Section shown in Your Schedule, and administered by Us on their behalf. Only Adviser's Costs incurred on Your behalf by Our Panel solicitors or their agents are covered under this insurance until court proceedings are issued or a conflict of interest arises. Where, following the issue of court proceedings or a conflict of interest arising, You have elected to use a legal representative of Your own choice You will be responsible for any Adviser's Costs in excess of Our Standard Advisers' Costs. Providing You have paid or agree to pay the Premium, the Underwriter agrees to cover You subject to the following terms, conditions and exclusions of this Policy.

## **What is covered under this Section**

Adviser's Costs incurred in an Action, up to the Indemnity Limit, where:

- A. the Insured Incident takes place in the Insured Period within the Territorial Limits, and
- B. the Action takes place within the Territorial Limits.

## **Sections of Cover**

### **A. Making claims against others**

You are covered for Adviser's Costs to pursue damages or claims arising from a road traffic accident while You are inside, getting into, or getting out of, the Vehicle, against those whose negligence has caused Your injury or death, or caused You to lose Your Insurance Policy Excess or have other out-of-pocket expenses (such as loss of earnings, travel expenses, and loss of use).

### **What is NOT covered under this Section**

1. Adviser's Costs where the amount in dispute relates to credit hire charges or credit repair costs.
2. Any action that We reasonably believe to be false, fraudulent, or exaggerated, or where You have made mis-representations to the Adviser.
3. Applications for payment to the Motor Insurers' Bureau of Ireland (MIBI) in relation to untraced or uninsured drivers, or for any future agreements funded by the MIBI.
4. Adviser's Costs in claims handled by Injuriesboard.ie, other than the application and Medical Report Fees.

### **B. Defending motoring prosecutions**

You are covered for Adviser's Costs to defend a motoring prosecution in respect of an offence that is punishable by penalty endorsement ('points') only, arising from Your use of the Vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome, and when it is in the public interest to do so. Support for such pleas is solely at Our discretion.

### **What is NOT covered under this Section**

1. Financial damages, interest, fines, or costs awarded in criminal courts.
2. Claims arising from an allegation that You were in control of the Vehicle while under the influence of alcohol or non-prescribed drugs.
3. Claims arising from an allegation that You were using a mobile telephone while in control of the Vehicle.

4. Claims where You fail to confirm the identity of the driver of the Vehicle at the time of the alleged Incident.

**C. Contract disputes**

You are covered for Adviser's Costs to pursue or defend contract disputes relating to the sale or purchase of goods or services relating to the Vehicle, including the Vehicle itself.

**What is NOT covered under this Section**

1. Claims where the disputed contract was entered into before You first purchased this insurance, or purchased similar insurance which expired immediately before this insurance began.

**Definitions**

<b>You, Your</b>	<p><b>In Section of Cover A:</b> the person specified as the Policy Holder on Your Schedule, or if You are a business that the person responsible for insuring the Vehicle declared to Us; or any Insured Person whose driving is covered by Section 1 – Liability to Others (Third Parties), and any Passenger in the Vehicle.</p> <p><b>In Sections of Cover B and C:</b> the person specified as the Policy Holder on Your Schedule, or if You are a business that the person responsible for insuring the Vehicle declared to Us</p>
<b>Insured Period</b>	The Period of Insurance declared to Us as shown in the Schedule of Insurance relating to Your Van.
<b>Premium</b>	The money paid by You for this Policy.
<b>Territorial Limits</b>	<p><b>In Section of Cover A:</b> The Republic of Ireland.</p> <p>British Isles: The United Kingdom, Northern Ireland (including its off-shore islands), the Isle of Man, and the Channel Islands.</p> <p>Europe: Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, Faroe Islands, France, Germany, Gibraltar; Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, and Switzerland.</p> <p><b>In Sections of Cover B and C:</b> The Republic of Ireland, Great Britain, Northern Ireland, the Channel Islands, and the Isle of Man.</p>

<b>Adviser's Costs</b>	Reasonable legal fees and payments to others incurred by the Adviser or other legal representative, with Our prior written authority. Legal costs will be assessed on the standard basis, and any third party's costs will be covered if awarded against You and will be paid on the standard basis of assessment.
<b>Standard Adviser's Costs</b>	The level of an Adviser's Costs that would normally be incurred by Underwriters in using a nominated Adviser of Our choice.
<b>Action</b>	The pursuit of civil proceedings and appeals against judgement.
<b>Indemnity Limit</b>	The maximum amount payable in respect of an Insured Incident, which is €100,000.
<b>Insured Incident</b>	The event that leads to a claim or claims under this Section. All Insured Incidents arising from the event or that happen at the same time as the event will be treated as one Insured Incident.
<b>Excess</b>	The sum payable by You (before We pay the claim) for each claim made under this insurance.
<b>Vehicle</b>	The vehicle declared to Us, including a trailer while it is attached to it.
<b>We / Us / Our</b>	The company with whom the Underwriters have a contract to administer this insurance on their behalf.
<b>Adviser</b>	Our panel solicitors (or their agents appointed by Us to act for You) or, where court proceedings have been issued or a conflict of interest arises (and subject to Our agreement), another legal representative nominated by You.
<b>Underwriters</b>	The Insurer for this Section as shown in Your Schedule.

## Exclusions

### There is **NO** cover where:

1. the Insured Incident began to occur; had occurred, or You believed may occur; before You purchased this insurance;
2. You fail to give proper instructions to Us or the Adviser; or to respond to a request for information or attendance by the Adviser to the prejudice of the Underwriters' position;
3. a reasonable estimate of Your Adviser's Costs is greater than the amount in dispute;
4. Your act or omission prejudices Your or the Underwriters' position in connection with the Action; or
5. Adviser's Costs have not been agreed in advance, or exceed costs that We have previously approved in writing.

### There is **NO** cover:

1. for an Adviser's Costs incurred in avoidable correspondence, or that are recoverable from a court, tribunal, or other party;
2. for an Adviser's Costs where You are entitled to Legal Aid or other public funding, or would be entitled if this cover was not available;
3. for the amount of an Adviser's Costs in excess of Standard Advisers' Costs, where You use an Adviser of Your own choice;

4. for financial damages, interest, fines, or costs awarded in criminal courts;
5. for claims made by or against Patrona Underwriting Limited, any of the Underwriters of any Section of this Policy, Us, or the Adviser;
6. for any claim where at the time of the Insured Incident
  - (i) the driver of Your Vehicle was disqualified from driving, and / or did not hold a licence to drive, or
  - (ii) the Vehicle did not have a valid National Car Test (NCT) certificate, valid commercial Certificate of Roadworthiness (CRW), valid Motor Tax Disc, or comply with any other laws relating to its ownership or use;
7. if Your motor insurers repudiate the motor insurance Policy (i.e. say the Policy is not valid), or refuse to cover Your indemnity;
8. for any claim arising from racing, rallies, competitions, trials, or other similar activities;
9. for Adviser's Costs beyond those for which We have given Our prior written approval;
10. for an application for a Judicial Review;
11. for appeals, without Our prior written consent to the Service Provider;
12. before the issue of court proceedings, for the costs of any legal representative other than those of the Adviser; unless a conflict of interest arises;
13. for an Adviser's Costs incurred in a dispute over Adviser's Costs; or
14. for the amount of any Excess.

## Conditions

### Claims

1. You must notify Us of claims as soon as reasonably possible, and within 180 days of the Insured Incident.
2. We will appoint an Adviser to act on Your behalf.
3. We may investigate the claim and take over and conduct the Action in Your name. Subject to Your consent (which shall not be unreasonably withheld), We may reach a settlement of the Action.
4. You must supply at Your own expense all of the information which We reasonably require in order to decide whether a claim may be accepted. If court proceedings are required or a conflict of interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You use a legal representative of Your own choice, You will be responsible for any Adviser's Costs in excess of Our Standard Advisers' Costs. The Adviser must:
  - (i) confirm in writing that they will enable You to comply with Your obligations under this insurance, and
  - (ii) agree with Us the rate at which their costs will be calculated. If no agreement is reached, the Law Society of Ireland will be asked to nominate an alternative legal representative and this nomination will be binding.
5. The Adviser will:
  - (i) provide a detailed assessment of Your prospects of success, including the prospects of enforcing any judgement obtained without charge;
  - (ii) keep Us fully informed of all developments and provide all information that We may require;
  - (iii) keep Us regularly informed of all Adviser's Costs;
  - (iv) inform Us of any offers to settle and payments in to court. If, against Our advice, such offers or payments are not accepted, there will be no further cover for legal

- costs unless We agree (in Our absolute discretion) to allow the case to proceed;
- (v) submit bills for assessment or certification by the appropriate body, if requested by Us;
  - (vi) attempt recovery of costs from the third parties; and
  - (vii) agree with Us not to submit a bill for Adviser's Costs to the Underwriters until the conclusion of the Action.
6. In the event of a dispute arising as to costs, We may require You to change Adviser.
  7. The Underwriters will only cover costs for work We expressly authorise in writing and are undertaken while there are reasonable prospects of success.
  8. You shall supply all information requested by the Adviser and the Service Provider.
  9. You are liable for the Adviser's Costs if You withdraw from the Action without Our permission. You must repay any costs that have already been paid by Us.

## **Disputes**

Any disputes between You and Us, in relation to Our assessment of Your prospects of success in the case or nomination of solicitor, may, where We both agree, be referred to an arbitrator (a person appointed to decide the issue), who shall be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator, the Law Society of Ireland may be asked to nominate an appropriate person. The arbitration (decision) will be binding. The costs of the arbitration shall be at the discretion of the arbitrator.

## **Customer service**

If We make a mistake, We will try to put it right immediately. If You are not satisfied with the service that has been provided, You should contact Us at the address shown in Your Schedule. We will confirm to You, within 5 working days, that We have received Your complaint.

Within 20 working days, You will receive either a final response or an explanation of why the complaint has not yet been resolved, plus an indication of when You will receive a final response. Within 40 working days of Us receiving Your complaint, You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when You will receive a final response.

At this point, if You are dissatisfied with the delay, You may refer Your complaint to the Financial Services and Pensions Ombudsman. You can also refer Your complaint to the Financial Services and Pensions Ombudsman if You are not satisfied with Our final response.

## **Financial Services and Pensions Ombudsman**

Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Phone: +353 (0)1 567 7000  
email: [info@fspoi.ie](mailto:info@fspoi.ie)  
website: [www.fspoi.ie](http://www.fspoi.ie)

Alternatively, You can phone Insurance Ireland for information and advice on +353 (0)1 676 1914 (email [iis@insuranceireland.eu](mailto:iis@insuranceireland.eu)).



### **Prospects of success**

At any time We may, but only when supported by independent legal advice, form the view that You do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support. Examples of a positive outcome are:

- A. being able to recover the amount of money at stake,
- B. being able to enforce a judgement, or
- C. being able to achieve an outcome which best serves Your interests.

### **Irish law**

This contract is governed by the Law of the Republic of Ireland unless otherwise agreed.

### **Language**

The language for contractual terms and communication will be English.

### **Cancellation**

You may cancel this insurance at any time by writing to Your insurance intermediary and providing 10 days' written notice. We or Patrona Underwriting Limited may cancel the insurance by giving 10 days' notice in writing to You at the address shown on the Schedule, unless a change of address has been notified to Your insurance intermediary. No refund of Premium will be made.

### **To make a claim**

You should call the Legal Helpline number listed below to report a claim. The Legal Helpline will provide advice and direct You to the online claim form if appropriate. After receiving a completed claim form, We will assess the claim and, if covered, send details to the Adviser who will then contact You directly.

### **Legal Helpline**

You may contact the helpline for legal advice on any motoring matter of concern. This service is available Monday to Friday from 8am to 8pm and on Saturday from 8am to 12 noon. Please telephone (within Ireland) **1890 868 000** and quote 'Patrona Motor Legal Expenses' to enable the helpline to deal with Your query. The legal helpline service is operated on Our behalf by Our panel solicitors. Calls may be recorded for training and verification purposes.

## Section 12: Endorsements

### **027 Restriction of cover for Drivers under 25 years of age**

We will not be liable under Section 2 – Loss of or Damage to Your Van of this Policy while Your Van is being driven by, or is in the charge of (for the purpose of being driven by), any person under 25 years of age.

### **031 Restriction of cover for Drivers holding a Provisional Licence or Learner Permit**

We will not be liable under Section 2 – Loss of or Damage to Your Van of this Policy while Your Van is being driven by, or is in the charge of (for the purpose of being driven by), any person who holds a provisional licence or learner permit.

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

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**Patrona Underwriting Ltd.**

The Bushels, Cornmarket, Wexford.

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

**e** [info@patrona.ie](mailto:info@patrona.ie) **w** [www.patrona.ie](http://www.patrona.ie)

PU/FVI PB (05/18)

