Only available through your Insurance Intermediary

ARRANGED BY

ORNELLA
UNDERWRITING LIMITED

# FLEET INSURANCE

## Policy Document

UNDERWRITTEN BY

ACCELERANT

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules

Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de EconomÍca y Hacienda in Spain and is regulated by the Central Bank of Ireland for consumer protection rules. Company Registration number 903874.

Issue 2026 08

THIS POLICY IS UNDERWRITTEN BY:

Accelerant Insurance Europe SA
Bastion Tower
Place du Champ de Mars 5
1050 Brussels
Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules. Company Number BE0758.632.842

MAWDY
22 – 26 Prospect Hill
Galway
Ireland

Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de EconomÍca y Hacienda in Spain and is regulated by the Central Bank of Ireland for consumer protection rules. Company Registration number 903874.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY

ORNELLA
UNDERWRITING LIMITED

The Bushels
Cornmarket
Co. Wexford
Telephone: 053 91 80300
Email:info@ornellaunderwriting.ie
www.ornellaunderwriting.ie

**The Underwriters of each Section of this Fleet Policy are:**

| Section(s) | Underwriter | Address | Authorisation |
|---|---|---|---|
| 1 to 4 | Accelerant Insurance Europe S.A. | Bastion Tower, Place Du Champ de Mars 5, 1050 Brussels, Belgium | Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules. |
| 5 – Breakdown Assistance | MAWDY | 22 – 26 Prospect Hill, Galway, Ireland | Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as MAWDY is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de EconomÍca y Hacienda in Spain and is regulated by the Central Bank of Ireland consumer protection rules. Company Registration number 903874. |

Your Policy will be administered entirely by Ornella Underwriting Limited. Any claims under Sections 1 to 4 will be administered by Leesons Claims Services Limited. Any claims under Section 5 – Breakdown Assistance will be administered by the relevant underwriter or their representative.

## Ornella Underwriting Limited

## Fleet Policy Document

Thank you for choosing to arrange your insurance through Ornella Underwriting Limited, on behalf of the underwriters. This Fleet policy, together with your policy schedule and certificate of motor insurance, is a legally binding contract between the underwriters and you. Your schedule shows what parts of the Fleet policy apply to you. Please read your Fleet policy, schedule, certificate of motor insurance and any endorsements carefully to ensure your cover meets your requirements and the details are correct. These are legal documents, please keep them in a safe place. you must answer all questions we ask you honestly and with reasonable care. you must be sure that the information you have given to us in the proposal form, statement of fact or submission is true and complete as we rely on this information when deciding whether to enter into the contract, and when setting the terms and premiums. The questions we ask you are material to the risk undertaken by us and the calculation of the premium. This Fleet policy is governed by the laws of the Republic of Ireland and is subject to the exclusive jurisdiction of the Irish courts unless otherwise agreed or otherwise specified in this policy document. We have or will pay the stamp duty to the Revenue Commissioners required under section 5 of the Stamp Duties Consolidation Act, 1999. Following your payment of the premium, we have agreed to insure you for the period of insurance shown in your schedule, subject to the terms, conditions and exclusions in this Fleet policy. These include any endorsements (changes or additions) that we may make to your Fleet policy, the certificate of motor insurance, or the schedule. This Fleet Policy applies only within the Territorial Limits described in the definitions, unless otherwise agreed.

**If you ever need to make a claim, please call Us on:**

| | |
|---|---|
| **Republic of Ireland:** | **053 91 80395** |
| **Outside Republic of Ireland:** | **+353 (0)53 91 80395** |
| **Email:** | **accelerant.claims@ornellaunderwriting.ie** |

B. Hughes

Brian Hughes
Ornella Underwriting Limited

# Contents

# Definitions

*These terms have the same meaning throughout the policy and associated documents whether capitalised or not.*

**Accessories** – any items permanently attached to the vehicle which are not directly related to how it works as a vehicle and are not designed to be used independently.

**Being driven** – being in the charge of a person who has driven, or will drive the vehicle, even if they are not driving at the time.

**Business** – your occupation as described in the schedule.

**Certificate of insurance** – the document which is evidence that you have taken out the insurance needed by law and which shows who can drive the vehicle and the purposes of use.

**Computer Data** - information, facts, concepts, code, software or any other information of any kind that is solely recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Computer System** - any computer, hardware, communication system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud repository or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

**Cyber Act -** an unauthorised and malicious or criminal act or series of related unauthorised and malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** - any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System.

**Declaration period** – the period within which you must tell us about any changes you have made to the current schedule of vehicles that is covered on the policy (including if you have added or deleted information).

**Driving Licence** – a legal document permitting a person to drive (full licence), or to learn how to drive (learner permit), a motor vehicle within the territorial limits of the policy.
The driving licence must be valid and in date for the category for the vehicle being driven and the holder of the driving licence must meet the limits and any conditions of this driving licence.

**Endorsement** – wording which changes the insurance cover that is in the printed policy.

**Excess** – the amount shown in your schedule which we deduct from every claim for loss of or damage to the vehicle or any other property you insure. The amount applies to each individual vehicle.

**GVW / Gross vehicle weight -** the maximum safe weight of a fully loaded vehicle as specified on the manufacturer's plate affixed to the vehicle

**Information Technology Event** – any loss, alteration or damage to, or a reduction in the functionality, availability or operation of, a computer system, hardware, program, software, data, information repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment, whether the property of the policyholder or not.

**Insurable Interest** – the contractual requirement for you to have an interest in the vehicle(s) being insured, to the extent that you must have a factual expectation either of an economic benefit from the preservation of the insured vehicle(s), or of an economic loss on its destruction, damage or loss that would arise in the ordinary course of events.

**Market value** – the cost of replacing the vehicle with one of the same make, model and similar age and condition at the time of the accident or loss. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides.

**Material Change** – answers to any questions asked by us, during the quote process and during the lifetime of the policy, are deemed 'material' to the policy. If the position or answer, in relation to any of these questions, changes you must inform us without delay.

**Period of insurance** – the period shown in the schedule and any further period for which we agree to insure you.

**Principal** – any person who employs you to act in their place or on their behalf.

**Recommended Repairer** – A repairer from our approved network that we authorise to repair your vehicle.

**Schedule** – the document that includes your details, dates of cover, the vehicle(s) and trailer(s) covered, the excess, the policy sections and endorsement(s), if any, that are applicable. The schedule forms part of this policy.

**Territorial limits** – in sections 1 to 4: The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands, or while the vehicle is being transported by sea, air or rail (including loading or unloading) between these places. In Section 5 – the Republic of Ireland and Northern Ireland only.

**Tracking Device –** A piece of equipment used for remotely establishing the location of your vehicle 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

**Trailer** – an unpowered attachment for the carriage of goods, towed by a vehicle and described in the schedule.

**Vehicle** – the vehicle or vehicles described in the schedule of this policy and any vehicle:

- you have given us details of;
- we have provided a certificate of insurance for; and
- for which the insurance is still in place.

**We, us, our** – Accelerant Insurance Europe S.A., in sections 1 to 4, MAWDY in Section 5

**You, your** – the person or company named as the insured in the policy schedule.

# Important Information

## 1. Disclosure of information

The contract of motor insurance is made up of the following which should be read in conjunction with each other:

- This Fleet policy and Your Schedule, which form one document,
- the Certificate of Motor Insurance.

It is vital that you take reasonable care to provide complete and accurate answers to the questions we ask when you take out, or renew, your Fleet policy.

We have issued this Fleet policy to you on the understanding that the information given by you in response to our questions and any related document is true and complete and that we have been given all information as required by those questions. You must answer all of the questions honestly and with reasonable care. We rely on the information you give us when deciding to insure you and when setting the terms and premium. Where we ask you to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both. If any of the answers to the questions are not true and complete, we may be entitled to declare the Fleet policy void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim. If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

a) If, being aware of the full facts, we would not have entered the contract on any terms, this Fleet policy will be treated as void from the start of the cover, and we will refuse all claims, but return your premium;

b) If, being aware of the full facts, we would have entered the contract on different terms, this Fleet policy will be treated as if it had been entered into on those different terms;

c) If, being aware of the full facts, we would have charged a higher premium for the contract, we can reduce your claim proportionately.

If your answers to our questions are false or misleading, in any material respect, and you know that they are false or misleading or consciously disregard if they are false or misleading (a “fraudulent misrepresentation”) or any of your conduct involved fraud, this Fleet policy will be treated as void from the start. If this happens, you will no longer be covered, we will not pay any claim and we will not return any payments. Where you are unsure of the information that is required, please let us know.

## 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.accelerant.ai or www.ornellaunderwriting.ie, or contact us using the details in Section 11 below. |

In this Data Protection Notice:

**Insurer** refers to Accelerant Insurance Europe SA; its address is at: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium.

**Intermediary** refers to Ornella Underwriting Limited, who arrange and administer insurance

**We / us / our** refer to Insurer and Intermediary together.

**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**.

### 1. What Personal Data may we collect about you?

The types of data that are processed may include:

| Category | Types of Data Collected |
|---|---|
| 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 vehicles 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 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);

b) 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; and

c) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time. Please see section 11 below. b)

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 handing. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

## 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 Insurer's 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.

Further details on how Accelerant processes your personal data, the rights available to you as a data subject, and the safeguards applied to international transfers is publicly available and permanently accessible at: https://www.accelerant.ai/privacy-policy .

## 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

## 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 12 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;
- require correction of your data if it is inaccurate or incomplete;
- require 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 require 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 affects 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:

| **Insurer** | **Intermediary** |
|---|---|
| **Accelerant Insurance Europe SA**<br>Group Data Protection Officer<br>Accelerant Insurance Europe SA<br>Bastion Tower<br>Place du Champs de Mars 5<br>1050 Brussels<br>Belgium<br>Tel: +32 476 96 26 34<br>Email: DPO@accelins.com | **Ornella Underwriting Limited**<br>Data Protection Officer<br>Ornella Underwriting Limited<br>The Bushels<br>Cornmarket<br>Wexford<br><br>Tel: +353 53 91 80300<br>E-mail: customerservices@ornellaunderwriting.ie |

## 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 Commission. Please see the below contact details:

Data Protection Commission
Canal House
Station Road
Portarlington
County Laois
R32 AP23

Phone: +353 (0)1 765 0100.
E-Mail: info@dataprotection.ie
Website: 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

If, after reading this Fleet Policy, you are not satisfied with it for any reason, you may cancel this Fleet policy (as set out in General Conditions) by giving us notice in writing within 14 working days after the date when you are informed that this Fleet policy has been concluded and, by returning the certificates of motor insurance and the insurance discs to us. 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 monies that are paid or will be paid to you under this Fleet Policy will be paid in the Republic of Ireland.

## 5. Currency

All monies payable under this Policy will be paid in Euros, unless specified to the contrary.

## 6. Using your Vehicles abroad

Except for Section 5, this Fleet policy applies while you use your Irish registered vehicles in Europe. Europe includes all EU member states and some other countries participating in the 'Green Card' system. If you need one, we will issue a Green Card provided you give us 7 days' notice of your travel plans – there may be a charge for this.

Section 5 – Breakdown Assistance applies in the Republic of Ireland and Northern Ireland only.

## 7. Vehicles registered outside the Republic of Ireland

If We agree to insure a vehicle that is registered outside the Republic of Ireland, it is subject to the requirement that you will re-register it here before we will have any liability under this Fleet Policy. We have to notify the Revenue Commissioners about any vehicle we insure that is not registered in the Republic of Ireland. We cannot insure your non-Irish registered vehicle while you are using it outside the Republic of Ireland.

## 8. 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, your contact number, and your Fleet 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, where possible. you must not accept the blame or make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the underwriters. Please tell us if any other person says they are to blame. If there is an accident, you must immediately do whatever you can to protect your vehicle and its accessories. You (or your legal representative) must give us full details by phoning the claims helpline below within 24 hours of any event that could lead to a claim under this Fleet Policy. Sometimes, we will need further details in writing, such as the completion of an Accident Report

Form. We may refuse to provide cover to you where you have failed to comply with the timeline above and where such failure to comply has subjected us to undue prejudice. Immediate notification of the claim will allow us to better control costs, decide on liability and protect our joint interests. In order for us to adequately process your claim, you must send us every letter, claim, or notification of legal proceedings (such as a writ, civil bill, civil summons, criminal prosecution, coroner's request or fatal accident inquiry), any correspondence or other notice from the Injuries resolution Board, and every other correspondence, communication or notice that concerns the accident, as soon as you receive them. You should not answer them yourself. Failure to provide us with all relevant documentation relating to your claim might render us unable to investigate the claim properly and compensate you.

**Accident / Claims Helpline Contact Numbers**

You can contact Us on:

**Ornella Windscreen Assist**

| | |
|---|---|
| Republic of Ireland Telephone: | (0)1 460 6905 |
| Outside Republic of Ireland Telephone: | +353 (0)1 460 6905 |

**Accident Line**

| | |
|---|---|
| Republic of Ireland Telephone: | 053 91 80395 |
| Outside Republic of Ireland Telephone: | +353 (0)53 91 80395 |
| Email: | accelerant.claims@ornellaunderwriting.ie |

**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 5 – Breakdown Assistance. Please let us know immediately about any event which could lead to a claim.

## 9. About Ornella

This Fleet policy is arranged by:

Ornella Underwriting Limited
The Bushels
Cornmarket
Wexford
Telephone: +353 (0)53 9180300
Email: info@ornellaunderwriting.ie

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland. This Policy is underwritten by the Underwriters shown in Your Schedule.

# 10. Complaints

When things go wrong, you may wish to raise a complaint with us. A complaint can be raised by you orally or in writing. For complaints relating to Section 5 – Breakdown Assistance please refer to the individual section 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 or on another durable medium within 5 working 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 in writing or on another durable medium on the progress of the investigation into your complaint at least every 20 working days starting from the date on which the complaint was made; 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, We will inform you of the anticipated timeframe within which we hope to resolve the complaint. Alternatively, you can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details at Step 3 below).

We will, within 5 working days of the completion of the investigation, advise you on paper or another durable medium of:

- the outcome of the investigation into your complaint;
- where applicable, the terms of any offer, settlement or compensation being made;
- that you can refer the matter to the FSPO; and
- the contact details of such FSPO, as provided below.

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

**Making a complaint**

<table>
<tr><td>Step 1</td><td colspan="3">Please send your complaint to the intermediary (person, agent, or company) from whom you bought this Fleet policy</td></tr>
<tr><td rowspan="3">Step 2</td><td rowspan="2">Sections 1 to 4</td><td colspan="2">If your complaint is not resolved to your satisfaction by the intermediary, and it is about a matter other than Section 5– Breakdown Assistance you can contact our partners below who are authorised to deal with your compliant:</td></tr>
<tr><td>If your complaint relates to a claim:<br><br>Leeson Claims Services Limited,<br>68 Merrion Square,<br>Dublin 2.<br><br>☎ +353 1 4852980<br>✉ info@leesongroup.com</td><td>If your complaint relates to any other matter:<br><br>Customer Services Team,<br>Ornella Underwriting Limited,<br>The Bushels,<br>Cornmarket, Wexford<br><br>☎ +353 (0)53 9180300<br>✉ customerservices@ ornellaunderwriting.ie</td></tr>
<tr><td>Section 5 – Breakdown Assistance</td><td colspan="2">If your complaint is not resolved to your satisfaction by the intermediary, and it is about Section 5 – Breakdown Assistance, you can contact:<br><br>MAWDY<br>22 – 26 Prospect Hill,<br>Galway</td></tr>
<tr><td colspan="2">Step 3</td><td colspan="2">If your complaint remains unresolved under step 2 please contact the:<br><br>Financial Services and Pensions Ombudsman,<br>Lincoln House,<br>Lincoln Place, Dublin 2,<br>D02 VH29.<br><br>☎+353 (0)1 567 7000<br>✉ info@fspo.ie :www.fspo.ie</td></tr>
</table>

# Your insurance cover

**So you understand what you are covered for, please read this document, the schedule and the certificate of insurance carefully. You should pay special attention to the general terms, exceptions, conditions and endorsements. If you have any questions, you should contact us or your insurance advisor.**

**Comprehensive cover** – sections 1 and 2 of this policy apply.

**Third party, fire and theft cover** – section 1 applies for loss of or damage to the vehicle caused directly by fire, lightning, explosion, theft or attempted theft. Section 2 of this policy also applies.

**Third party only cover** – section 2 of this policy applies.

**Trailer cover** – section 3 only applies if it is shown in the schedule.

**Windscreen cover** – section 4 only applies if it is shown in the schedule.

**Breakdown Assistance** – section 5 only applies if it is shown in the schedule.

***The general exceptions and general conditions apply to all levels of cover.***

### Limits on how you use the vehicle

The insurance only covers you if you use the vehicle in the way described in your certificate of insurance. We will not cover you for:

a. any use connected with the motor trade, unless the use is described in your certificate of insurance; or
b. hiring out the vehicle for money, unless the use is described in your certificate of insurance; or
c. racing, pacemaking (setting the pace in a race) or being in any contest or speed trial (apart from treasure hunts).

### Description of drivers

Any person shown in the certificate of insurance can drive the vehicle. Where ‘any driver’ is shown, please see the schedule for any restrictions.

# General conditions which apply to the whole policy

***These general conditions apply to all sections of the policy.***

1. We will only have to make a payment under this policy if:
   a. all the answers in the proposal and declaration for this insurance are true and complete; and
   b. you or any insured person meets all the terms, conditions and endorsements of this policy and
   c. you have proven you have an insurable interest in the vehicle being insured.

**2. Cancellation**

You may cancel the policy at any time by contacting your broker.
You have a legal obligation to return your certificates of insurance and insurance discs when cancelling an insurance policy.
If you want to cancel your policy within the first 14 working days, we will refund your premium for any period of insurance remaining.
If you cancel your policy after the first 14 working days, we will refund your premium for any period of insurance remaining, under Sections 1 to 4, less an administration fee of €50, provided the refundable amount is greater than €25. The premium in respect of Section 5 – Breakdown Assistance is not refundable.
If the amount you have paid at the cancellation date does not cover the premium owed, we have the right to recover the money that you owe.
All premium refunds will only be issued as long as we have received your certificates of insurance and insurance discs.

We may choose to cancel the policy, giving you a reason, by sending you 10 days' written notice to your last known address. We will refund your premium for any period of insurance remaining. You must immediately return your certificate of insurance and insurance disc to avoid any action we may take against you to recover them.

**3. Declaration**

**Vehicle Changes, Additions, and Disposals**
Your Schedule will specify whether your policy operates on a Periodic Declaration Basis or an Immediate Declaration Basis. It will also specify the declaration period unless it is annual.

(A) **Periodic Declaration Basis**
At the start of each Declaration period, you must declare your fleet by providing us with a full list of all vehicles and trailers owned and registered in your name, and ones that are hired, leased or lent to you.

Upon submission of each declaration, we will calculate any adjustment to the premium for the expiring period of insurance by charging or refunding 50% of the annual rate charged for a vehicle of that type. If you acquire a vehicle of a type not already insured, we will calculate an adjustment premium in accordance with our standard rates.

During the Declaration period you do not need to notify us of disposals or acquisitions of vehicles similar to ones on the declaration made at the start of the declaration period. **However, you must notify us immediately if you acquire, borrow or lease vehicles with a value exceeding €200,000.**

You are reminded that any vehicle you acquire, borrow or lease that is valued at or over €150,000 must have a tracking device fitted to be covered for theft.

For laid up or suspended vehicles you must advise us in advance when restoring cover under condition 11 or condition 12 prior to road-going use.

Unless your schedule states otherwise, the Declaration Period will be annual.

(B) **Immediate Declaration Basis**
You must tell us immediately about any vehicle or trailer you replace or acquire including by hiring leasing or borrowing and pay us any extra premium we may ask for as a result of the new or replacement vehicle. Cover will only start when we agree to cover it. If you dispose of a vehicle without replacing it, or cease to hire, lease or borrow one, we may refund you for the unused period of cover.

(C) **Undeclared Vehicles**

These provisions apply under both bases above.

If you have failed to advise us of any vehicle or trailer that should have been on your declaration at the start of the declaration period in which the incident occurred, or that should have been immediately advised to us, we will not pay any claim under any section of this policy involving the use of, or loss of or damage to, that vehicle.

You may be responsible for any accident, loss, damage or liability arising as a result of any accident caused by or in connection with such vehicle or trailer. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person against whom the claim was made.

4. **Other changes**

You must tell us immediately about any material change to your policy, as that change may require us to reassess your cover or move you to a more suitable policy option. Examples of material changes include;

a. the main user of the vehicle changes;
b. you or anyone covered by this policy are charged or convicted of a motoring offence or are notified of any pending prosecutions;
c. you become aware of any medical or physical condition of any driver that may affect their ability to drive;
d. you wish to use the vehicle for any use not currently included in your certificate of insurance);

This is not a full list and you should tell us about any change if you are not sure whether it is material or not.

When you tell us about a change, we may then reassess your cover. Certain changes may not be acceptable. If you do not tell us about any relevant changes, we may:

i. may reject or reduce your claim; or
ii. cancel the policy from the date of the change or the last renewal date, whichever is later.

5. **Claims**

a. You must report any accident, injury, loss or damage involving the insured vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We may send you an incident investigation sheet which you must fill in and return as soon as possible.
b. In the event of loss of or damage to the vehicle as a result of theft or, attempted theft, you must immediately contact the Gardai. We will send you a theft report form, which we require to be completed by a Garda.
c. You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event for which there may be any liability under this policy.
d. You or any insured person must immediately send us any correspondence relating to any incident without answering it. You, or any other insured person must

co-operate with our investigations. You must never accept responsibility or offer or promise payment without our written permission.

e. If you make a claim, we are entitled to instruct and to give information about you and your policy to other people such as suppliers, private investigators and loss adjustors.
f. You or any insured person must not do anything to harm our interests.
g. If you make a claim, we may appoint our own repairers to carry out any repair work.
h. If, at the time any claim arises under this policy, there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
i. If, under the law of any country, we have to make a payment which we would otherwise not have made under this policy, we may recover any payment from you or from the person against whom the claim was made.
j. We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. We may prosecute, in your name or in the name of any other person (at our expense and for our benefit) to recover any amount we have paid. We will be able to decide how any proceedings or settlements are handled.

## 6. Duty of care

You or any insured person must:

a. take all reasonable steps to prevent accidents, injuries, loss or damage;
b. protect the vehicle against loss or damage;
c. give us access, at any reasonable time, to examine the vehicle;
d. not leave the vehicle unlocked while unattended, or leave the keys to the ignition (or device for the keyless entry system) with or near the vehicle while unattended; except when using the vehicle as a tool of trade and provided it remains fully visible to the driver or operative and
e. make sure the vehicle is kept in a roadworthy condition and, if necessary, has a valid NCT or CRW (Certificate of Roadworthiness) certificate.

## 7. Drink and Drugs

We will not provide cover for any accident, injury, loss, damage or liability if:

a. you or any insured person is driving while unfit to do so due to alcohol or drugs; or
b. you or any insured person is driving after drinking alcohol and, three hours after the accident, the amount of alcohol in the breath, blood or urine of the person driving is above the legal limit for driving; or
c. as a result of the accident you or any insured person is convicted of, or has a prosecution pending for, an offence involving alcohol or drugs.

If an accident happens under any of the above circumstances, then:

i. the cover provided in section 1 and 3 of the policy for loss of or damage to the insured vehicle will not apply;
ii. you or any person driving must repay all the amounts we have paid to cover any claims arising from the accident; and
iii. we may cancel your policy.

## 8. Fraud and Misrepresentation

You and anyone else acting for you or insured under this policy may lose all rights or partial rights under the policy if you or they:

a) provide fraudulent or misrepresentative information for example, an incorrect address, claims experience, date of birth, licence, occupation when applying for, renewing or amending a policy;
b) make or attempts to make a fraudulent claim or exaggerate a claim;
c) provide information to support a claim that is not true and complete;
d) provide false or stolen documents;
e) deliberately fail to tell us of some or all facts relating to a policy or claim; or
f) make a claim for loss or damage caused by your or their deliberate or criminal act or omission or with your knowledge or involvement;
g) If, after a claim has been made under this policy, you become aware of information that would either support or impact the validity of that claim you must disclose such information to us.

We may also attempt to obtain a prosecution against you or any person acting for you or insured under this policy. If you provide fraudulent or misleading information, misrepresent or exaggerate a claim or provide false or stolen documents, we may also tell An Garda Siochana, other law-enforcement agencies, other insurers and their agents, credit-reference agencies, fraud-prevention agencies, government agencies, regulatory authorities and other organisations concerned with fraud.

## 9. Rights of Recovery

If the law requires us to pay a claim which would not otherwise have been covered by your policy, we reserve the right to recover that amount from you or the person on whose behalf we made the payment.

## 10. Choice of law

You and we may choose which law applies to this contract. Unless we agree with you otherwise, this insurance is governed by Irish law.

## 11. Vehicle laid up

If you request a vehicle to be laid up (off the road and out of use), we may suspend the insurance under section 2 of this policy.

We will refund up to 70% of your premium, for the period when insurance under section 2 is suspended, as long as:

a) no claim or loss has arisen during the current period of insurance; and
b) cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €25 after we charge the administration fee.

We will not refund any premium in respect of section 5 – Breakdown Assistance

During any period where we have suspended the insurance under Section 2 of this policy, we will still insure the vehicle against loss or damage in line with the insurance cover provided under section 1. We must be advised in advance if you wish to restore cover under Section 2 of this policy to a laid up vehicle, and the provisions of Condition 3 shall have no effect for this purpose.

## 12. Suspending cover

If you request to suspend all cover provided by this policy

We will refund your premium in respect of Sections 1 to 4 for the period when the insurance is suspended, as long as:

a) no claim or loss has arisen during the current period of insurance; and
b) cover is suspended for at least four weeks in a row.

We do not refund any premium which is less than €25 after we charge the administration fee, and the premium in respect of Section 5 – Breakdown Assistance is not refundable.

We must be advised in advance if you wish to reinstate cover and that provisions of Condition 3 shall have no effect for this purpose.

## 13. Language and communication method

Your policy and all communications between you and us will be in English

Except where we are required to send you a letter in the post for legal or regulatory purposes, we will issue all communications relating to your policy via email. If you would prefer to receive information in paper and by post, please contact our Customer Services team.

## 14. National Fleet Database and Motor Third Party Liability Database

If your policy is on a periodic declaration basis you must provide us with the Unique Insurance Number (UID) assigned to your fleet and you are legally obliged to ensure that the National Fleet Database is updated immediately of any changes, additions or deletions of vehicles.

## 15. Transaction premiums and fees

### a) Changes

If a change to Your Fleet policy results in you owing us an additional premium, we will charge you a minimum of €15. If a change to your Fleet 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. Ornella Underwriting Limited may charge and retain a fee of up to €30 per vehicle for any transaction under this Fleet policy, or up to €50 for a cancellation transaction under General Condition 2 – Cancellation.

### b) Errors

If we make a mistake that results in you being overcharged a premium or fee, we will calculate a refund due. If you paid the overcharged amount more than a year prior to us calculating a refund, we will add an appropriate rate of interest on a compound basis (this means we will calculate interest on the interest for each full year we have kept the overcharged amount). If the total amount of refund and the interest we owe you exceeds €15, we will refund you. If this amount is €15 or less, we will pay the refund amount to a registered Irish charity, unless you advise us to send it to you

## 16. Financial or Trade Sanctions

We shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction

# General exceptions which apply to the whole policy

***These general exceptions apply to all sections of this policy.***

We will not provide cover for any of the following.

1. Any accident, injury, loss, damage or liability if the vehicle is being driven or used for a purpose not described in the certificate of insurance.
2. We will not provide cover if the insured person is entitled to claim or is covered under any other policy.
3. We will not cover the driver unless;
   a. they hold a valid licence or valid learner permit to drive the vehicle and are not currently banned from driving; and
   b. they meet the conditions and any limits of their driving licence;
   c. Drivers with Learner permits must be accompanied by a fully licensed driver at all times.
4. Any liability an insured person has under an agreement which they would not have had if the agreement did not exist.
5. Loss, damage or liability:
   a. directly caused by pressure waves from aircraft and other flying objects travelling at or above the speed of sound;
   b. caused by an earthquake or underground fire;
   c. caused by pollution or contamination, unless it is caused by a sudden, identifiable, unexpected and accidental incident which happens during the period of insurance;
   d. if you have an accident while your vehicle, including its load, is being driven when it is not fit and safe to do so;
   e. if your vehicle is overloaded with passengers or goods; or
   f. caused by using the vehicle in or on any area where aircraft normally land, take off, move or park including any associated service refuelling areas, ground equipment parking areas, aprons, maintenance areas and hangars;
   g. resulting from using the vehicle at any event during which the vehicle may be driven on a motor racing track, derestricted toll road (with no speed limit) or at any off-road event; or
   h. arising out of the deliberate use of the insured vehicle to;
      - cause damage to other vehicles or property, and/or
      - cause injury to any person and/or put any person in fear of injury.
6. We will not cover any loss, damage or legal liability directly or indirectly caused by:
   a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
   b. the radioactive, poisonous, explosive or other dangerous properties of any explosive nuclear equipment or any part of it; or
   c. carrying hazardous goods, unless we have agreed to cover this use in writing and any such agreement will be conditional on our liability not exceeding €1,300,000.
7. We will not cover any loss or damage or legal liability caused directly or indirectly by war, riot, revolution, any act of terrorism or any similar event, other than wherewe must provide cover under the relevant road traffic legislation.

Terrorism is defined as any act, or the use or threat of force, including but not limited to:

a. threat of or actual endangerment of the life of a person(s);
b. threat of or actual serious violence against any person(s);
c. threat of or actual damage to any form of property;
d. creating a serious risk to the health and safety of the public;

which is committed by any person(s) for political, religious or ideological purposes to influence any government or to intimidate, bully, pressurise or to put any member of the public in fear.

8. Any damage resulting from a deliberate act committed by you or any person insured under the policy.

9. Failure of computers and electrical equipment, information technology hazards and cyber risks

(i) Any loss or damage caused directly or indirectly from:

a. any personal and business computer, other electrical equipment, part or program failing to correctly recognise any date as its true calendar date; or
b. computer viruses; or
c. an information technology event.

(ii) Any direct or indirect loss, damage, liability, claim, cost or expense of whatsoever nature, including but not limited to any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any computer data and any amount pertaining to the value of such computer data, caused solely by a cyber act and / or a cyber incident.

# Section 1 Loss of or damage to the vehicle

***If this cover applies we will pay for loss of or damage to the vehicle or vehicles or its accessories and spare parts while they are in or on the vehicle.***

We will choose whether to repair or replace the vehicle or any part of it or its accessories and spare parts, or pay cash to cover the amount of the loss or damage.

The most we will pay will be the market value of the vehicle immediately before the loss or damage happened, but not more than the value as shown in the schedule.

If replacement parts are not available or are out of stock from the manufacturer's European representative or agents, you will have to pay the extra cost of transporting them from elsewhere.

If your vehicle is three years old or more, or if it has been imported, we may decide to repair it with parts which have not been made by your vehicle's manufacturer but are of a similar standard.

You must let us know immediately about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 5.)

If the vehicle belongs to someone other than you or is under a hire-purchase or leasing agreement, we may pay the legal owner for any loss or damage. We will then have no further liability for the loss or damage.

### Radio audio and navigation equipment

For loss of or damage to radio-receiving or transmitting equipment, audio equipment or electronic navigation equipment permanently fixed to the vehicle, the most we will pay is:

a. 5% of the value of the vehicle before the accident happened; or
b. €635; whichever is lower.

The policy does not cover loss of or damage to mobile phones and their accessories or spare parts.

### Charging Cables

We will cover loss or damage to your electric car charging cable, up to a limit of €500

### Total loss claims

A total loss is where the vehicle is no longer economical to repair, cannot be repaired or has been stolen and not found. If the vehicle is a total loss we will pay the market value of the vehicle immediately before the loss or damage happened. The market value of the vehicle will be based on our engineer's assessment with reference to industry guides. The most we will pay will be the value of the vehicle shown in the schedule.

### New car replacement

If within 12 months of having bought the vehicle as new, it is damaged and the cost of repairs will be more than 60% of the manufacturer's list price, including taxes, or it is stolen and not recovered we will replace it with a new vehicle of the same make and model. However, we will not pay for a replacement vehicle if the replacement cost is more than the market value.

We will only do this if a replacement vehicle is available in the Republic of Ireland and if you or the legal owner agree. If a replacement vehicle is not available, we will pay either the value declared by you or the market value of the vehicle immediately before the loss happened, whichever is the lower.

### Accident Recovery

We will also pay the reasonable cost of protecting the vehicle and moving it to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting it to your address, as shown in the schedule.

### Loss of keys

If the vehicle keys or lock transmitter of the vehicle are lost or stolen, we will pay the cost of replacing:

a. the door and boot locks;
b. the ignition and steering lock; and
c. the lock transmitter;

as long as we are satisfied that the person who may have your keys or transmitter knows where the vehicle is. The most we will pay is €850.

### Fire brigade charges

We will pay for local-authority charges (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment. The most we will pay is €2,200.

### Personal Accident – comprehensive cover only

We will pay you (the policyholder) or your legal representative €6,500 if you are accidentally injured while travelling in or getting into or out of the vehicle and within the following three months this injury alone results in:

a. death;
b. permanent loss of sight in one or both eyes; or
c. loss of one or more limbs.

The most we will pay in any one period of insurance is €6,500. We will not pay this benefit for:

a. any injury or death resulting from suicide or attempted suicide; or
b. anyone who is driving while unfit to do so due to alcohol or drugs at the time of the accident.

### Medical Expenses – comprehensive cover only

We will pay for medical expenses up to €135 for each person injured if the vehicle is involved in an accident as long as there is no cover in force under another motor insurance policy.

### Courtesy Car – comprehensive cover only

If your vehicle is repairable under this section of your policy, and if one is available, we may provide you with a courtesy car while your vehicle is being repaired by one of our recommended repairers. If your vehicle is not driveable but is repairable, we will aim to provide you with a courtesy car within three working days of accepting that you have a valid claim under this section of the policy up to a maximum of 10 days. If your vehicle is declared a Total Loss, we will provide you with a courtesy car within 3 working days of accepting that you have a valid claim under this policy up to a maximum of 7 days. It is your responsibility to make sure you meet the car hire conditions. These may include, but are not limited to, having a full driving licence without endorsements, paying a deposit by credit-card and returning the car to the pick-up point. Once you tell us the registration number, the courtesy car will be automatically insured under this policy, if it is supplied by one of our recommended repairers. If the courtesy car is lost or damaged, we will decide how and where the courtesy car is repaired or replaced.

We will not pay for:

a. a courtesy car if you do not agree to have your vehicle repaired at our recommended repairer;
b. using a courtesy car outside the territorial limits;
c. the cost of fuel;
d. collection and delivery charges;
e. any costs where the courtesy car is not returned on time after repairs have been carried out to your vehicle;
f. any extra costs for using a car that is better than our standard courtesy car (our standard courtesy car is usually a class-A vehicle); or
g. any costs where the courtesy car is not returned on time after we ask you to return it as we have decided your vehicle is a total loss.

## Exceptions to section 1

We will not pay for:

1. loss of value, depreciation, wear and tear, mechanical, electrical, electronic, computer or computer software failure or breakdown;
2. damage to tyres caused by using the brakes or by road punctures, cuts or bursts;
3. loss of use or other indirect loss such as loss of earnings or travel costs;
4. damage to the vehicle or its accessories and spare parts caused by the contents or goods carried in or on it;
5. loss of or damage to the contents being carried in or on the vehicle;
6. loss of or damage to personal belongings;
7. loss or damage as a result of deception or fraud;
8. loss or damage as a result of theft or attempted theft if the vehicle is left unlocked or if the keys to the ignition (or device for the keyless entry system) is left in or on the vehicle while you are away from it except when using the vehicle as a tool of trade and provided it remains fully visible to the driver or operative
9. loss or damage to the vehicle if it is taken or driven without your permission by a member of your family, anyone who normally lives with you or an invited guest of the home, unless they are prosecuted for taking the vehicle without your permission and you must assist fully with the prosecuting authorities;
10. any part of a repair or replacement which improves the vehicle beyond its condition before the loss or damage took place;
11. loss or damage as a result of the vehicle being filled with the wrong or contaminated fuel or other substance;
12. loss or damage by any driver who has been disqualified from driving or has failed to give details of penalty points or motoring convictions (if any);
13. loss or damage due to any government, public or local authority legally taking, keeping or destroying your vehicle;

14. loss or damage to the vehicle if it does not hold a valid NCT or CRW (Certificate of Roadworthiness) at the time of the loss;
15. loss or damage by any learner permit driver who is not accompanied by a full driving licence holder in accordance with the Road Traffic Acts and any other regulations which apply to such learner permit holders while driving;
16. a courtesy vehicle where the only repairs required are to damaged or broken glass in the windscreen or windows of the vehicle;
17. the first amounts, as shown in the schedule, of each claim (the excess);
18. loss or damage to the vehicle due to the solidification of the contents carried;
19. VAT (Value Added Tax) if you are VAT registered;
20. the cost of parts or the cost of importing parts or accessories for your vehicle from outside the European Union. For all non-European or imported vehicles we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.
21. more than €100,000 for loss or damage caused by theft in respect of a car, or more than €150,000 in respect of all other vehicles, unless your vehicle is fitted with an operational Tracking Device;
22. for loss or damage costing more than €200,000, unless we have agreed to provide cover for a higher amount.

# Section 2 Liability to other people

We will insure the insured person against legal liability for damages (including the related costs and expenses) for death or bodily injury to any person and damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

We will not pay more than €30,000,000 for private motor vehicles, or €1,300,000 for any other vehicle, for damage to property arising from any one claim or a number of claims arising out of one cause, unless we have agreed otherwise in writing.

### Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

1. You, the policyholder.
2. Any person driving the vehicle who is entitled to do so under your current certificate of insurance (other than any person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).
3. Your employer or business partner as long as the business use is allowed under the terms of the certificate of insurance. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
4. Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes.
5. Any person travelling in, or getting into or out of the vehicle.
6. The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

### Legal costs

We will pay for the following legal costs related to an event which is covered by this section.

a. Fees for a solicitor we appoint to represent you at a coroner's inquest or fatal accident enquiry
b. Fees for legal representatives that we ask to defend you against a charge of manslaughter or causing death by careless or dangerous driving if we decide there is a reasonable chance of success.

### Moving other people's vehicles

We will also cover the insured person while they are moving any vehicle which is:

a. blocking access to the policyholder's premises; or
b. blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a licence to drive the vehicle or, having held a licence, not be disqualified from holding a licence.

### Emergency treatment

We will pay for emergency treatment fees as set out in the Road Traffic Act, following an accident involving any vehicle which we provide cover for.

## Foreign use

As well as providing cover in the territorial limits, we will also provide the minimum cover you need by law to use your vehicle in:

a. any country which is a member of the European Union; and
b. any other country which has made arrangements to meet the requirements of the Commission of European Union.

If you want to extend this cover to your full policy cover, or if you want to travel to any other country, you must:

a. ask us to provide cover before the date you leave;
b. tell us the date you will be leaving, and the date you will be returning;
c. tell us which countries you are visiting; and
d. pay any extra premium necessary.

## Indemnity to principals

We will extend the cover provided by this section to any public or local authority or other principal, where the vehicle is being used in connection with contract work on behalf of a principal, for the negligence of the insured or any other insured person. We will only do this if:

a. they are not covered under any other policy; and
b. they keep to the terms, conditions and endorsements of this policy as far as they can apply.

## Third party contingency cover

We will extend the cover provided by this section to indemnify the insured from liability which arises out of an accident caused by, or in connection with, any motor vehicle whilst being used in connection with your business or trade. Provided that:

a. such vehicle is not your property or held by you under a hire purchase agreement or hired by or leased to you;
b. you have taken all reasonable steps to ensure that there is in force in respect of such vehicle an insurance; and
c. if any claim covered in this sub-section is also covered by any other insurance then we shall not be liable to make any contribution to such claim.

## Unlicenced drivers

We will extend the cover provided by this section to indemnify the insured from liability arising out of the driving of the vehicle by an unlicenced driver when a licence is not required by law, provided always that:

a. the terms of the certificate shall otherwise apply;
b. in respect of a vehicle other than any agricultural tractor or self propelled agricultural or forestry machine the person driving is of an age to hold a licence to drive the vehicle on the road; and
c. the person claiming indemnity and any person on whose behalf indemnity is claimed shall have complied with the term and conditions of this policy.

### Towing disabled vehicles

We will extend the cover provided by this section to indemnify the insured from liability arising from a vehicle being used for the purpose of towing one disabled mechanically propelled vehicle provided that:

a. the vehicle is not towed for hire or reward; and
b. we shall not be liable for damage to the disabled mechanically propelled vehicle being towed nor for any load carried in or on it.

### Exceptions to section 2

1. We will not cover loss of or damage to:
   a. property owned by or in the charge of you or any insured person;
   b. any vehicle or trailer which we provide cover for under this section; or
   c. any property carried in or on the vehicle or trailer; or any motor vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that motor vehicle.
2. We will not provide cover if the insured person is entitled to claim a payment or has cover under any other policy.
3. We will not cover any loss, damage or liability arising while the vehicle or trailer or attachment of the vehicle:
   a. is being used as a tool of the trade; or
   b. is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the vehicle;
   c. is being used for the preparation and sale of food or beverages from, in or on the vehicle, trailer or attachment, unless we have agreed otherwise in writing;
   d. is being used as a mobile shop.
4. We will not cover loss or damage to any weighbridge, viaduct, road or other surface over which the insured vehicle is driven, or anything under the surface, caused by the weight or vibration of the insured vehicle or its load.
5. We will not cover any loss damage or liability arising from the wrongful delivery of any load or part thereof or any defect in the load or part thereof.
6. We will not cover death or injury to any employee of the person who is insured, which arises out of the course of their employment, except where it must be covered under the Road Traffic Act.
7. This policy does not cover any liability for fines, penalties, punitive or exemplary damages.
8. Except to the extent required by the Road Traffic Acts, this policy does not cover death or bodily injury to any person while being carried in or on any trailer or semi-trailer or caravan being towed.
9. We will not cover Death or Bodily injury to any person driving or in charge of the vehicle.

# Section 3 Trailers

### Loss of or damage to the trailer

We will pay for loss of or damage to any trailer described in the trailer schedule. We provide cover to the level shown in the trailer schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened. However, we will not pay more than the value of the trailer as shown in the trailer schedule.

We will not pay for loss or damage to:

a. any trailer being towed other than in accordance with the Road Traffic Act(s) or other relevant legislation;
b. any detached trailer, unless:
   - it is on premises you own or occupy, or secured in a locked garage or compound; or
   - it is kept close to the vehicle;
c. any property being carried in or on the trailer; or
d. any trailer that is not specified, unless your trailer schedule shows that unspecified trailers are insured and they are in your possession and control;
e. any trailer resulting from its sinking, slipping, toppling or overturning at any site where the insured vehicle or trailer is located for the purpose of work, where such trailer has a hydraulic tipper mechanism unless we agree to do so in writing;
f. the first amounts of each claim, as shown in the schedule for the vehicle to which the trailer is attached to or detached from.

### Specified Trailers

We will extend the cover provided by Section 2 to indemnify the insured from liability arising out of the use of any trailer, the details of which have been notified to us, while it is attached to the insured vehicle or while detached under the following circumstances:

a. the trailer remains at all times in your care custody and control.
b. out of use but remaining on your premises.

### Unspecified Trailers

We will extend the cover provided by Section 2 to indemnify you from liability arising out of the use of any trailer attached to the vehicle or while detached under the following circumstances:

a. the trailer remains at all times in your care custody and control.
b. out of use but remaining on your premises.

### Exceptions to Unspecified Trailers

a. No cover other than that afforded to the insured vehicle shall apply to any trailer attached to the vehicle.
b. No cover shall apply where such trailer is attached to any vehicle which is not covered under this policy.
c. No cover applies whilst the trailer is detached unless temporarily detached from the vehicle during the course of a journey.

### Detached Trailers

The indemnity provided under Section 2 shall apply to any Trailer which is the property of, or hired under a hire purchase agreement to or leased under a vehicle leasing agreement to you whilst detached from the vehicle in so far as it is necessary to meet the requirements of the Road Traffic Acts.

# Section 4 Windscreen

## Windscreen cover

This section only applies if it is shown in the Insurance Schedule and Section 1 of the Policy Document applies to the damaged vehicle.

We will pay the cost of repairing or replacing damaged or broken glass in the windscreen or windows of a private car or goods carrying commercial vehicle where cover is provided under the policy, as long as there has not been any other loss or damage.

If you need your windscreen repaired or replaced, you should call our approved windscreen specialists on the number shown below. We will only carry out a repair if it is safe to do so. The decision on the safest option will be made by the glass technician.

If there are any delays in obtaining replacement glass from the distributor, our approved windscreen specialists will carry out a temporary repair or replacement to safely protect the vehicle while we await the replacement glass.

We will need to confirm all claims before any repair or replacement work is carried out.

If you are registered for Value Added Tax (VAT) then you are liable for the VAT element of the repair/replacement cost of the windscreen.

## Windscreen and Windows Claims Line:

| | |
|---|---|
| Online: | www.autoglass.ie |
| Republic of Ireland Telephone: | (0)1 460 6905 |

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

## Exceptions to windscreen cover

We will not pay for:

1. Any amount over €150 for replacement or €50 for repair work if the work is not carried out by our approved windscreen specialists.
2. Any more than two claims per vehicle under this section during the period of insurance.
3. Damaged or broken glass in canopies, panoramic roofs, panoramic windscreens or any bespoke glass fittings.
4. Damage caused by wear and tear or negligence.
5. Damage to broken glass in any vehicle covered under the policy where the vehicle is not a private car or goods carrying commercial vehicle.
6. The cost of parts or the cost of importing parts or accessories for the vehicle from outside the European Union. For all non-European or imported vehicles, we will only pay the cost of parts available for a similar standard European model readily available in the Republic of Ireland market.

# Section 5 Breakdown Assistance

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

**We will not pay for any expense or assistance that has not been authorised through the emergency helpline. If you make your own arrangements you will not be reimbursed.**

**The Breakdown Assistance provided under this policy applies to cars and light commercial vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a category B driver's licence and that are no more than 15 years old.**

**Breakdown Assistance is a 24-hour emergency breakdown and accident recovery service. It is there to assist you in your time of need. The choice of assistance supplied depends on the options available to us at the time of the request for assistance.**

## Meaning of words

This section of **your** policy contains words and phrases with a special meaning. **We** have explained these meanings below. To help **you** identify these words and phrases, **we** have printed them in bold wherever they appear in singular or plural.

**Insured vehicle**
The vehicle described in the Schedule of this policy.

**Passengers**
All non-fare paying **passengers** (excluding hitchhikers) being legally transported in the **insured vehicle** at the time assistance is required.

**Period of Cover**
The period between the start date and expiry date shown on the Schedule of Insurance relating to the **insured vehicle**.

**Recovery Provider**
Any representative of ours whom **we** appoint to assist **you**.

**Territorial Limit**
The Republic of Ireland and Northern Ireland.

**We, Us, Our**
MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros, S.A., trading as MAWDY.

**You, Your**
Any person authorised to drive the **insured vehicle** by the policyholder, vehicle owner, lease company, fleet operator or employer, provided they reside in the Republic of Ireland.

**Should you require assistance, please telephone the Breakdown Assistance line:**

- **Republic of Ireland: 1800 806 800**
- **Northern Ireland: 00353 91 560670**

Please have the following information available when **you** call:

(1) **your** exact location
(2) the registration number of the **insured vehicle**
(3) **your** policy number
(4) a telephone number where **you** can be contacted
(5) a description of the problem

The Assistance Provider under Breakdown Assistance is MAWDY. MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAWDY is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for consumer protection rules. Company Registration Number 903874. MAWDY, Ireland Assist House, 22-26 Prospect Hill, Galway.

## Benefits provided

In the event of the **insured vehicle** being immobilised as a result of an accident, mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring within the **territorial limits**, **we** will arrange and pay for the following benefits:

**Roadside & Doorstep Assist**

**We** will provide up to one hour's free labour either at the roadside, home address or place of work if the **insured vehicle** can be repaired onsite. **You** or a person authorised to use the **insured vehicle** must be present when the repairer arrives in order for assistance to be provided under this benefit.

**Towing**

If the **insured vehicle** cannot be repaired onsite following a breakdown at home or away from home, **we** will pay the cost of towing the **insured vehicle** (excluding trailers) to the nearest suitable repairer or another repairer nominated by **you** or the fleet operator, whichever is closer, up to a maximum of 50km from the breakdown location.

Completion of your journey within Ireland and Northern Ireland

If the **insured vehicle** breaks down away from home and cannot be repaired onsite, **we** may arrange and pay for one of the following options:

1. Onward transportation for **you** and **your passengers** to either:
    a. Their home address; or
    b. Their intended destination within the **territorial limits**, up to a maximum of €31/£31 per person and €127/£127 in total;

Or

2. The use of a Class A replacement vehicle for up to 48 hours while repairs to the **insured vehicle** are being carried out;

Or

3. A contribution towards overnight bed and breakfast accommodation while repairs to the **insured vehicle** are in progress, limited to one night and up to a maximum of €40/£40 per person and €200/£200 in total.

Where the **insured vehicle** has been repaired, **we** will pay the cost of public transportation for **you** to collect the vehicle.

If assistance is requested which is not covered under this policy, **we** may at **your** request, attempt to arrange such assistance at **your** expense. Any such arrangement shall be subject to the terms and conditions of the relevant supplier.

**Message relay**

MAWDY will pass on two urgent messages for **you**.

## Conditions

1. No benefit shall be payable unless **we** have been notified and have authorised assistance after being notified through the Breakdown Assistance phone lines **1800 806 800** (calling from the Republic of Ireland) **or 00353 91 560 670** (calling from Northern Ireland)
2. **Territorial limits** of cover: Republic of Ireland and Northern Ireland.
3. The policy number must be quoted when calling for assistance.
4. Vehicles eligible for assistance will be cars and light commercial vehicles up to and including a gross vehicle weight of 3500kg, which can be driven with a category B driver's licence and are 15 years old or less.
5. **You** must be with the **insured vehicle** when the repairer arrives. If **you** are not with the vehicle and **our** repairer cannot assist, any subsequent assistance will be at **your** own cost.
6. **We** may refuse assistance in circumstances where:
    a. a driver appears intoxicated;
    b. the **insured vehicle** is inaccessible or in an off-road location;
    c. the **insured vehicle** cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
    d. the **insured vehicle** is not being used in accordance with the use set out in the Fleet policy;
    e. the **insured vehicle** 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.
7. If **we** have to make a forced entry to the **insured vehicle** because **you** are locked out, **you**

must sign a declaration, which confirms that **we** are not responsible for any damage.

8. The **insured vehicle** must at all times be maintained in a good mechanical order and roadworthy condition and be regularly serviced.
9. **We** will not be responsible to provide **you** with the services outlined under 'Completion of your journey within Ireland and Northern Ireland' if **we** are unable to do so as a result of the commercial conditions imposed by vehicle hire companies. For example, requiring the driver to provide a full licence free of endorsements, a credit card deposit, or the requirements to return a hire vehicle to a pick-up point.
10. **We** cannot accept responsibility for the care or transportation of any goods carried (including pet animals or livestock) within the **insured vehicle**.
11. **We** will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the **insured vehicle**. It will be **your** responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the **insured vehicle** has to be towed.
12. In the event of the **insured vehicle** being taken to a location of **your** choice, no further recovery arising from the same breakdown will be provided.
13. If **you** cancel a breakdown assistance call-out, **you** are not eligible for another call-out for that same assistance.
14. **We** will always use best endeavours to recover the **insured vehicle**. The **insured vehicle** must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
15. Each **insured vehicle** is eligible for a maximum of 3 breakdown assists per vehicle during the **period of cover**.

## Exclusions to Breakdown Assistance

**We** will NOT pay for:

1. Any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a recovery provider assisting or failing to assist **you**).
2. Expenses, which are recoverable from any other source.
3. Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
4. Any breakdown assistance requests arising where the **insured vehicle** is carrying more **passengers** or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications.
5. Any breakdown assistance requests arising directly out of the unreasonable driving of the **insured vehicle** on unsuitable terrain.
6. Any vehicle designed as a tool of trade, non-registered or registered as a work vehicle.
7. Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by **you**.
8. The cost of repairing the **insured vehicle** other than outlined in the benefits above.
9. The cost of any parts, tyres, keys, lubricants, fluids, fuel or EV electrical charge.
10. Any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the **insured vehicle**.
11. Failing to provide any of the benefits outlined in this Section for reasons beyond **our** reasonable control, including (but not limited to) **your** assistance during a natural catastrophe, or **us** being unable to reach **you** because roads have been closed.
12. Any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move an **insured vehicle** which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the **insured vehicle** has been removed to a suitable location, normal service will be provided.

13. Loss or damage to the contents of the **insured vehicle**.
14. Recovering an **insured vehicle** carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load if the vehicle has to be towed.
15. Recovery of trailers or any attachments to the **insured vehicle**.
16. Breakdown assistance requests if **you** knowingly provide false or misleading information.
17. Any breach of this section of the policy or failure on **our** part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond **our** reasonable control.

## In the event of an accident

- Contact our Claims Team on 053 91 80395
- Obtain contact details and insurance particulars for other parties involved and the names and addresses of any witnesses to the incident
- To protect your legal rights, liability should never be admitted at any stage.
- Report all incidents to the Gardai immediately

## Our commitment to you

- We understand that this can be a distressing time for you.
- Our priority, following your loss, is to ensure your claim's experience is fair, efficient, prompt and transparent.
- We will immediately appoint a dedicated person to manage all aspects of your claims at no cost to you.

## Important Claims Contact details

### Ornella Accident Line

Republic of Ireland Telephone: 053 91 80395
Outside Republic of Ireland Telephone: +353 (0) 53 91 80395

### Windscreen and Windows Claims Line:

Online: www.autoglass.ie
Republic of Ireland Telephone: (0)1 460 6905

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

*Please check your schedule to see if you have this cover*

### Breakdown Assistance:

Republic of Ireland Telephone: 1800 806 800
Northern Ireland Telephone: +353 (0) 91 560670

*Please check your schedule to see if you have this cover*

**Issue 2026 08**

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