

Important Information

Parties to this agreement

This motor fleet insurance policy is between you and us (Euro Insurances DAC trading as LeasePlan Insurance).

We agree to insure you under the terms of this insurance policy against any liability, loss or damage that occurs within the Geographical Limits during the Period of Insurance for which you have paid, or agree to pay, the premium.

What is this document?

This document is the policy which sets out your insurance. It is part of the Contract of Insurance. You must read this policy, the Schedule and the Certificate of Motor Insurance together. These documents should be kept in a safe place.

Please check all three documents carefully to make sure that they give you the cover you want and that you comply with all the relevant terms and conditions, including any Endorsements.

Please inform us immediately if you have any questions, the cover does not meet your needs or if any part of your insurance documentation is incorrect.

The current Schedule shows what you are covered for. The different kinds of cover are:

- Comprehensive (shown as COMP) – Sections 1, 2, 3, 5 and 6 apply. Section 4 will apply only if it is shown on your Schedule.
- Third Party Fire and Theft (shown as TPFT) – Sections 1, 2, 5 and 6 apply. Section 4 will apply only if it is shown on your Schedule.
- Third Party Only (shown as TPO) – Sections 1 and 6 apply.

Unless we have agreed otherwise with you in writing, this policy is governed by Irish Law.

Definitions and interpretation

The following words or phrases will have the same meaning attached each time they appear in this policy.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership or any other legal entity. References to a statute will be construed to include all its amendments or replacements.

Certificate of Motor Insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance as required by applicable Road Traffic legislation. It is one part of the Contract of Insurance. It shows the vehicles we are insuring, who may drive the Insured Vehicle, what it may be used for and the Period of Insurance.

Commercial Vehicle

Commercial vehicle means any vehicle which is not deemed to be a Private Vehicle within the terms of this policy.

Contract of insurance

Contract of insurance means the policy, Schedule (including Endorsements), the Certificate of Motor Insurance, the information you gave us and declarations that you have made.

Endorsement

Endorsement means a clause or statement which alters your insurance cover. Your insurance cover will be affected by any endorsement that is shown on your Schedule. You must comply with all endorsements.

Excess

Excess means the amount you have to pay towards each claim you make under this Contract of Insurance.

Geographical Limits

Geographical limits means Europe or such other territory as agreed in writing by us during the Period of Insurance. We define Europe as all countries who participate in the Agreement between National Insurers' Bureaux of the Member States of the European Economic Area and other Associate States namely: Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including the Faro Islands), Estonia, Finland, France (including Monaco), Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland (including Liechtenstein), United Kingdom (including the Channel Islands, Gibraltar and the Isle of Man).

Insured Vehicle

Insured vehicle means any motor vehicle (including its standard accessories, spare parts or components fitted to it) shown on the current Certificate of Motor Insurance and the details of which have been disclosed to us. The insured is also covered to drive any replacement vehicle loaned to them by a garage or vehicle repairer as long as it is of the same specification (i.e. commercial or private) and the engine size is no greater than 500cc in excess of the engine size of the insured vehicle.

Insured Driver

Any persons described in the effective Certificate of Motor Insurance under Section 6 - Drivers, or Classes of Drivers, whose driving is covered.

We, our, us, insurer

We, our, us, insurer means Euro Insurances DAC whose head office and registered address is LeasePlan House, Central Park, Leopardstown Dublin 18, and is regulated by the Central Bank of Ireland.

You, your

You, your, means the person named as the insured on the Schedule and/or as the policyholder on the Certificate of Insurance, i.e. the person in whose name and address the policy of insurance has been issued.

Market Value

Market value means the replacement value, at the time of an accident or loss, of an Insured Vehicle with the same make, model, age, mileage, condition and history. We may determine the market value by consulting with a vehicle assessor or engineer, referring to guides of vehicle values or any other relevant sources. We will not pay VAT or excise tax.

Material Fact

Material fact means a fact or information that an insurer would regard as likely to affect acceptance or assessment of the risk.

Period of Insurance

Period of insurance means the length of time covered by this Contract of Insurance, as shown on the current Schedule and Certificate of Motor Insurance.

Private Vehicle

Private vehicle means any passenger car specifically designed and constructed for carrying people by road and containing no more than 7 permanently fitted passenger seats.

Proposal Form/Statement of Fact

Proposal Form/Statement of Fact means any document filled in by you or completed on your behalf and all other information you gave and declarations made at the time the insurance was arranged, upon which we have relied when agreeing to offer this Contract of Insurance.

Schedule

Schedule means the document titled Schedule that forms part of the Contract of Insurance and confirms your name and address, the premium, the Insured Vehicle(s) and the cover which applies.

Sum Insured

Sum insured means the amount you have declared the value of the Insured Vehicle(s) to be.

Section 1 - Liability to others: third party cover

1.1 Liability cover

We will indemnify you against liability at law for damages and claimant's costs in respect of death or bodily injury to any person or damage to any property resulting from an accident that is caused by or in connection with the Insured Vehicle. We will also indemnify:

1.1.1 any person you allow to use the Insured Vehicle provided the current Certificate of Motor Insurance says they can and they are not excluded from driving by an Endorsement shown in the Schedule;

1.1.2 at your request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the Insured Vehicle;

1.1.3 the owner of the Insured Vehicle as though they were you;

1.1.4 following the death of anyone insured under this insurance, that person's legal representative for any liability incurred by that person as a consequence of using an Insured Vehicle.

1.2 Liability costs and expenses

If we agree in writing first, we may indemnify you for the following legal fees, if they arise from a claim caused by an accident that is covered under this Contract of Insurance:

1.2.1 Fatal enquiry expenses

solicitors' reasonable fees for representing anyone we insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest;

1.2.2 Manslaughter defence expenses

reasonable legal expenses in respect of any proceedings taken against a person insured under this insurance for manslaughter or causing death by dangerous driving.

We may, at any time, stop paying the legal costs under 1.2.1 or 1.2.2 above;

1.3 Liability limitations and exclusions

We will not be liable (except as far as is necessary to meet the requirements of the Road Traffic Acts) for:

1.3.1 loss or damage to the Insured Vehicle, trailer attached to the Insured Vehicle or a vehicle being towed by the Insured Vehicle;

1.3.2 any amount above €2,500,000 in respect of any one event giving rise to damage to property arising out of or in connection with the use of any insured Commercial Vehicle of which a Certificate of Motor Insurance has been issued;

1.3.3 any amount above €30,000,000 in respect of any one event giving rise to damage to property arising out of or in connection with the use of any insured Private Car of which a Certificate of Motor Insurance has been issued;

1.3.4 property or goods belonging to (or in the care of) you or your passengers or being carried in or on any trailer or vehicle being towed;

1.3.5 death or injury to the person driving or in charge of the Insured Vehicle or to any person being carried in or, getting into or out of, or getting onto or off, a trailer or vehicle being towed;

1.3.6 loss or damage to any weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the Insured Vehicle or its load;

1.3.7 loss, damage or liability caused by pollution or contamination as a result of any load seeping from the Insured Vehicle or any load spilling from, or shifting in, the Insured Vehicle;

1.3.8 legal liability when you are towing the trailer or broken-down vehicle for hire and reward;

1.3.9 liability for death, injury or damage when the Insured Vehicle 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 Insured Vehicle;

1.3.10 liability for death, injury or damage resulting from using the Insured Vehicle, or of machinery attached to it, as a tool of trade;

1.3.11 liability for death or injury to any employee of the person insured arising during the course of their employment;

1.3.12 any claim resulting from carrying, preparing, selling or supplying of any goods, food or drink from the Insured Vehicle;

1.3.13 in respect of the death of or bodily injury to any person (including any passenger) sustained while in or on any trailer, semi trailer or caravan, covered by this Policy, whether coupled to the Insured Vehicle or otherwise;

1.3.14 in respect of the death of or bodily injury to any person or damage to property directly or indirectly caused by or arising from:

- i) Wrongful delivery or specification of the load of the Insured Vehicle
- ii) Seepage contamination or pollution of any kind by the Insured Vehicle or its load
- iii) Any defect in the load of the Insured Vehicle or its packaging
- iv) Application of chemicals or chemical fertilizers to land or vegetation
- v) Treatment commodities or services provide or supplied at or from the Insured Vehicle;

1.3.15 legal liability if your current Certificate of Motor Insurance does not cover the person using the Insured Vehicle or, if the person using the Insured Vehicle is excluded from driving or holding a valid licence, or using the Insured Vehicle as a result of the general exclusions, general conditions or any Endorsements;

1.3.16 any costs which have not first been agreed in writing by us or arising from a claim caused by an accident which is not covered under this Contract of Insurance;

1.3.17 any costs where we have chosen to stop payments or arising from a claim which is not covered as a result of the general exclusions, general conditions and any Endorsements;

Section 2 – Fire and Theft

2.1 Loss or damage cover

We will cover you (or if you are not the registered owner of the vehicle, the registered owner of the vehicle) for loss or damage to the Insured Vehicle caused by:

2.1.1 fire, lightning or explosion

2.1.2 theft or attempted theft

2.2 Loss or damage limitations and exclusions

We will not be liable for:

2.2.1 any loss or damage to a vehicle which is not the Insured Vehicle and any loss or damage if you do not have cover under this section;

2.2.2 wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages;

2.2.3 compensation for you not being able to use the Insured Vehicle, any delay where we have to get new parts or accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason;

2.2.4 any other indirect loss;

2.2.5 any extra parts or accessories beyond the amount you have insured the Insured Vehicle for;

2.2.6 loss or damage if you have not taken reasonable care to protect the Insured Vehicle, or if it has been left unlocked or with the keys in it or attached to it;

2.2.7 loss or damage from repossessing the Insured Vehicle and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the Insured Vehicle or someone taking it by fraud, trickery or deception;

2.2.8 loss or damage arising from the Insured Vehicle being taken or driven by a person who is not an Insured Driver but is a member of the policyholder's family or household, or being taken or driven by an employee or ex-employee;

2.2.9 loss or damage resulting from using the Insured Vehicle or of machinery attached to it, as a tool of trade;

2.2.10 loss or damage caused deliberately by you or any person driving the Insured Vehicle with your permission

2.2.11 malicious damage;

2.2.12 any additional damage resulting from the Insured Vehicle being moved by you after a fire or theft;

2.2.13 any storage charges unless you tell us about them and we agree in writing to pay for them;

2.2.14 tools of trade, personal belongings, documents or goods;

2.2.15 fitted entertainment equipment other than standard as manufactured;

2.2.16 keys, remote control or security devices (whether lost or stolen) other than covered under Section 5;

2.2.17 tapes, cassettes, compact and mini discs; any audio visual, navigation and communication equipment or devices, unless fitted as standard by the vehicle manufacturer;

2.2.18 VAT if you are registered;

2.2.19 the amount of excess of every claim which is shown on your Schedule;

2.2.20 any amount in excess of the following for towing as a result of an accident

• vehicles with a Gross Vehicle Weight	<3.5 ton	€200
• vehicles with a Gross Vehicle Weight	>3.5 ton <7.5 ton	€500
• vehicles with a Gross Vehicle Weight	>7.5 ton	€750

2.2.21 any reduction in the Market Value of the Insured Vehicle as a result of repairs to the Insured Vehicle.

Section 3 – Accidental Damage

3.1 Loss or damage cover

We will cover you (or if you are not the registered owner of the vehicle, the registered owner of the vehicle) for loss or damage to the Insured Vehicle caused by:

3.1.1 accidental damage, including malicious damage.

3.2 Loss or damage limitations and exclusions

We will not be liable for:

3.2.1 any loss or damage that is referred to under Section 2.2 above, except for 2.2.11 malicious damage;

3.2.2 damage to tyres caused by wear and tear, braking, punctures, cuts or bursts;

3.2.3 damage caused by frost, unless you have taken reasonable care to stop damage happening and have followed the manufacturer's instructions to avoid liquid freezing in your vehicle;

3.2.4 loss or damage as a result of incorrectly fuelling the Insured Vehicle or from the use of substandard or contaminated fuel, lubricant or parts.

Section 4 – Windscreen and Windows

4.1 Damage cover

We will pay for the damage to the Insured Vehicle's windscreen and/or windows, including any scratching of the bodywork resulting from and directly caused by:

4.1.1 accidental breakage

4.2 Damage limitations and exclusions

We will not be liable for:

4.2.1 any loss or damage unless you have cover under this section, as shown on your Schedule;

4.2.2 damage to sunroofs, roof panels, lights or reflectors, even if they are made of glass;

4.2.3 any additional costs for work to be undertaken outside normal hours, unless the windscreen is shattered or the driver's vision or the security of the Insured Vehicle is affected;

4.2.4 VAT if you are registered

4.2.5 any costs in excess of €250 in respect of any one claim where the windscreen or windows are repaired or replaced by a non-approved windscreen agent;

4.2.6 any costs in excess of €400 in respect of any one claim where the windscreen or windows are repaired or replaced by our approved windscreen agent, AAA Mobile Windscreens, who can be contacted on LoCall 1890 77 99 55.

Section 5 – Replacement of Locks and Fire Brigade Charges

5.1 Damage cover

We will be liable for:

5.1.1 Replacement of locks

costs for the replacement and fitting of door and boot locks, steering and ignition locks and electronic locking mechanisms to the Insured Vehicle;

5.1.2 Fire Brigade charges

costs in respect of any insured event that have been levied by a fire authority in accordance with provision of the Fire Services Act 1981 and 2003.

5.2 Damage limitations and exclusions

We will not be liable for:

5.2.1 any claim arising where the keys or lock transmitter have been stolen by deception or fraud, or by a member of an Insured Driver's family;

5.2.2 any claim arising where the keys or lock transmitter have been stolen from anywhere other than your premises or an Insured Driver's house or any other building, boat or caravan where the Insured Driver is temporarily residing;

5.2.3 any claim arising where the keys or lock transmitter have been stolen from properties in 5.2.2 above without any entry to or exit from such properties using forcible or violent means;

5.2.4 any claim where the theft or the keys or lock transmitter has not been reported to An Garda Síochána or relevant police authority immediately upon discovery;

5.2.5 any claim in excess of €500 in respect of 5.1.1 above;

5.2.6 any claim in excess of €385 in respect of 5.1.2 above.

Section 6 – Foreign Travel Cover

6.1 Loss or damage cover

We will be liable for:

6.1.1 full cover in accordance with Section 1 – Liabilities to others: third party cover above whilst an Insured Vehicle is being used, or in transit by road, rail, inland waterway, sea, lift or elevator (including during the process of loading and unloading) in:

- any member state of the European Union;
- any other country for which the Commission of European Union is satisfied that the arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of Motor Vehicles (no.72/166/CEE).

6.1.2 Customs duty

the costs associated with the enforced payment of customs duty in the countries noted in 6.1.1 above, where liability arises directly from loss or damage covered by this policy;

6.1.3 Bail bond

the costs associated with the provision of a guarantee or monetary deposit due to the detention of an Insured Driver or a person driving the Insured Vehicle, with your permission, or the impounding of the Insured Vehicle as a direct result of an accident in Spain which is or may become subject of indemnity under this policy;

6.2 Damage limitations and exclusions

We will not be liable for:

6.2.1 any costs under 6.1.1 above that exceed the minimum indemnity necessary to comply with the laws relating to compulsory insurance of motor vehicles;

6.2.2 any costs that we would not have been liable to pay under 6.1.1 above, unless compelled to do so by local law. Where such payments have been made by us, you must repay all such amounts to us;

6.2.3 any costs under 6.1.2 above that exceed the Irish market value of the Insured Vehicle;

6.2.4 any costs under 6.1.3 above that exceed €1275. When the guarantee or deposit becomes recoverable, you or the Insured Driver must comply with all necessary formalities and provide us all necessary information and assistance to obtain the cancellation of the guarantee or return on the deposit. If the guarantee or deposit is, either in part or in full, forfeited for any reason, you must repay such amounts on demand.

Section 7 – Replacement Vehicle Cover

7.1 Cover of a Replacement Vehicle

We will indemnify you for the cover noted in your Schedule, in respect of a replacement vehicle temporarily provided to you by an approved garage or motor repair professional, whilst the Insured Vehicle is being maintained and/or repaired by said garage or motor repair professional, provided that the replacement vehicle:

- (i) is of the same type as the Insured Vehicle (i.e. commercial vehicle or private vehicle);
- (ii) has an engine size not greater than 500cc in excess of the engine size of the Insured Vehicle;
- (iii) has a market value that does not exceed €50,000;
- (iv) has not been provided to you for a period exceeding 7 days.

General Exclusions

This policy excludes and the insurer shall not be liable for;

GE1.1 any accident, injury, loss or damage that happens while the Insured Vehicle is being;

- Used for a purpose which it is not insured for;
- Driven or in the charge of anyone who is not described in the Certificate of Motor Insurance as a person entitled to drive or who is excluded from driving by any Endorsements or covered by another insurance;
- Driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
- Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of this Contract of Motor Insurance;
- Kept or used in an unsafe or unroadworthy condition. (You may be asked to provide details to show the Insured Vehicle was regularly maintained and kept in good condition);
- Kept or used without a current Department of Environment (DOE) Certificate or National Car Test (NCT) Certificate;
- Kept or used in any way that breaks any Security requirements imposed by an Endorsement;
- Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
- We shall not be liable for any accident, injury, damage, loss (including consequential loss) or any liability of whatsoever nature while the Insured Vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:
 - (i) The take off or landing of aircraft and for the movement of aircraft on the surface
 - (ii) Aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

GE1.2 any liability that you have agreed to accept unless you would have had that liability anyway;

GE1.3 anyone who does not meet all the conditions of this Contract of Motor Insurance;

GE1.4 any use connected with the motor trade, unless this use is described in the Certificate of Motor Insurance (under Limitations as to Use);

GE1.5 hiring out the Insured Vehicle for reward;

GE1.6 racing of any description or being used in any contest, competition, demonstration, tuition, racing, pace-making, reliability trial, rally or speed trial (apart from treasure hunts);

GE1.7 Insured Vehicle being used on any form of race track or off-road activity; GE1.8 any accident, injury, loss or damage caused directly or indirectly by:

- (i) War invasion acts of foreign enemies hostilities or warlike operations (whether war declared or not) civil war mutiny civil commotion assuming the proportions of or amounting to popular rising military insurrection rebellion revolution military or usurped power or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts;
- (ii) Civil commotion;
- (iii) Confiscation or nationalisation or requisition or destruction of property by or an order of any government or public or local authority;

Or any action taken in controlling preventing, suppressing or in any way relating to any of the above;

If the company alleges that by reason of this exclusion any loss damage cost or expense of whatsoever nature is not covered by this insurance the burden of proving the contrary shall be upon you.

- (iv) Earthquake;
- (v) Ionising radiation or radioactive contamination from nuclear fuel, nuclear waste, or any risk from nuclear combustion or equipment;
- (vi) Pressure waves caused by aircraft and other flying objects;
- (vii) Carrying any dangerous substances or goods;

GE1.9 any liability, loss or damage caused by explosion, sparks or ashes from the Insured Vehicle, or from any trailer or machinery attached to, or detached from it;

GE1.10 any liability, loss or damage that happens outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (see Section 6 – Foreign Travel Cover);

GE1.11 any proceedings brought against you outside the Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands unless they result from using the Insured Vehicle in a country which we have agreed to extend this insurance to cover (see Section 6 - Foreign Travel Cover);

GE1.12 any liability, injury, loss or damage caused directly or indirectly by:

- Pollution;

- Contamination;

Unless the pollution or contamination is directly caused by one incident at a specific time and place during the Period of Insurance is:

- Sudden;
- Identifiable;
- Not deliberate; and
- Unexpected.

We will consider the pollution to have happened at the time the incident took place.

GE1.13 any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exclusion an "act of terrorism" means an act, including but not limited to the use of force or violence and/or threat thereof, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear. This Agreement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If we allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Agreement the burden of proving the contrary shall be upon you. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

GE1.14 any loss or damage under any section of this Policy (other than Section 1 Liability to others: third party cover) in respect of any claim arising where you or any other person entitled to be indemnified under this policy is convicted of or has a conviction pending for being under the influence of drink or drugs whilst driving.

GE1.15 any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.

General Conditions

The following conditions apply to the whole of this Contract of Insurance. They describe your responsibilities, general information and the procedures that apply in certain situations. This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this Contract of Insurance; and
- all the information you have given is correct and complete.

GC1.1 Keeping to the policy terms

Your premium is based on the information you gave us when your cover started and when you renew it. If your circumstances change, you must let us know immediately. If you are not sure whether you need to tell us about certain material facts, you should give us the facts anyway. You should keep a record of the Information you give in relation to this Contract of Insurance.

WARNING - if you did not or do not give full and accurate facts, this Contract of Insurance may be invalidated or cancelled, we may refuse to deal with any claim you might make and you may have difficulty in obtaining another insurance policy elsewhere.

GC1.2 Care of the vehicle

GC1.2.1 the Insured Vehicle must have a valid Department of the Environment (DoE) or National Car Test (NCT) certificate, if required by law;

GC1.2.2 you must take all reasonable precautions to avoid loss or damage to the Insured Vehicle, including but not limited to:

- Removal to a safe place following an accident;
- Safeguarding the keys to prevent them from being lost or stolen;
- When the Insured Vehicle is unattended for any time whatsoever;
 - o Removing keys from the ignition;
 - o Removing from display, any belongings in the Insured Vehicle;
 - o Closing all windows and sun roofs;
 - o Locking all doors;
 - o Activating alarms, immobilisers and tracking devices, where fitted;

- Keep the Insured Vehicle in a safe, efficient and roadworthy condition and follow all manufacturer's instructions regarding the maintenance and up keep of the Insured Vehicle;

- Not driving or using the Insured Vehicle in any way that could cause loss or damage, or where following an incident, moving or driving the Insured Vehicle may cause additional damage;

GC1.2.3 you must allow us to examine the Insured Vehicle at any reasonable time.

GC1.3 Cancellation

This policy may be cancelled:

GC1.3.1 by us, by sending to you 10 days' notice of cancellation by registered post to your last known address.

GC1.3.2 by you, by returning to us the Certificate of Motor Insurance and insurance disc(s) and the cancellation will only be effective from the date we receive these documents.

GC1.3.3 where you are a private individual or sole trader (including a partnership), you have a right to cancel this policy during a ("cooling off") period of 14 days from either the day of purchase of the Contract of Insurance or the day on which the policy documentation was received, whichever is later.

GC1.4 Cancellation credit

If the policy is cancelled under GC1.3 above, we will return to you a proportionate part of the premium in respect of the unexpired term of the policy subject to:

GC1.4.1 the premium having been paid;

GC1.4.2 no claim, or incident that may give rise to claim, occurring during the Period of Insurance;

GC1.4.3 an administration charge being deducted from the refund where the policy has been cancelled under GC1.3.2 and GC1.3.3 above.

CG1.5 Other insurance

If you claim for anything that is covered by another insurance policy, we will only pay any amount you cannot get back from the other insurance up to the limits of this Contract of Insurance.

CG1.6 Altering your insurance cover

You must tell us as soon as possible about any changes which affect your insurance. If you do not, your insurance may not cover you fully or at all. You should contact us for advice about changes. You may have to pay an extra premium or you may be entitled to a refund.

GC1.7 Instalment defaults

If the policy premium is being paid by instalments, any default in payment on the due date will result in the cancellation of the policy under GC1.3.1 above.

GC1.8 Arbitration

All differences arising out of this Contract of Insurance shall be referred to an Arbitrator, who will be appointed by the parties in accordance with statutory provisions, subject to:

GC1.8.1 any claim not being referred to arbitration within 12 months from the date of disclaimer of liability, at which point the claim shall be deemed as abandoned;

GC1.8.2 any award made by an arbitrator shall be a condition precedent to any right of action against us.

GC1.9 Motor Insurance Database

To comply with Statutory Instrument S.I. 651 of 2003 and European Communities (Fourth Motor Insurance Directive) Regulations 2003 you shall ensure that all vehicle and policy details are notified to us.

GC1.10 Laws relating to compulsory motor insurance

If any condition and/or Endorsement of this policy is, according to Part IV of the Road Traffic Act 1961, a prohibited condition, the right of any person to recover an amount under or by virtue of the provisions of Section 76 of said Act, shall not be affected.

GC1.11 Insurance Act 1936

All monies which may become due or payable by us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

GC1.12 Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

GC1.13 Severability and Variation

If any term of these Policy Terms and Conditions is or becomes or is found by a court or other competent authority to be illegal, invalid or unenforceable, in whole or in part, under any law, such term will be deemed not to form part of these Policy Terms and Conditions and the legality, validity and enforceability of the remainder of these terms of business will not be affected or impaired.

Duties in the event of a claim

Where appropriate, the definition of “we, our, us” indicated above will, in the following section, be deemed to include our appointed claims representative, Outsource Services Group Ltd (“OSG”), who is regulated by the Central Bank of Ireland in respect of insurance mediation business.

CL1 Accident

If you or an Insured Driver is involved in an accident, you/the Insured Driver should:

CL1.1 give your name, contact and insurance details to the other driver(s);

CL1.2 obtain the name, address, phone number, vehicle registration, insurance particulars and any other information you can from the other driver(s), passengers, witnesses and any attending Garda; CL1.3 note the exact location and any relevant road signs and markings;

CL1.4 report the incident to An Garda Síochána or relevant police authority within 24 hours, if there has been any injuries and you did not give your details at the scene;

CL1.5 never do anything to harm our interest, such as admitting liability or negotiating a settlement, without our written permission;

CL2 Theft

If the Insured Vehicle is stolen or there has been an attempted theft of the Insured Vehicle, you must: CL2.1 report the incident to An Garda Síochána or relevant police authority immediately and take note of the officer’s name, number, station and any crime reference number, if applicable; CL2.2 ensure the Insured Vehicle is safe and secure, if its whereabouts are known to you;

CL2.2 provide us with the Insured Vehicle’s keys, Vehicle Licensing Certificate and all other relevant documentation that we may require.

CL3 Claim notification

In the event of any accident, injury, loss or damage involving an Insured Vehicle, whether a claim is to be made or not and irrespective of blame, you must;

CL3.1 notify OSG on +353 1 2611 441 within 48 hours of any incident which may result in a claim under this insurance;

CL3.2 send us a fully completed claim form and all relevant documentation, including a copy of driver's license, within 7 days of any incident;

CL3.3 forward every claim form, writ, summons, legal process or other communication in connection with any such incident to us immediately upon receipt without responding to it;

CL3.4 advise us immediately of the time and place of any impending prosecution or inquest or fatal inquiry;

CL3.5 fully co-operate with us so that we are able to fully comply with all obligations pursuant to the provisions of the Personal Injuries Assessment Board Act 2003 (PIAB) and the Civil Liability and Courts Act 2004 including but not limited to the immediate furnishing of all notices and communications received from the PIAB;

CL4 Dealing with claims

We can:

CL4.1 take over, defend or settle any claims in your name or that of any other person insured by this Contract of Insurance;

CL4.2 deal with any claim in any way that we think is appropriate;

CL4.3 pay for and take any action in your name or that of any other person insured by this Contract of Insurance to get back any money we have paid under this Contract of Insurance;

CL4.4 ask for any information, help, assistance and co-operation we need from you or any other person insured by this Contract of Insurance.

CL5 Settling claims

CL5.1 we will pay the reasonable cost of protecting the Insured Vehicle and transporting it to the nearest suitable repairer or another safe place if you cannot drive it after an accident;

CL5.2 we will not pay the cost of any transport outside of the Republic of Ireland unless we agree to do so first;

CL5.3 we may move the Insured Vehicle to a repairer of our choice, if we consider that an estimate for repair is unreasonable;

CL5.4 we may arrange a suitable place to store the Insured Vehicle while it is waiting to be repaired or otherwise dealt with.

CL5.5 you must obtain our permission before ordering any new part or accessory, or before paying for any transport outside of the Republic of Ireland;

CL5.6 you must not remove the Insured Vehicle if this could cause further damage to be taken.

CL5.7 in the event of a theft claim, 28 days must pass from the date of theft before settlement can be issued (where the vehicle is not found & recovered);

CL6 Paying your claim

We may, at our discretion:

CL6.1 pay for the damage to be repaired;

CL6.2 give you an amount to replace the lost or damaged vehicle or item; CL6.3 replace the Insured Vehicle or item.

We will pay the lesser of:

CL6.4 the Market Value of the Insured Vehicle, less the applicable excess and the salvage value of the vehicle (as advised by our motor assessor – refer to CL7.2 below), with no additional payments for accessories or spare parts;

CL6.5 the Sum Insured, less the applicable excess and the salvage value of the vehicle (as advised by our motor assessor – refer to CL7.2 below);

CL6.6 the cost of repairing the Insured Vehicle, less the applicable excess;

CL6.7 the cost shown in the manufacturer's last list price and the reasonable cost of fitting, if any lost or damaged part or accessory is no longer payable.

We will not:

CL6.8 pay for the cost of any repair or replacement which leaves the Insured Vehicle in a better condition than it was before the loss or damage, unless you pay part of the cost.

CL7 Total loss (write off)

CL7.1 where a vehicle is a total loss, such as stolen and not recovered or damaged and deemed to be beyond economic repair, we will pay you the lesser of CL6.4 or CL6.5 above;

CL7.2 where the vehicle is written off or beyond economical repair, our motor assessor will put a value on the vehicle based on its condition before the accident (pre-accident value). This value will be offered to you in settlement less your policy excess (refer to your policy schedule), salvage and VAT if you are registered for same.

CL7.3 once you accept our offer and/or we have paid a claim, this contract of insurance in relation to the insured vehicle ends.

CL8 Financial interest

If the Insured Vehicle is part of a hire purchase or leasing agreement, or belongs to someone else, we will settle where necessary, any relevant claim with the legal owner.

CL9 Fraudulent, false or exaggerated claims

We are committed to identifying and acting against all types of fraud. We will not pay a claim;

CL9.1 which is in any part fraudulent, false or exaggerated;

CL9.2 if you or anyone acting for you, makes a claim in a fraudulent or false way;

CL9.3 if we are given any documents which are false or stolen. In such circumstances, we will

CL9.4 cancel your policy and not return any premium;

CL9.5 pursue prosecution against any person who is involved in fraudulent activity against us.

CL10 Right of recovery You must repay us:

CL10.1 the amount we paid, where the law of any country which this Contract of Insurance covers requires us to make payments which, but for said law, we would not have otherwise paid;

CL10.2 the amount we paid if any payments are made to you in error;

CL10.3 the amount we paid if any payments are made to you in respect of a claim that is subsequently found to be fraudulent, false or exaggerated.

CL10.4 If, following cancellation, we have refunded any premium on a policy that has a claim, we reserve the right to withhold that amount from any claim payment we may make.

CL11 Recoveries from third parties You must:

CL11.1 reimburse us any monies that you receive from any third party in respect of a claim under this policy, if we have already paid you for the claim;

CL11.2 reimburse us a proportional amount, relative to an agreed split on liability and our outlay, if you recover monies representing only a portion of the total loss incurred.

Complaints

If you are not satisfied with our service for any reason, please contact our office and our staff will be pleased to resolve your query.

Head of Legal Risk and Compliance
Euro Insurances DAC
Ground Floor
LeasePlan House
Central Park
Leopardstown
Dublin 18
Telephone: +353 (0)1 680 4100
Email: complaints@leaseplaninsurance.com

In the event that you are still not happy with the way your complaint has been handled, you may refer it to, where applicable:

Insurance Ireland
Insurance Centre
5 Harbourmaster Place
IFSC
Dublin1
DO1 E7E8
Telephone: +353 (0)1 676 1820
Email: feedback@insuranceireland.eu

Financial Services Ombudsman
Third Floor
Lincoln House
Lincoln Place
Dublin 2
DO2 VH29
Telephone: LoCall 1890 88 20 90 or +353 (0)1 662 0899
Email: enquiries@financialombudsman.ie

This complaints procedure does not affect any legal right of action you may have against us.

Data protection

All personal data provided to Euro Insurances DAC trading as LeasePlan Insurance is held and used in accordance with the standards required by Irish data protection law.

The information you provide will be held and used by Euro Insurances DAC trading as LeasePlan Insurance to:

- a) confirm your identity;
- b) process your application for insurance cover;
- c) manage the administration of your Policy (including underwriting, claims handling, processing of your insurance);
- d) undertake market research;
- e) conduct statistical analysis; and
- f) prevent and detect fraud.

Euro Insurances DAC trading as LeasePlan Insurance may need to collect sensitive data relating to you (such as medical or health records) in order to process your application and/or any claim made.

All information supplied by you will be treated confidentially by Euro Insurances DAC and will not be disclosed to any third parties except:

- a) to our agents, sub-contractors, service providers and re-insurers;
- b) to third parties involved in the assessment, administration or investigation of a claim;
- c) to LeasePlan Group companies;
- d) fraud prevention agencies and databases;
- e) where your consent has been received; and/or
- f) where permitted/required by law.

Euro Insurances DAC trading as LeasePlan Insurance may pass your information to other companies for processing on our behalf. Some of these companies may be based outside the EEA, but in all cases we will ensure that transfers of data are lawful and that your information is kept securely and only used for the purposes for which it was provided.

Euro Insurances DAC trading as LeasePlan Insurance may share and/or access information about claims (whether by customers or third parties) made under policies that we provide and penalty points on an insurance industry database including but not limited to the InsuranceLink Database

or any successor system including but not limited to the Integrated Insurance Data Service (herein “Insurance Link”).

Insurance companies share claims data:

- a) to ensure that more than one claim cannot be made for the same personal injury or property damage;
- b) to check that claims information matches what was provided when insurance cover was taken out; and
- c) when required, to act as a basis for investigating claims when our recorded information is incorrect or when we suspect that insurance fraud is being attempted.

The purpose of Insurance Link is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers.

For these same reasons we may also request information about you and your claims history and/or share information we hold about you and your claims history with private investigators. Such information may also be shared with An Garda Síochána or other State Bodies where the restriction of right of access to personal data does not apply under data protection legislation.

Under data protection legislation you have a right to know what information about you and your previous claims is held on Insurance Link.

If you wish to exercise this right you can do so by:

- accessing the website <http://info.insurancelink.ie> and completing the access request form. The completed form along with a cheque for €6.35 payable to Risk Intelligence Ireland should be sent to InsuranceLink, Verisk Insurance Solutions - Ireland, Long Boat Quay, 57/59 Sir Rogerson's Quay, Dublin 2.

We may record or monitor calls for regulatory, training and quality purposes.

You have a right to access the personal data relating to you that is held by us (including a right to have inaccuracies corrected). If you would like to make such a request, or if you have any enquiry about our data protection and privacy practices, please contact us at the details below. Please note that a fee of

€6.35 may be applied by us for a request for access to personal data.

Unless you have advised us otherwise, we may share information that you provide to other group companies so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

By providing us with your information and proceeding with this contract, you consent to all of your information being used, processed, disclosed, transferred and retained for the purposes of insurance administration (including underwriting, processing, claims handling and fraud prevention).



Please note that a copy of our full Data Protection and Privacy Policy is available upon written request from LeasePlan Insurance Ltd, Leaseplan House, Ground Floor, Central Park, Leopardstown, Dublin 18. A copy of our Privacy Statement can be found at <https://www.leaseplaninsurance.com/page/privacy-statement1>.