

Private Motor Policy

Whereas the Insured described in the Schedule hereto (hereinafter called "the Insured") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to **Chartis Insurance Ireland Limited** (hereinafter called "the Company") for the insurance hereinafter contained and has paid or agreed to pay the premium stated in the said Schedule as consideration for such insurance in respect of events occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands during the period of insurance stated in the said Schedule or during any period for which the Company may accept payment for the renewal of this Policy.

NOW THIS POLICY WITNESSETH

That subject to the Terms Exceptions and Conditions herein or endorsed or otherwise expressed hereon.

SECTION I - LOSS OR DAMAGE

The Company will indemnify the Insured against loss or damage (including damage by frost) to any vehicle referred to in the "Description of Vehicles" and/or its Manufacturers' Standard accessories and spare parts while thereon.

EXCEPTIONS

The Company shall not be liable for

- (1) loss of use, depreciation, wear and tear, mechanical or electrical breakdown, failures or breakages.
- (2) damage to tyres by application of brakes or by road punctures, cuts or bursts.
- (3) loss or damage arising during (unless it be proved by the Insured that the loss or damage was not occasioned thereby) or in consequence of Earthquake, Riot or Civil Commotion.
- (4) loss or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- (5) loss or damage where the driver has been convicted (or a prosecution is pending) under any Road Traffic Act legislation relating to the level, concentration, or quantity of alcohol or drugs in the body.

The Company may, at its own option, repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of such vehicle immediately prior to such loss or damage, not exceeding the Insured's estimate of value stated to the Company. If to the knowledge of the Company the vehicle is the subject of a hire purchase agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

In the event of any part or accessory of the vehicle referred to in the "Description of Vehicles" being obsolete or unobtainable from the Makers, the liability of the Company in respect of such part or accessory shall be limited to the cost of such part or accessory as set out in the Maker's last published price list together with the current labour charge for the fitting thereof.

If such vehicle is disabled by reason of such loss or damage, the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of any loss or damage insured under the Policy, not exceeding the reasonable cost of transport to the address of the Insured in Ireland as stated herein.

The Insured may authorise the repair of such vehicle necessitated by damage covered by this Policy provided that the estimated cost of such repairs does not exceed €400 and that the Company be furnished forthwith with a detailed estimate of the cost in such form as may be required.

SECTION II - LIABILITY TO THIRD PARTIES

The Company will indemnify the Insured against all sums which the Insured or his personal representative shall become liable to pay to any person (exclusive of the excepted persons as hereinafter defined) by way of damages or costs on account of injury to person or property caused by the use of any vehicle referred to in the "Description of Vehicles" and the Company will pay all costs and expenses incurred with its written consent.

The Company will pay the Solicitor's fee incurred with its written consent for representation at any Coroner's Inquest in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be subject to indemnity under this Section.

EXCEPTED PERSONS

- (a) Any person claiming in respect of injury to property sustained while such property was in or on any vehicle referred to in the "Description of Vehicles"
- (b) Any person claiming in respect of injury to property sustained while such property was owned by or was in the possession, custody or control of the Insured
- (c) Any person (other than the Insured) on whose behalf payment is claimed if such person is entitled to claim payment or indemnity under any other Policy

MANSLAUGHTER

In addition the Company will pay at the request of the Insured legal defence costs up to €1,500 for Manslaughter proceedings or Dangerous Driving Charges under sub-section (2)(a) of Section 53 of the Road Traffic Act 1961 where such proceedings relate to any event which may be the subject of payment under this Section.

The Company may at any time relieve itself of any further liability in respect of such legal service upon paying to the Insured the said amount less the expenses incurred hereunder by the Company to the date of payment.

EXCEPTIONS

The indemnity granted under this Sub-Section (Manslaughter) shall not apply

- (a) to any person who is under 21 or over 70 years of age at the time of the event
- (b) to the driver if arising out of the event which gave rise to the proceedings the driver has been convicted (or a prosecution is pending) under any Road Traffic Act legislation relating to the level, concentration or quantity of alcohol or drugs in the body.

INSURED DRIVING OTHER VEHICLES

In terms of and subject to the limitations of the indemnity which is granted by this Section in connection with any vehicle referred to in the "Description of Vehicles" the Company will indemnify the Insured in respect of any event while personally driving a Motor Car (or Motor Cycle) not belonging to him and not hired to him under a hire purchase agreement provided that the Company shall not be liable on account of injury to any person being conveyed by any such Motor Cycle otherwise than in a side-car attached hereto.

PERSONS DRIVING INSURED VEHICLE

In terms of and subject to the limitations of the indemnity which is granted by this Policy to the Insured, the Company will indemnify any driver referred to in the "Description of Drivers" who is driving any vehicle referred to in the "Description of Vehicles" provided that:-

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

SECTION III - INJURY TO INSURED

If the Insured shall sustain in direct connection with any vehicle referred to in the "Description of Vehicles" or while mounting or dismounting from or travelling in any private motor car not belonging to the Insured, any bodily injury caused by violent accidental external and visible means the Company will pay to the Insured or to his personal representative compensation herein specified provided such injury shall solely and independent of any cause (excepting medical or surgical treatment consequent upon such injury) within three calendar months of the accident result in

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|--|--------|
| (1) Death | €1,500 |
| (2) Total and irrecoverable loss of sight of both eyes..... | € 750 |
| (3) Total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand together with one foot | € 750 |
| (4) Total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of sight of one eye | € 375 |
| (5) Total and irrecoverable loss of sight of one eye | € 375 |
| (6) Total loss by physical severance at or above the wrist or ankle of one hand or one foot | € 375 |

Provided that-

- (a) the Company shall not be liable under this Section in respect of bodily injury consequent upon suicide (whether felonious or not) or attempts thereat
- (b) payment shall be made under one only of subsections (1) to (6) in respect of any one occurrence and the total liability of the Company shall not in the aggregate exceed the sum of One Thousand Five Hundred Euro during any one period of insurance. In the event of the Insured being the holder of any Policy or Policies with the Company in respect of any other motor vehicle or motor vehicles compensation shall be recoverable under one policy only.
- (c) the proviso under the heading "Description of Drivers" which applies to any vehicle referred to in the "Description of Vehicles" shall apply in like manner in connection with any private motor car not belonging to the Insured and not hired to him under a Hire Purchase Agreement.

SECTION IV - MEDICAL EXPENSES

If the Insured or his driver or any occupant of any vehicle referred to in the "Description of Vehicles" shall in direct connection with such vehicle sustain any bodily injury by violent accidental external and visible means the Company will pay to the Insured the medical expenses in connection with such injury up to the sum of €65 (to a maximum of 10 days) in respect of each person injured.

SECTION V - GREAT BRITAIN AND NORTHERN IRELAND USE

The insurance provided by this Policy is extended to apply in respect of any vehicle defined in the "Description of Vehicles" whilst in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

Nothing in this Policy or in any endorsement herein shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the Law of any territory in which this Policy operates relating to the insurance of the liability to Third Parties.

BUT the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provisions of such Law.

The Company will indemnify any person using a vehicle in respect of which indemnity is provided under this Policy against liability under the Road Traffic Acts or Laws to pay for emergency treatment of injuries caused by or arising out of the use of such vehicle in any territory to which any of such Acts or Laws applies.

A payment made for the emergency treatment of injuries shall not be deemed to be a claim under this Policy for the purposes of the No Claim Rebate Section.

SECTION VI - E.E.C. USE

This Policy is extended in respect of the use of any vehicle insured thereby to give the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any country which is a member of the European Economic Community and any other country in respect of which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the E.E.C. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

SECTION VII - NO CLAIM REBATE

In the event of no claim being made or arising under the Policy during the period of Insurance specified below immediately preceding the renewal of the Policy the renewal premium shall be reduced as follows:-

Period of Insurance	Reduction
The preceding year	10%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
The preceding five consecutive years	50%

Step-Back Clause

If a single claim arises during any Period of Insurance for which the premium has been reduced by 50%, 40% or 30% on the foregoing scale the following scale shall be applied from next renewal

50% discount at last renewal - 30% at next renewal
40% discount at last renewal - 20% at next renewal
30% discount at last renewal - 10% at next renewal

If two claims arise or are made during any Period of Insurance for which the premium has been reduced on the foregoing scale no reduction shall be applied at next renewal

If more than one motor vehicle is insured under this Policy the No Claim Rebate shall be applied as if a separate Policy had been issued in respect of each such vehicle.

SECTION VIII - GENERAL EXCEPTIONS OF THE POLICY

The Company shall not be liable

- (1) in respect of
 - (a) any liability (in excess of the common law or statutory liability applicable to the case) undertaken by the Insured by special contract
 - (b) any loss damage liability and/or injury arising out of any event occurring
 - (i) while any vehicle referred to in the "Description of Vehicles" is being driven by or for the purpose of being driven by him in the charge of any person other than a driver referred to in the "Description of Drivers"
 - (ii) while any vehicle referred to in the "Description of Vehicles" is being used otherwise than within the "Limitation as to Use" contained in this Policy
- (2) except so far as is necessary to meet the requirements of the Road Traffic Acts and notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature (regardless of any other cause or event contributing concurrently or in any other sequence to the loss) directly or indirectly caused by, resulting from or in connection with any of the following
 - (a) (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - (a) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

- (b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (b) (i) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or
- (ii) any act of terrorism (an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or other purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear) or
- (iii) any action taken in controlling, preventing, suppressing or in any way relating to b(i) and/or b(ii) above.
- (iv) if the Company alleges that by reason of exclusions b(i), b(ii) or b(iii) any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured and in the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- (c) loss of, alteration of or damage to or a reduction in the functionality availability or operation of a computer system, hardware, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse.
- (d) damage to any weightbridge or to any road or to anything in or below the surface of the road due to the weight of or vibration caused by any vehicle referred to in the "Description of Vehicles".

SECTION IX - CONDITIONS

1. This Policy and Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the Policy or Schedule shall bear such meaning wherever it may appear.
2. The Insured shall give notice in writing to the Head or any Branch Office of the Company as soon as practicable after the occurrence of any event in consequence of which the Company may become liable under this Policy, with full particulars thereof or where such event did not occur in the Insured's presence within 48 hours after the occurrence of such event first came to his knowledge, together with such particulars of such event as are in his knowledge or procurement. Every letter, claim, writ, summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.
3. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company, which shall be entitled if it so desires, to take over and conduct in the name of the Insured, the defence or settlement of any claim or to prosecute in the name of the Insured for its own benefit, any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
4. If at any time any claim arises under this Policy, there is any other existing Insurance covering the same loss damage or liability, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss damage costs and/or expenses.
Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) to the cover granted to Persons Driving Insured Vehicle.
5. The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any vehicle referred to in the "Description of Vehicles" and the Company shall have at all times free access to examine such vehicle.
6. All differences arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single Arbitrator to the decision of two Arbitrators, one to be appointed in writing by each of the parties or in case the Arbitrators do not agree, of an Umpire appointed in writing by the Arbitrators before entering upon the reference.
The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right of action against the Company.
If the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provision herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
7. The due observance and fulfilment of the terms, provisions and conditions of this Policy and/or of any Endorsement thereon in so far as they relate to anything to be done or complied with by the Insured and the trust of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payments under this Policy.
8. The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the law of any territory in which the Policy operates relating to the Insurance of liability to Third Parties and all expenses incurred by the Company in connection with any such payment.

9. The Company may cancel this Policy by sending seven day's notice by registered letter to the Insured at his last known address and in such event will return to the Insured the premium less the pro rata proportion thereof for the period the Policy has been in force.
10. The expression "public place" shall have the same meaning for the purposes of this Policy as it has for the purposes of Part VI of the Road Traffic Act 1961 and the expression "the Insured" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's personal representatives.
11. Any condition of this Policy and/or of any Endorsement thereon in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.
12. All monies which become or may become due and payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act, 1936 be payable and paid in the Republic of Ireland.

Examined



Consumer Lines Director

SIGNED on behalf of the Company



Managing Director

IN THIS POLICY

The expression "Endorsements" shall mean endorsements and supplementary endorsements referred to by number in the Schedule hereto.

The expression "Limitations as to use" shall mean those referred to in the effective Certificate of Insurance.

The expression "Claim" shall mean a claim or series of claims arising out of one cause.

ENDORSEMENTS

Operative endorsements are referred to by number in the Schedule.

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

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

Endorsement 01 : All Sections Excess:

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim in respect of which indemnity is provided by any Section of this Policy. The amount stated in the Schedule shall be in addition to any voluntary excess accepted by the Insured.

Endorsement 02 : Accidental Damage Fire & Theft Excess:

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim in respect of loss or damage to any vehicle referred to in the "Description of Vehicles". The amount stated in the Schedule shall be in addition to any voluntary excess accepted by the Insured.

Endorsement 03 : Fire & Theft Excess:

The Company shall not be liable to pay the first amount as stated in the Schedule of any claim caused by fire, self-ignition, lightning or explosion or by theft or attempt thereof. The amount stated in the Schedule shall be in addition to any voluntary excess accepted by the Insured.

Endorsement 04 : Third Party Only Cover:

It is agreed that Section I (Loss or Damage) Section III (Injury to Insured) and Section IV (Medical Expenses) of this Policy are inoperative.

Endorsement 05 : Third Party Fire & Theft Cover:

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

It is also agreed that Section III (Injury to Insured) and Section IV (Medical Expenses) of this Policy are inoperative.

Endorsement 06 : Comprehensive Cover:

It is agreed that All Sections of this Policy are operative.

Endorsement 07 : Named or Selected Person(s) Only Driving:

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section II (Liability to Third Parties) shall apply solely in respect of any person stated in the effective Certificate of Insurance.

Endorsement 08 : Excluding Named or Selected Person(s) Only Driving:

It is agreed that this Policy shall be inoperative whilst any vehicle insured hereunder is being driven by or is for the purpose of being driven by him/her in the charge of any person named in the effective Certificate of Insurance.

Endorsement 09 : Insured Only Driving:

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

Endorsement 10 : Insurance Suspended:

It is agreed that All Sections of this Policy are inoperative.

Endorsement 11 : Interest of Owner:

It is agreed that the Company will indemnify the person named in the Schedule against this endorsement number as owner against loss or damage insured by Section I (Loss or Damage) if such Section is operative and liability as defined in Section II (Liability to Third Parties) arising in connection with any vehicle referred to in the "Description of Vehicles" by reason of the negligence of the within named Insured or of any person driving with the Insured's consent. Provided that such person shall as though he were the Insured observe, fulfil and be subject to the terms and conditions of this Policy in so far as they can apply.

Endorsement 12 : Indemnity to Employer:

It is agreed that in terms of and subject to the limitations of and for the purposes of Section II (Liability to Third Parties) of this Policy the Company will indemnify the Insured's employer named in the Schedule against the endorsement number in the event of accident occurring whilst any vehicle in respect of which indemnity is granted by this Policy (other than a vehicle belonging to such Employer) is being used by the within-named Insured upon the business of such Employer. Provided that

- (i) such Employer is not entitled to indemnity under any other Policy
- (ii) such Employer shall as though he were the Insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy in so far as they can apply

It is further agreed that for the purposes of this Endorsement, the exceptions of death of or bodily injury to any person arising out of and in the course of the employment of such person shall not apply to any person in the service of the Employer who does not come within the scope of the Social Welfare (Occupational Injuries) Act 1966.

Endorsement 13 : Deletion of Sub-Section "Insured Driving Other Vehicles":

It is agreed that the sub-section headed "Insured Driving Other Vehicles" of Section II (Liability to Third Parties) of this Policy is inoperative.

Endorsement 14 : Modification of Benefits:

It is agreed that the sub-section headed "Insured Driving Other Vehicles" of Section II (Liability to Third Parties) and Section III (Injury to Insured) of this Policy is inoperative.

It is also agreed that paragraph (a) of the "Description of Drivers" is inoperative.

Endorsement 15 : Passenger Negligence:

The Company will at the request of the Insured indemnify any person (hereinafter called "the passenger") being carried in or upon or mounting into or dismounting from any vehicle referred to in the "Description of Vehicles" PROVIDED THAT the passenger

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

But the Company will not indemnify the passenger in respect of liability for damage to property belonging to or held in trust by or in the custody or control of the Insured or by any occupant of the vehicle or being conveyed by such vehicle in respect of death of or bodily injury to

- (i) the Insured
- (ii) any person driving such vehicle or in charge of such vehicle for the purpose of driving or
- (iii) any person in the employment of the passenger where such death or bodily injury arises out of and in the course of such employment.

Endorsement 16 : Rugs Coats & Luggage:

It is agreed that in respect of loss or damage to rugs, coats and luggage while in or on any vehicle referred to in the "Description of Vehicles" by fire or theft (or attempt thereof) or by accidental means the Company will indemnify the Insured or at the request of the Insured such other person as may be the owner of the property so lost or damaged

Provided that

- (i) the total liability of the Company shall be limited to €150 in respect of any one occurrence
- (ii) compensation payable to any person other than the Insured shall be paid direct to such other person who shall as though he were the Insured observe, fulfil and be subject to the terms, exceptions and conditions of this Policy in so far as they can apply and whose receipt shall be a full discharge in respect of any liability hereunder
- (iii) the Company shall not be liable in respect of
 - (a) loss of or damage to goods or samples carried in connection with any trade or business
 - (b) loss or damage arising elsewhere than in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Endorsement 17 : Windscreen:

It is agreed that the Company will indemnify the Insured in respect of damage or destruction caused during the period of insurance if any glass in the windscreen or windows of the Insured Vehicle shall be broken from any cause not involving other damage to the Insured Vehicle except resultant scratching of surrounding bodywork.

Chartis Insurance Ireland Limited will at its own option repair or replace any damaged windscreen provided always that the Company's liability shall not exceed the amount stated in the schedule. It is a condition of this endorsement that all Windscreen losses shall be reported to us on the Chartis Windscreen Claims Line at 1850 200552. Any payment made under the provisions of this endorsement shall not be deemed to be a claim for the purposes of Section VII (No Claim Rebate) and any excess stated in the Schedule shall not apply in respect of any claim made under this extension in cover.

Endorsement 18 : Deletion of No Claim Rebate:

It is agreed that Section VII (No Claim Rebate) of this Policy is inoperative.

Endorsement 19 : Third Party Fire & Theft for Drivers under 25 years of age:

It is agreed that no liability shall attach to the Company under Section I (Loss or Damage) of this Policy for loss of or damage other than by fire, self-ignition, lightning or explosion or by theft or attempt thereof while the vehicle is being driven by or is for the purpose of being driven by him in the charge of any person under 25 years of age.

Endorsement 20 : Third Party Fire & Theft for Drivers holding a Provisional Licence:

It is agreed that no liability shall attach to the Company under Section I (Loss or Damage) of this Policy for loss of or damage other than by fire, self-ignition, lightning or explosion or by theft or attempt thereof while the vehicle is being driven by or is for the purpose of being driven by him in the charge of any person who holds a Provisional Licence.

Endorsement 21 : Detached Trailer Cover:

It is agreed that the Company will indemnify the Insured in respect of any trailer full particulars of which have been notified to and accepted by the Company whilst attached or detached in the terms of Section II (Liability to Third Parties) as though such trailer were a vehicle referred to in the "Description of Vehicles".

The terms of this endorsement shall not be deemed to grant indemnity in connection with any such vehicle and/or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

Endorsement 22 : Funeral Expenses:

It is agreed that a benefit of up to €3,500 is payable for Funeral Expenses in the event of the Accidental Death within 90 days from the date of accident of an Insured Driver or Passenger involved in a road traffic accident whilst driving or a passenger in any vehicle covered under this Policy

Exclusions

The Company will not be liable for death or hospitalisation directly or indirectly resulting from:

- (a) Suicide or attempted suicide or intentional self-inflicted injury
- (b) The Insured driver's blood/urine alcohol level being above the legal limit
- (c) The misuse of drugs
- (d) Sickness or disease not resulting from bodily injury or any gradually operating cause
- (e) The Insured vehicle being in an unroadworthy condition or being used to carry passengers for hire or reward

Conditions

1. The Company shall be entitled at its own expense, to have a post-mortem examination
2. The benefit will be paid to the Insured Persons Personal Representative whose receipt will discharge the Company
3. The benefit payable is limited to the cost of the funeral and burial only
4. The maximum amount the Company shall pay for any one accident is limited to €10,000
5. No sum payable under this Endorsement shall carry interest

Endorsement 23 : Extension of Territorial Limits:

The indemnity provided by this policy (in addition to Section VI (E.E.C. Use)) is extended to cover the use of any vehicle referred to in the "Description of Vehicles" for a period not exceeding 30 consecutive days in any country which is a member of the European Economic Community and any other country in respect of which the commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EEC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/EEC).

Endorsement 24 : Protected No Claim Rebate:

It is agreed that provided no more than a single claim (other than a windscreen claim as defined in Endorsement 17) arises during any three year consecutive Periods of Insurance your No Claim Rebate will not be reduced at the subsequent renewal of this Policy.

Endorsement 27: Injury to Driver:

Benefits

1. **Fatal Accident Benefit**
In the event of the death of the Insured Person, the Company will pay their personal representatives the sum of €13,000.
2. **Hospitalisation Benefit**
If the Insured Person is admitted to a Hospital following an accident occurring during the Period of Insurance, the Company will pay the Insured Person or, in the event of death, their personal representatives, the sum of €90 per week for as long as the Insured Person remains in Hospital up to 10 weeks in all in respect of any one accident.
If during any Period of Insurance, the Insured Person suffers accidental bodily injury, solely and independently of any other cause, resulting within 3 months of the date of the accident in death or hospitalisation the Company will pay the appropriate benefit.

Definitions

Hospital means an institution which has facilities for diagnosis, treatment and major surgery and has accommodation for resident patients. It does not include a long-term nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence or rehabilitation.

Bodily injury means bodily injury caused by outward, violent, visible and external means.

Insured Person means any Person driving whose driving is covered by the effective Certificate of Insurance.

Day means a period of 24 consecutive hours.

Exclusions

The Company will not be liable for death or hospitalisation directly or indirectly resulting from:

- a) Suicide or attempted suicide or intentional self-inflicted injury
- b) The Insured being under the influence of alcohol or drugs (unless such drug has been prescribed by a registered medical practitioner but not for the treatment of drug addiction)
- c) Mental or nervous disorders
- d) Sickness or disease not resulting from bodily injury or any gradually operating cause

Conditions

1. The Company shall be entitled at its own expense, to have a post-mortem Examination
2. Benefit will be paid to the Insured Person or to their Personal Representative whose receipt will discharge the Company
3. No sum payable under this Endorsement shall carry interest

Endorsement 35: Automatic RTA Cover for Private Cars – Detached Trailers

Subject to the terms, limitations, exceptions and conditions of the Policy and Certificate of Insurance this Policy covers the Road Traffic Act liability of any person insured by this policy in respect of any detached single axle trailer up to half tonne unladen weight.

But excluding caravans, mobile homes, trailer tents, boat trailers, and any trailer which incorporates machinery or other equipment.

In all other cases cover is provided only when trailers are specified, with the agreement of the Company and subject to the appropriate additional premium.

Endorsement 41: Temporary Replacement Vehicle

If the Insured Vehicle is out of use as a result of a claim for loss or damage Insured under this Policy the Company will indemnify the Insured in respect of any hiring charges incurred in obtaining a temporary replacement car from our recognised list of current Approved Repairers.

The temporary replacement car supplied by the Approved Repairer will be automatically insured for the duration of the hiring subject otherwise to the terms, conditions and exceptions of this Policy.

The indemnity under this endorsement is limited to €200 in respect of any one occurrence and shall not apply where the only damage sustained is breakage of glass in the windscreen or windows of the Insured Vehicle.

LIMITATIONS AS TO USE

1. Use for social domestic and pleasure purposes and by the Insured in person in connection with his business or profession and use necessitated by the overhaul upkeep and/or repair of the vehicle for the Insured
EXCLUDING
 - (a) Use for hire or reward, racing, pacemaking, speed testing, reliability trial, commercial travelling or the carriage of goods or samples in connection with any trade or business
 - (b) Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
2. Use for social domestic and pleasure purposes and for the Insured's business and use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
EXCLUDING
 - (a) Use for hire or reward, racing, pacemaking, speed testing, reliability trial or commercial travelling
 - (b) Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
3. Use for social domestic and pleasure purposes and for the Insured's business and use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
EXCLUDING
 - (a) Use for hire or reward, racing, pacemaking, speed testing or reliability trial
 - (b) Use for the carriage of passengers for hire or reward
 - (c) Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
4. Use for social domestic and pleasure purposes and use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
EXCLUDING
 - (a) Use for hire or reward, racing, pacemaking, speed testing, reliability trial, commercial travelling or the carriage of goods or samples in connection with any trade or business
 - (b) Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

DESCRIPTION OF VEHICLES

Any motor vehicle registered in the Insured's name and owned by him or hired to him under a hire purchase agreement.

Provided that in respect of any such motor vehicle

- (i) Details have been notified to and accepted by the Company
- (ii) A Road Traffic Act Certificate of Insurance specifying the Index Mark and Registration Number issued by the Company and delivered to the Insured remains valid (unless such Certificate is not required by Law)
- (iii) The Insured has paid or agreed to pay the premium

DESCRIPTION OF DRIVERS

- (a) The Insured
- (b) Any Person in the Motor Trade who is driving with the Insured's consent the vehicle which is identified in the overhaul, upkeep and/or repair of the vehicle for the Insured
- (c) Any Person(s) stated in paragraph 6 of the Certificate of Insurance

COMPLAINTS PROCEDURE

If You have any complaint about this contract You should contact Us.

If the complaint is not resolved to your satisfaction You may contact:

The Manager
Personal Lines Department
Chartis Insurance Ireland Limited
Chartis House
Merrion Road
Dublin 4
E-Mail: personallinesireland@chartisinsurance.com

If, after such contact, You remain dissatisfied, You should write to:

The Customer Complaints Officer
Chartis Insurance Ireland Limited
Chartis House
Merrion Road
Dublin 4
E-Mail: irelandcustomercomplaints@chartisinsurance.com

If the complaint is still not resolved to your satisfaction, personal policyholders may contact:

The Financial Services Ombudsman's Bureau
3rd. Floor
Lincoln House
Lincoln Place
Dublin 2

Lo Call: 1890- 882090. Phone: 01-4773112. Fax: 01- 4773333
E-Mail: enquiries@financialombudsman.ie

and/or

The Irish Insurance Federation
Insurance House
39 Molesworth St.
Dublin 2

Phone: 01- 6761820. Fax: 01- 6761943
E-Mail: iis@iif.ie

Your right to take legal action is not affected by following any of the above procedures.

CHOICE OF LAW

Both You and your Insurer are entitled to choose the law applicable to the Insurance contract. The Insurer proposes Irish Law, and in the absence of any agreement to the contrary, Irish law will apply

