

## **Motor Insurance Policy**



Thank you for choosing Octane Underwriting for your Motor Insurance.

Octane Underwriting is a trading name of Prestige Underwriting Services (Ireland) Limited, which is regulated by the Central Bank of Ireland, Register Number C8641.

Your policy has been arranged with Zenith Insurance PLC (Zenith) who are regulated by the Gibraltar Financial Services Commission and subject to regulation by the Central Bank of Ireland in respect of underwriting insurance business in the Republic of Ireland (Register Number C34346). Zenith Insurance PLC is an insurance company operating in Ireland on a freedom of service basis.

This policy has been underwritten by Octane Underwriting on behalf of Zenith.

### **24 HOUR ACCIDENT REPORTING LINE**

**1890 882525**

You can call our Claim Line, anytime day or night. We are on duty 24 hours a day, 365 days a year, to give help and advice and progress your claim as fast as possible. We will be able to arrange recovery of your vehicle and validate your claim to allow repairs to commence immediately via our Repairer Network.

## **General definitions and interpretation**

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face.

### **Articulated Vehicle**

A goods carrying vehicle made up of a power unit and one semi-trailer.

### **Certificate of motor insurance**

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance

### **Commercial Vehicle**

A vehicle which is manufactured and used for the carriage of goods.

### **Endorsement**

An amendment to the terms of this insurance.

### **Excess**

Excess means **your** contribution towards the payment of any claim in respect of each **insured vehicle**.

### **Hazardous goods**

Hazardous goods means explosives, chemicals, chemical by-products, acids or any other goods of a generally dangerous or hazardous nature.

### **Insured/you/your**

The person(s) or entity named in the **schedule** as the **insured**. In addition, any other named person and any person permitted by the current **certificate of motor insurance** to drive or use the **vehicle**.

### **Insured section**

Insured section means a section of this **policy** that forms part of the insurance contract but only if made effective by the "Cover" stated in the **policy schedule**.

### **Insured vehicle**

Insured **vehicle** means any car, motor cycle or commercial vehicle (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and current **certificate of motor insurance**.

### **Insurer/we/us**

Zenith Insurance PLC

### **Market value**

Market value means the replacement value of the same make and model of **vehicle** of a similar age and condition and history as determined by reference to vehicle value publications. In the case of a Motor Trade policy, market value means Trade Market Value.

### **Minibus**

Any motor vehicle constructed or adopted to carry more than 8 but not more than 16 passengers in addition to the driver.

### **Period of insurance**

Period of insurance means the length of time covered by this insurance as shown on the **schedule**

## **Policy**

Policy means this document, the **schedule** and any **endorsements** attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## **Private Car**

A private passenger vehicle with a maximum passenger carrying capacity of 9 persons including the driver, owned by and registered to a private individual, and covered under this **policy** as a family or domestic car and not as a commercial or business vehicle, or under a Motor Trade policy.

## **Private Hire**

A car licensed by the local authority to be used for private hire for the carrying of passengers for hire or reward.

## **Public Hire**

A car licensed by the local authority to be used under a taxi or hackney carriage licence for the carriage of passengers for hire or reward.

## **Property**

Property means any tangible property other than the insured vehicle(s), including animals.

## **Proposal**

Proposal means an application to purchase motor insurance and the provision of any information relevant to such application supplied by or on behalf of the **insured**, in written form, prior to inception or renewal of the **policy**. Such information is deemed to include the completed proposal form or Statement of Fact and medical questionnaire, if applicable, and other relevant information that the **insurer** may require when considering the application or renewal thereof.

## **Road**

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the **territorial limits** defined in this **policy**.

## **Road Traffic Acts**

Road Traffic Acts means all acts, laws or Regulations which govern the driving or use of any motor vehicle in The Republic of Ireland.

## **Schedule**

The document which gives details of the **insured**, **period of insurance**, **endorsements** applicable, **excess(es)** and the cover provided by this insurance.

## **Special Type**

Any motor vehicle constructed to operate primarily as a tool and not designed for the carriage of goods or passengers.

## **Taxi cab**

A purpose built vehicle having a separate compartment for the driver and passengers and not licensed to carry more than 7 passengers.

## **Territorial limits**

Territorial limits means The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands including transit by sea, air or land within and between these places.

**Trailer**

A trailer, semi-trailer or container used for goods carrying and constructed to be towed by a motor vehicle.

**Vehicle**

The car(s), motor cycle(s) or commercial vehicle(s) described in the **schedule** and current **certificate of motor insurance**.

**THE CONTRACT OF INSURANCE**

This is a contract between **you** and **us**. Please read this document, **your certificate of motor insurance** and **schedule** very carefully. If they are incorrect in any way, please tell **us** immediately.

**We** will insure **you**, provided that **you** pay the premium and subject to the terms, conditions, provisions and exceptions of this insurance against loss, damage or legal liability which may occur during any **period of insurance**.

This contract is entered into on the basis that **you** have taken all reasonable care to answer all questions asked honestly, accurately and to the best of **your** knowledge and that any other information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance is also complete and has been given honestly and to the best of **your** knowledge and belief. The information that **you** have given to **us** is shown on **your** signed proposal form, or statement of fact or statement of insurance but will also include further information given either verbally or in writing by **you** or on **your** behalf at the time **you** applied for insurance. **You** must therefore ensure that all information given to **us** is accurate. Failure to do so may invalidate **your** insurance.


If there are any changes to the facts presented in arranging this insurance **you** must inform **us** immediately. Amendments to this contract must be made and agreed in writing.

Nobody other than **you** (the Insured) and **us** (Zenith Insurance PLC) has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless **we** have agreed differently, this **policy** is subject to Irish Law.

Any money paid under this policy will be paid in euro in Ireland. We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of Section 113 of the Finance Act 1990.

Signed for and on behalf of Zenith Insurance PLC  
Authorised Insurers, registered in Gibraltar No 84085.



David Murray, Managing Director, Octane Underwriting

The registered office of the Insurer is 846-848 Europort, Gibraltar

## **Reflection period**

Where the **insured** is a private individual or sole trader, then the **insured** has a right to cancel this **policy** during a period of fourteen days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later.

The **insured** must write to the broker or intermediary shown on the **schedule**. On receipt of the notice of cancellation, the **certificate of motor insurance**, and the windscreen disc **we** will, provided no claim has occurred, refund any premiums paid less a charge of €40 or the pro rata charge for the period on cover provided, whichever is the greater.

## **1. Sections which apply**

The cover provided is shown in the current **schedule** that determines which **insured sections** of this **policy** apply. Clauses 5 – 8 apply to all **insured sections**.

<u>Cover</u>	<u>Insured sections</u>
Comprehensive	All <b>insured sections</b> and clauses.
Third Party Fire and Theft	<b>Insured sections A, B</b> (but loss or damage solely in respect of Fire or Theft) and <b>C</b> .
Third Party Only	<b>Insured sections A</b> and <b>C</b> .
Fire and Theft Only	<b>Insured section B</b> (but loss or damage solely in respect of Fire or Theft).

## **2. Insured section A – Liability to others**

### **2.1 Liability cover**

- 2.1.1 **We** will insure **you** for all amounts which **you** may be legally liable to pay to any third party for damages and claimant's costs in respect of death or bodily injury to any person; and for damage to any **property** resulting from an accident involving the **insured vehicle**, including loading or unloading. **We** will also indemnify:
- 2.1.2 at **your** request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the **insured vehicle**;
- 2.1.3 the owner of the **insured vehicle** as though they were the **insured**;
- 2.1.4 following the death of anyone covered under this insurance, that person's legal representative for any liability incurred by that person.

### **2.2 Liability costs and expenses**

If **we** think it necessary **we** will pay:

#### **2.2.1 Defence expenses**

legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance;

## 2.2.2 **Fatal inquiry expenses**

solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident.

## 2.2.3 **Manslaughter defence expenses**

legal expenses in respect of any proceedings taken against a person covered under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

## 2.3 **Emergency medical treatment costs**

**We** will indemnify **you** for liability under the **Road Traffic Acts** or any other legislation applicable to motor insurance for emergency treatment fees arising out of an accident.

## 2.4 **Extensions to liability cover**

### 2.4.1 **Principals**

In the same terms in which **we** insure **you** under this section, **we** will extend cover to include any liability assumed by **you** in connection with the **insured vehicle** under any contract with a principal, provided that

- a) **we** shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- b) such Principal is not entitled to indemnity under any other Insurance; and
- c) **we** shall have the sole conduct of any claim arising under the terms of this Section.

### 2.4.2 **Third party contingent liability**

In the same way as **we** insure the **insured vehicle** under this section **we** will also insure **you** when, without **your** knowledge or consent, **your** employee is using a **vehicle** other than **your** vehicle for **your** business, but **we** will not insure **you** if there is any other insurance covering the same liability.

### 2.4.3 **Towing**

**We** will indemnify the **insured** for liability arising from an accident caused by the towing of a **trailer** or disabled mechanically propelled vehicle by the **insured vehicle** except that **we** shall not be liable:

- a) for damage to the **trailer** or disabled mechanically propelled vehicle being towed nor for any load carried in or on it;
- b) if the disabled mechanically propelled vehicle is being towed for hire or reward.

### 2.4.4 **Trailers**

**We** will indemnify the **insured** for liability arising from an accident involving a **trailer** owned by or in the custody or control of the **insured** when detached from the **insured vehicle** and out of use but remaining on the **insured's** premises or while temporarily detached from the **insured vehicle** during the course of a journey, provided that full details of such **trailer** have been given to and accepted by **us**.

## 2.5 **Liability limitations and exclusions**

### 2.5.1 **Cumulative limit of indemnity – property damage**

**We** shall not be liable to pay any amount more than:

- a) €2,000,000 in respect of any one accident or series of accidents arising out of one event for damage to **property** arising out of use of any **insured vehicle** not being a **Private Car**;
- b) €20,000,000 in respect of any one accident or series of accidents arising out of one event for damage to **property** arising out of use of any **Private Car**.

- 2.5.2 **Costs – property damage claims**  
The most we will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is €5,000,000.
- 2.5.3 **Fines, penalties**  
This insurance does not cover liability for fines, penalties, punitive or exemplary damages.
- 2.5.4 **Injury from employment**  
This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this **insured section A**, except in so far as may be required by the **Road Traffic Acts** or any applicable Irish or EU law or directive.
- 2.5.5 **Injury to the driver**  
This insurance does not cover liability for the death of or bodily injury to any person driving the **insured vehicle** or in charge of it for the purpose of driving it.
- 2.5.6 **Loading and unloading an insured vehicle**  
This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:  
a) bringing of the load to the **insured vehicle** for loading thereon; or  
b) taking away of the load from the **insured vehicle** after unloading.
- 2.5.7 **Property owned or in custody**  
This insurance does not cover liability for loss of or damage to:  
a) any premises belonging to or occupied by the **insured** or any other person entitled to or claiming indemnity under this **insured section A** or any fixtures and fittings therein;  
b) any other **property** owned by or in the custody or control of the **insured** or any other person entitled to or claiming indemnity under this **insured section A**;  
c) any **property** or load being conveyed by the **insured vehicle** or any **trailer** owned by or in the care of the **insured** or any other person entitled to or claiming indemnity under this **insured section A**;  
except in so far as may be required by the **Road Traffic Acts** but in any event not for any amount more than the minimum requirements thereunder.
- 2.5.8 **Unlicensed drivers**  
We will not be liable under this section of the policy if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

### **3. Insured section B – Loss or damage to the insured vehicle**

- 3.1 **Loss or damage cover**  
If the **insured vehicle** is lost, stolen or damaged by:
- 3.1.1 accidental damage including malicious damage but excluding malicious damage by anyone employed by the **insured**; or
- 3.1.2 fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or

3.1.3 theft or attempted theft excluding obtaining **property** by deception; or

3.1.4 frost;

then **we** will pay at **our** option:

- a) the reasonable cost of repairing any damage to the **insured vehicle** within its **market value**; or
- b) the **market value** if the **insured vehicle** is damaged beyond economical repair; or
- c) the cost of replacing the **insured vehicle**, or any part of it which has been lost or damaged, with one of a similar type and in similar condition; and
- d) the reasonable costs of protection and removal of the **insured vehicle** to the nearest suitable repairers if it is disabled as a result of the damage; and
- e) the reasonable cost of delivery to the **insured** in the Republic of Ireland after repair.

3.1.5 **We** will pay Fire Brigade Charges (in accordance with the Fire Services Act 1981) up to an amount of €1500 for any one incident in relation to:

- a) the cost of putting out a fire involving the **insured vehicle**; and
- b) the removal of the driver and/or passengers from the **insured vehicle** if such removal involves the use of cutting equipment..

## 3.2 Extensions to loss or damage cover for Private Cars

Solely in respect of **Private Cars**, **we** will pay the following benefits.

### 3.2.1 Lock replacement

If the **insured vehicle** is covered for comprehensive benefits, then in the event of the keys, lock transmitter or entry card being lost or stolen and provided that:

- a) it can be established that the identity or garaging address of the **Private Car** is known to any person who may have **your** keys or transmitter or entry card; and
- c) the loss has been reported to the Garda Síochána,

**we** will pay up to €500 (after deduction of any **excess**) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface.

### 3.2.2 Medical Expenses

**We** will pay up to €500 per person for any medical expenses necessarily and properly incurred if the driver and/ or passenger(s) are injured in an accident directly involving the **Private Car** covered.

### 3.2.3 Personal Accident Benefits

If the driver of the **Private Car** covered is accidentally injured in direct connection with an accident arising from the use of the **Private Car** or whilst travelling in, or getting into or out of it, then if within thirteen weeks of the accident the injury is the sole cause of

- death
- loss of any limb
- permanent loss of sight in one or both eyes

**we** will pay a benefit of €5,000 except that no payment will be made:

- to anyone over seventy at the date of the accident
- for any intentional self-injury, suicide or attempted suicide;
- for death or bodily injury while under the influence of drink or drugs;
- for any amount more than €5,000 in any one **period of insurance**.

The payment of any benefit will be made direct to the driver or to his/her legal representative.



### 3.2.4 **Personal Effects**

**We** will pay up to €100 for personal belongings in **your** car if they are lost or damaged by an accident, fire, theft or attempted theft.

**We** will not cover loss of or damage to; money, credit/charge cards, stamps, tickets, documents, cheques or share or bond certificates, or to; mobile telephones, office or business equipment, trade goods or samples;

### 3.2.5 **Private Car – new for old replacement vehicle**

Where the **Private Car** covered is stolen and not recovered or it is damaged in an accident or by fire, **we** will replace it with a new car of the same make, model and specification except that **we** will not be liable under this extension:

- a) if the **Private Car** covered is not within one year of first registration; and
- b) unless the cost of repairs covered by this **policy** will exceed sixty per cent of the manufacturers list price (including vehicle tax and VAT) at the time of purchase; and
- c) unless the **Private Car** is owned by and registered to the **insured**; and
- d) if you have not been the first and only registered keeper and owner, and
- e) if a suitable replacement car is not available in the Republic of Ireland, and
- f) if anyone else who has an interest in the **Private Car** does not agree, and
- g) unless the **Private Car** has covered less than 15,000 kms.

If a replacement **Private Car** of the same make, model and specification is not available, then the most **we** will pay is the **market value** of the **Private Car** at the time and date of the loss or damage.

### 3.2.6 **Private Car – broken glass**

If **you** have Comprehensive cover and **you** claim only for broken glass in **your** car windscreen or windows or scratched bodywork caused by the broken glass, this will not reduce **your** no claim bonus. This does not include damage to sunroofs. **We** will not pay more than the amount shown in the **schedule** and an **excess** will apply as shown in the **schedule**.

## 3.3 **Loss or damage limitations and exclusions**

### 3.3.1 **Cumulative limit of indemnity**

This **insured section B** does not cover any amount in excess of €2,000,000 in connection with any occurrence or series of occurrences arising out of any one event.

### 3.3.2 **Damage to tyres**

This **insured section B** does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the **insured vehicle**.

### 3.3.3 **Deception**

This **insured section B** does not cover any loss suffered through the obtaining of **property** by the offence of fraud by false representation.

### 3.3.4 **Diminution in value**

This **insured section B** does not cover any reduction in value following repair of the **insured vehicle**, or following theft.

### 3.3.5 **Excess**

This **insured section B** does not cover the first part of each claim (the **excess**) as shown under **endorsements** added to the **schedule**.

- 3.3.6 **Loss of use**  
This **insured section B** does not cover loss of use of the **insured vehicle**, or any other loss or damage other than expressly and specifically insured under **insured section B**.
- 3.3.7 **Mechanical or electrical breakdowns**  
This **insured section B** does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes
- 3.3.8 **Obsolete Spare Parts Clause**  
This **insured section B** does not cover any amount more than the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.
- 3.3.9 **Electronic, communications and sound reproducing equipment**  
This **insured section B** does not cover loss of or damage to electronic satellite navigation equipment (unless fitted by the manufacturer at first registration), tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, radar detection equipment, DVD players, telephones or other communications equipment.
- except that **we** will pay up to €500 if the vehicle is a **Private Car** and cover is Comprehensive, or
  - **we** will pay up to €250 if the vehicle is a **Private Car** and cover is Third Party Fire and Theft
- 3.3.10 **Security / immobiliser / keys**  
This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from theft or attempted theft if:
- a) the **insured vehicle** has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the **insured vehicle** is parked and unattended; and
  - b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture has not been maintained in working order at all times and has not been activated when the **insured vehicle** is parked and unattended; and
  - c) the keys or other device which unlocks the **insured vehicle** have been left in or on the **insured vehicle** or not removed to a safe and secure place.
- 3.3.11 **Trailers**  
This **insured section B** does not cover loss of or damage to any **trailer**, unless full details of such **trailer** have been given to and accepted by **us**. The **insured sections** applying to any such declared **trailer(s)** will be identical to its motive unit.
- 3.3.12 **Wear and tear**  
This **insured section B** does not cover wear and tear or depreciation or that part of the cost of repair which improves the **insured vehicle** beyond its condition at the time of the loss or damage.
- 3.3.13 **Deception**  
This **insured section B** does not cover loss resulting from deception, fraud or by use of counterfeit or irredeemable form of payment.
- 3.3.14 **Repossession**  
This **insured section B** does not cover loss resulting from repossession or restitution of **your** vehicle to its rightful owner.

- 3.3.15 **Broken glass**  
If **you** have Comprehensive cover and **you** claim for broken glass in **your** windscreen or windows **we** will not pay more than the sum insured shown in the **schedule** and an **excess** will apply as shown in the **schedule**. However, the excess will not be applied if the damage is repaired, instead of the glass being replaced.
- 3.3.16 **Unauthorised taking by employees of family members**  
This **insured section B** does not cover loss of or damage to the **insured vehicle** arising from the vehicle being taken by a person:
- a) who is not permitted to drive under the **certificate of motor insurance** or is excluded by **endorsement**; and
  - b) who is also **your** employee or a member of **your** family or household or in a close personal relationship with **you** or a member of **your** family or household.
- 3.3.17 **Misfuelling**  
This **insured section B** does not cover loss or damage caused by an inappropriate type or grade of fuel being used.
- 3.4 Other terms and conditions**
- 3.4.1 **Take reasonable precautions**  
**You** must take all reasonable precautions to maintain the **insured vehicle** and/or **trailer** in a roadworthy condition and protect it from damage and/or loss.
- 3.4.2 **Standard accessories or spare parts**  
For the purposes of this **insured section B** any standard accessory, spare part, component, or non standard part which has been agreed by **us** and which is fitted to the **insured vehicle** shall be treated as part of it.
- 3.4.3 **Replacement parts**  
**We** may at **our** option fit replacement parts which have not been made by the vehicle's manufacturer but which are of a similar standard.
- 3.4.4 **Hire purchase agreement**  
If to **our** knowledge, the **insured vehicle** is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the **insured vehicle** under this insured section B shall be made to the legal owner whose receipt shall be a full and final discharge of **our** liability in respect of such loss or damage.
- 3.4.5 **Having an NCT Certificate**  
There must be a valid National Car Test Certificate (NCT) in force for the **insured vehicle** if one is needed by law. In the absence of a valid National Car Test Certificate (NCT) all cover under this insured Section is cancelled and of no effect.

## **4. Insured section C – Foreign Use**

### **4.1 Foreign use – compulsory cover**

In accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while the **insured vehicle** is in

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.

## 4.2 Foreign use cover – Private Cars

4.2.1 The insurance is extended, for a period of 90 days to provide the same cover shown in **your policy schedule** in any of the countries described in Section 4.1 above

4.2.2 This will cover **your Private Car** while it is in and being transported between any countries to which the insurance applies. Cover in these countries is conditional on **your** main permanent residence being in the Republic of Ireland.

## 4.3 Foreign use cover – All other vehicles

There is no automatic full **schedule** cover. If before departure **you** notify **us**, obtain **our** agreement and pay any additional premium **we** require, **we** may extend this **policy** to provide the same cover shown in **your policy schedule** while the **insured vehicle** is in

- any country which is a member of the European Union; or
- any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives, or any country for which **we** agree to extend full **schedule** cover but limited to those countries covered by the International green card

## 5. Limitations and exclusions – all insured sections

**We** shall not be liable for:

### 5.1 Use and Driving

any loss or liability whilst the insured vehicle is

- 5.1.1 being used for any purpose not permitted by the **certificate of motor insurance**  
5.1.2 being driven by any person not permitted by the **certificate of motor insurance** or any **endorsement**

### 5.2 Aircraft and aircraft sites

any loss or liability caused by, attributable to, or arising from the presence of the **insured vehicle** in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

### 5.3 Aircraft travelling at supersonic speeds

loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 5.4 Carriage of hazardous goods

any liability, injury, loss or damage while the **insured vehicle** is being driven or used for the carriage of **hazardous goods**.

### 5.5 Confiscation or nationalisation

any consequence of confiscation or nationalisation or requisition destruction of or damage to **property** or of the **insured vehicle(s)** by order of any Government or Public or Local Authority.

### 5.6 Contractual liability

any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

### 5.7 Earthquake

any liability, injury, loss or damage caused by earthquake.

## **5.8 Nuclear hazards**

any loss or liability caused by, attributable to, or arising from;

- 5.8.1 ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or
- 5.8.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

## **5.9 Pollution**

5.9.1 any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to **property** directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the **period of insurance**.

5.9.2 all pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

5.9.3 this exception shall not apply in circumstances where it is necessary to meet the requirements of the **Road Traffic Acts** or any applicable Irish or EU law or directive.

## **5.10 Racing**

any accident, injury, loss or damage occurring while the **insured vehicle** is being used on the Nurburgring Nordschliefe or for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.

## **5.11 Riot or civil commotion**

any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.

## **5.12 Unlicensed use**

any liability, injury, loss or damage while the **insured vehicle** is being driven or used by anyone who:

- 5.12.1 does not hold a licence to drive the **insured vehicle**; or
- 5.12.2 has held but is currently disqualified from holding or obtaining such a licence; or
- 5.12.3 does not fully comply with the conditions of their driving licence; or
- 5.12.4 does not hold a Hackney Carriage or Private Hire licence where required.

## **5.13 Drink and drugs**

any liability, injury, loss, damage or consequential loss arising out of the **insured vehicle** being driven by any person who, we are satisfied, was at the time under the influence of any substance that would be considered an offence under the relevant law applicable to the driving of vehicles *except* as is required to meet the minimum requirements of such law.

## **5.14 Unsafe load**

any accident, injury, loss, damage or liability caused or incurred whilst:

- 5.14.1 the load in or on the **insured vehicle** is being conveyed in an unsafe manner;
- 5.14.2 the **insured vehicle** is conveying a load greater than that for which it was constructed or more than the maximum carrying capacity as advised to **us**.

## **5.15 Terrorism or war**

any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the **Road Traffic Acts**.

**5.16 Deliberate acts**

any loss, damage or liability caused deliberately by **you** or by any person who is driving the **insured vehicle** with **your** permission.

**5.17 Foreign Use**

any liability loss or damage that occurs outside of the **territorial limits** of this policy unless extended under the terms of **insured section C** of this policy.

**6. In the event of a claim or potential claim**

**6.1 Claim notification**

6.1.1 In the event of an accident or incident likely to give rise to a claim which is covered under the policy, **you** must as soon as possible telephone our **24 hour claims helpline on Lo Call 1890 882525 (this must be within 24 hours of the incident occurring)**. The correspondence address for claims is 4<sup>th</sup> Floor, The Lanyon Building, 10 North Derby Street, Belfast, Northern Ireland BT15 3HL.

6.1.2 **You** must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to **us** immediately upon receipt.

6.1.3 **You** must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.

6.1.4 The Garda Síochána shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.

**6.2 Claim Procedure**

6.2.1 **You** must give all information and assistance **we** or the Garda Síochána may require in connection with any claim.

6.2.2 No admission of liability or offer or promise of payment shall be made without **our** written consent.

6.2.3 **We** will handle, oversee and have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.

6.2.4 **We** will be permitted to take proceedings at **our** own cost to recover the amount of any payment made under this insurance in the name of the **insured** or other person to whom payment has been made.

6.2.5 If **we** ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy **you** must supply this documentation before **we** can proceed with the settlement.

## **7. General Terms and Conditions**

### **7.1 Termination or Cancellation of cover**

7.1.1 **You** may cancel this **policy** at any time by letter, returning the **certificate(s) of motor insurance**

7.1.2 **We** may cancel this **policy** by giving seven days notice by recorded delivery to **your** last known address. **You** will be entitled to a return of premium upon receipt of the **certificate(s) of motor insurance**.

7.1.3 Where the premium or any part of it was paid with the benefit of a finance agreement and there remains any sum outstanding to the provider of the finance at the date of cancellation of cover **we** may deduct from the sum otherwise payable the amount outstanding to the Finance Company which **we** will pay directly to them.

7.1.4 Provided this insurance is an annual contract, covering only a single vehicle, the premium will, upon cancellation, be refunded pro rata less the short period charge of one month's premium, which is retained by Octane Underwriting. No refund will be allowed if any claim has been made during the period for which insurance cover was provided.

7.1.5 If this insurance is a multi-vehicle **policy**, **you** will be entitled, upon cancellation, to a return of premium after application of **our** short period rates, although no return of premium will be allowed if the claims under the **policy** in the period of insurance have exceeded the entire premium fund. Otherwise, the premium for each vehicle covered will be refunded pro rata less the short period charge of one month's premium, except that no refund will be allowed in respect of any **insured vehicle** which has been the subject of a claim.

7.1.6 **Deletion of vehicle from fleet policy.**  
No refund will be allowed in respect of the deletion from cover of any **insured vehicle** which has been the subject of a claim.

### **7.2 Contribution**

If at the time of any claim there is any other insurance covering the same risk or any part of it **we** will not be liable for more than **our** rateable share.

### **7.3 Right of Recovery**

If under the laws of any country in which this insurance applies, **we** have to make payments which but for those laws would not be covered by this policy, **you** must repay the amounts to **us**.

**You** or the person who caused the accident must also repay **us** any money **we** have to pay because of any agreement **we** have with the Motor Insurers' Bureau of Ireland.

Any payment **we** have to make because **we** are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau of Ireland will be taken into account if the policy is cancelled or declared void.

### **7.4 Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this insurance all **policy** benefits will be forfeited and **we** will not be liable to pay any outstanding or future claims.

## 7.5 Instalment premiums

Where the premium was paid with the benefit of a finance agreement and there remains any sum outstanding **we** may deduct the amount outstanding to the Finance Company from any claims settlement due in respect of a loss under this **policy** and pay it directly to them.

Where **we** have agreed to the payment of premium(s) by instalments, if any instalment is not received by **us** by its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven days of **us** giving written notice of non payment this **policy** will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current **period of insurance**, **you** will be entitled to a pro-rata return of premium upon receipt the **certificate(s) of motor insurance**.

**We** may at **our** own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this **policy**.

## 7.6 Motor Insurance Database

**You** must ensure that all **vehicle** and **policy** details are notified to **us** on the effective date, for entry on the Motor Insurance Database of the Motor Insurance Information Centre of Ireland (MIICI), as required by law.

## 7.7 Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

**We** will only provide the cover described in this insurance policy if:

- 7.7.1 **you** have paid or agreed to pay the premium for the current period of insurance; and
- 7.7.2 **you** or any person claiming protection has kept to all of the terms and conditions of this **policy** (including those applied by Endorsement) as far as they can apply; and
- 7.7.3 in entering into this contract **you** have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of **your** knowledge.

**Your** premium is based on information **you** supplied at the start of the insurance, subsequent alteration or renewal. **You** must tell **us** immediately via **your** insurance intermediary of any change to that information. Some examples are any changes to the **insured vehicle** which improve its value, attractiveness to thieves, performance or handling, any change of vehicle, change of occupation (including part-time), change of address (including where vehicle is kept), change of drivers, if **you** or any drivers pass your driving test, sustain a motoring or non-motoring conviction or licence endorsement or fixed penalty endorsement or there is a change of main driver.

**Your** failure to take reasonable care to avoid misrepresentation in relation to the information provided could result in **your** policy being cancelled or **your** claim being rejected or not fully paid.

## 8. Complaints

**We** are committed to providing **you** with a high-quality service and **we** want to make sure that **we** maintain this at all times. If **you** feel that **we** have not provided a first-class service, or if **you** have any questions about **your** insurance, **in the first instance, please contact the broker or advisor who arranged cover for you.**



If **you** are not satisfied with the response, please write, quoting the policy number shown on **your schedule**, to:

The Managing Director, Octane Underwriting  
Ground Floor, Teach Chinn Aird  
Ashe Street, Cavan  
Co Cavan

Octane Underwriting will investigate **your** complaint and issue a full response. If **you** remain dissatisfied with the outcome or **we** are unable to resolve **your** complaint within 40 days, **you** have the right to refer **your** complaints to the Financial Services Ombudsman Bureau for investigation.

The Financial Services Ombudsman can be contacted at 3<sup>rd</sup> Floor, Lincoln house, Lincoln Place, Dublin 2. Telephone: (00353) 1662 0899 or Lo Call 1890 88 20 90. Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Referral to the Financial Services Ombudsman Bureau will not prejudice **your** right to take subsequent legal proceedings.

## **Data Protection and Sharing Information with other Data organisations**

### **Data Protection**

**We** and Octane Underwriting are governed by the Data Protection legislation applicable in both the Republic of Ireland and Gibraltar. Under this legislation **we** are required to tell **you** the following information. It explains how **we** may use **your** details and tells **you** about the systems **we** have in place that allow us to detect and prevent fraudulent applications and claims. The savings that **we** make help us to keep premiums and products competitive.

### **Insurance Administration**

Information **you** supply may be used for the purposes of insurance administration by the insurer and its agent, by re-insurers and **your** intermediary. In assessing any claims made, insurers may undertake checks against publicly available information such as electoral roll, county court judgments, bankruptcy or repossessions. Information may also be shared with other insurers either directly or via those acting for the insurer such as loss adjusters or investigators.

### **Motor Insurance Database**

**Your** policy details will be supplied to the Motor Insurance Information Centre of Ireland (MIICI). The information held by the MIICI may be used by certain statutory and/or authorised bodies including the Garda Síochána and other bodies permitted by law for purposes not limited to but including:

- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If **you** are involved in an accident (in the Republic of Ireland or abroad), insurers and/or the MIICI may search the MIICI records to obtain relevant information.

Any person (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MIICI records.

### **Fraud Prevention, Detection and Claims History**

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with the Garda Síochána, fraud prevention agencies and databases, and if **you** give us false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
  - Help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
  - Check **your** identity to prevent money laundering, unless **you** furnish us with other satisfactory proof of identity;

- Undertake credit searches and additional fraud searches (this may include requests for copy driving licences, utility bills and other documentation to establish the identity of any person applying for insurance).

**We** can supply on request further details of the databases **we** access or contribute to.

#### **Claims History**

Under the conditions of **your** policy **you** must tell us about any Insurance related incidents (such as fire, water damage, theft or an accident) whether or not they give rise to a claim. When **you** tell us about an incident **we** may pass information relating to it to databases. **We** may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of renewal to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

#### **Other Insurers**

**We** may pass information about **you** and this policy to other insurance companies with which **we** either reinsure our business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies may be located in countries outside the Republic of Ireland but within the European Economic Area ("EEA"). **We** may also share data with other group companies who may be located outside of the EEA.

#### **Sensitive Data**

In order to assess the terms of the insurance contract or administer claims which arise, **we** will need to collect data which the Data Protection Act defines as sensitive such as medical history or criminal convictions. **We** will not use this data except for the specific purpose for which **you** provide it and to provide the services described in **your** policy booklet.

**You** will be able to check the information held about **you** by writing to the Group Compliance Officer at Prestige Underwriting Services (Ireland) Limited trading as Octane Underwriting, Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland. If appropriate **you** can have it amended, deleted or, by paying the appropriate fee, obtain a copy of the information held.

#### **All correspondence should be addressed to:**

Octane Underwriting, Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co Cavan

Zenith Insurance Plc, 846-848, Europort, Gibraltar

Zenith Insurance Plc are regulated by the Gibraltar Financial Services Commission and subject to regulation by the Central Bank of Ireland in respect of underwriting insurance business in the Republic of Ireland (Register Number C34346).

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