# YOUR VINTAGE MOTOR 

 INSURANCE
## POLICY BOOKLET

(PRIVATE CAR AND COMMERCIAL VEHICLE TYPES)


## Helpful notes and contact details

| Claims service | To let us know about a claim, contact us on 0818181818. <br> Our dedicated claims service is available to help you 24 hours a day, 365 days a year. <br> Please ensure that you notify us of any accident or damage as soon as possible and prior to effecting any repairs. |
| :---: | :---: |
| Customer service | If you buy your policy from FBD Insurance, you can call us for customer support on 081818 1818. <br> You can also find information by visiting our website www.fbd.ie. <br> If you have arranged your policy through a broker, please contact your broker directly. |
| Breakdown assistance (for small vehicles up to and including a gross vehicle weight of 3500kg) | If your policy includes the Breakdown assistance service for small vehicles up to including a gross vehicle weight of 3500 kg , we will record this in your schedule. <br> Breakdown assistance is provided separately by MAPFRE ASSISTANCE Agency Ireland. To access this service, call $\mathbf{1 8 0 0} \mathbf{3 2 3} \mathbf{8 8 8}$. Or if calling from Northern Ireland or Great Britain, 0035391560622. |

FBD Insurance plc has over 50 years experience. We pride ourselves on understanding your needs and today we are one of Ireland's largest insurance companies. With FBD Insurance local offices throughout the country, as well as telephone and online service and support, quality customer service is never far away. So call, drop in or go online for a quotation today.

## Your vintage motor insurance policy contents

# ! The 'cover sections' and individual covers within each section of this policy booklet, will only apply to your policy if they are recorded in your schedule. If any cover is not recorded in your schedule, no cover will apply. 

## Your insurance policy

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## YOUR

## INSURANCE

 POLICY
## Introduction to your policy

## This policy booklet

At FBD Insurance, we are always striving to improve our products and give the highest standards of protection. We may update this policy booklet from time to time, to make various enhancements and to meet different laws and regulations.

The latest version of the policy booklet that we give to you, will be the version that applies to your insurance contract. If we makes changes to this policy booklet that effect you when renewing your insurance contract, we will provide you with the updated version alongside your renewal documents. In addition, a summary of any changes you need to be aware of will be provided under the "Changes to this policy Booklet" heading at the end of this document.

Always read the policy booklet for full terms and conditions.

## Duty of disclosure

You must ensure that all information you give us is true, accurate and complete. The questions and responses recorded in your: - proposal form or statement of fact,

- renewal applications, and
- any further communications with us,
will influence our acceptance of your insurance, your premium and the terms and conditions, which we apply.

If there is ever any change in the information, which you have provided or you are in any doubt about our questions and your responses, you must tell us.

## Failure to meet this duty

If you do not meet this duty carefully and honestly at all times, you may face:

- a sudden change in cover, premium or terms,
- an invalid or cancelled policy,
- no claim payment or reduced claim payment,
- difficulty buying insurance again,
- breaking the terms of any relevant loan.

Further information about your duty of disclosure is detailed under Condition 6 in the General conditions of this policy booklet. Please ensure you understand this condition and if you have any questions, contact us on 08181818 18. If you have arranged your policy through a broker please contact your broker directly.

## Operative clause

WHEREAS the Insured described in the Schedule hereto (hereinafter called "the Insured") has applied to FBD INSURANCE plea (hereinafter called "the Company") by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein for the insurance herein contained.

NOW THIS POLICY WITNESSETH that in consideration of the Insured having paid or agreed to pay the Company the premium stated in the said Schedule as consideration for such insurance.

The Company AGREES to insure in the manner and to the extent hereinafter provided in the respective Sections specified in the current Schedule and appendices thereto (which with the Sections and every appendix thereto shall be deemed to be incorporated in and form part of this policy) in respect of events occurring in the Territorial Limits during the period of insurance specified in the Schedule or any period for which the Company accepts the premium required for renewal of this policy.

NOW THIS POLICY WITNESSETH:- That subject to the Terms Exclusions and Conditions contained herein or endorsed or otherwise expressed herein.

SIGNED on behalf of FBD INSURANCE pIc


## Kate Robin

Chief Underwriting Officer

## Finance act 1990

The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 113 of the Finance Act 1990.

## Insurance act 1936

All monies which become or may become due and payable by the Company under this policy shall be payable and paid in the Republic of Ireland.

## Application of limits of indemnity

In the case of any event involving indemnity to more than one person any limitation by the terms
of this policy or of any endorsement herein of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

## Territorial limits

In respect of events occurring anywhere within:-
(a) Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands
(b) Other European Union Member States
(c) Designated Areas [The Countries that the E.U. Commission 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)] the full indemnity in force under the policy as specified under "Cover Operative" on the Schedule applies.

## Limitations as to use

As per Certificate of Insurance on Issue

## Description of drivers

As per Certificate of Insurance on Issue

## General

## definitions

! We have provided the following general definitions, in order to explain some of the common words and phrases we use. To help you identify these words and phrases, we have printed them in bold wherever they appear in singular or in plural throughout this policy booklet.
! Some sections of the policy booklet may also contain words and phrases with a special meaning, applying only in specific areas of your policy. We explain this in the policy wording wherever it occurs.

## We, us, our, the

## Company,

FBD Insurance plc.

## You, your, yours, yourself, the insured

The person or persons (including bodies corporate) named in your policy schedule and certificate to whom the insurance policy has been issued, including your legal personal representatives (for example, a person who administers the estate of a person who has died).

# ! General conditions of the policy 


#### Abstract

This policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this policy or of the Schedule shall bear such meaning wherever it may appear. Any condition of this policy or of any Endorsement herein in so far as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961/1968 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. The Expression "CLAIM" shall mean a claim or series of claims arising out of one cause.


## 1. Claims / summonses and prosecutions

The Insured shall give notice in writing to the Head or any Branch Office of the Company immediately 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, legal proceedings including writ, civil bill, civil summons or other notice and every correspondence, communication or notice from the Personal Injuries Assessment Board (PIAB) shall be notified and forwarded unanswered 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.

## 2. No admission

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.

## 3. Other insurance

If at the 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, damages, costs 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) of Section 1 (Liability to Third Parties) to the cover granted to persons driving the insured vehicle or to the cover granted to passengers for their acts of negligence.

## 4. Reasonable care

The Insured shall take all reasonable care to safeguard from loss or damage and maintain in efficient condition any vehicle described in the schedule hereto and the Company shall have at all times free access to examine such vehicle.

In relation to precautions against frost damage it is essential that anti-freeze be used in the proportions recommended by the manufacturer and that where possible the vehicle should be garaged.

## 5. Arbitration

All disagreements arising out of this policy shall be referred to the decision of an arbitrator to be appointed by the parties or, failing agreement, the
authorised body identified in the current arbitration legislation.

Where any difference is referred to arbitration, the making of an award shall be a condition precedent to any right of action against the Company. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of the liability shall be deemed to have been abandoned.

## 6. Your duty

(a) Give us full information when applying for or renewing your policy

You must answer all our questions honestly and with reasonable care. The information provided in your insurance application including your proposal form or statement of fact and any renewal applications or other communications with us must be true, accurate and complete.

Our questions and your responses will influence our acceptance of your insurance, our calculation of your premium and the terms and conditions we apply. If you are ever in any doubt about our questions and your responses, you must tell us.

## (b) Always keep your policy up to date

You must tell us if there is any change in the information recorded in your schedule, certificate and completed insurance application, after your policy has started.

We will then let you know of any change in your premium or policy terms.

It is important to be aware that once your policy has started, we will not cover any of the following changes in risk, unless you have told us about them and we have agreed to cover them:

- Any replacement of an insured vehicle with another vehicle, or any change in the registration number or identification number of an insured vehicle as recorded in your schedule and your certificate.
- Any alteration to the mechanics, structure, performance or handling of the insured vehicle.
- A change in the use of any insured vehicle outside:
- the purposes you disclosed to us when taking out or renewing your policy,
- the use of the insured vehicle recorded in your schedule, and
- the limitations as to use recorded in your certificate.
- A change in the ownership of any insured vehicle.
- Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in your certificate.
- Any disqualification of any insured driver from driving, or if any insured driver has received any driving conviction.
- Any change in the physical or medical condition of any insured driver impairing their ability to drive safely.

For full details about the covers and information you must keep up to date, you must read and check any documents or communications we send to you.

## (c) Keep to the terms of your policy

You or any person making a claim under your policy must take reasonable care to observe and fulfil the terms, provisions, conditions and endorsements of your policy and anything they reasonably require for cover to apply.

If you do not meet these requirements at all times, we may give you a reduced claim payment or no claim payment. We may also treat the whole policy or a section of it as cancelled or not having existed.

## 7. R.T.A. obligations

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 Road Traffic Acts and all expenses incurred by the Company in connection with any such payment.

## 8. Cancellation of policy

(a) We may cancel your policy in line with our Terms of Business by sending you 10 days' notice in writing to your last known address.
(b) You may cancel your policy in line with our Terms of Business by sending us written cancellation instructions and returning your current certificate and insurance disc.

We will return the premium paid for the period of insurance that is left to run, if:

- You cancel the policy within the cooling off period, or
- We cancel the policy.

If you cancel after the cooling off period, as long as no claim has been made or is pending, we will return the premium for the period of insurance left to run (less any cancellation charge), in line with our Terms of Business.

## 9. Suspension of policy

No return of premium is allowable where cover is suspended on a temporary basis.

## 10. Windscreen

Where windscreen cover operates under the policy, FBD Insurance plc will only be liable to indemnify the Insured in respect of damage to windscreens or windows, repaired or replaced by a company authorised by FBD Insurance to carry out the necessary work, subject to the terms, exclusions and limits of indemnity stated in the policy Booklet and/or Schedule.

## 11. Fraud clause

If the Insured or any person acting for or on behalf of the Insured, makes any claim, knowing any part of it to be false or fraudulent, the Company will not pay the claim and will cancel the policy and any other Policies that the Insured has with the FBD Group Companies. The Company may also involve the relevant Authorities to bring criminal Proceedings.

## 12. Policy enhancements

If we amend or replace any policy wordings, conditions, exclusions or endorsements during the period of insurance which improve, broaden or extend the policy to your benefit, then, provided no additional premium is normally payable, this benefit is automatically passed on to you from the effective date of the enhancement(s).

# x General exclusions of the policy 

## The Company shall not be liable in respect of:

## (1)

Any person claiming in respect of damage to any weighbridge 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 described in the Schedule hereto except in so far as is necessary to meet the requirements of the Road Traffic Acts.

## (2)

Any person claiming in respect of injury to person or damage to property occasioned beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to such vehicle for loading thereon or the taking away of the load from such vehicle after unloading therefrom.

## (3)

Any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by the Insured by special contract.

## (4)

Any loss damage liability and/or injury arising out of any event occurring (i) while any vehicle described in the Schedule hereto is being driven or is for the purpose of being driven by him in the charge of any person other than a driver as described under the heading "Description of Drivers" in this policy or (ii) while any vehicle in connection with which Insurance is granted under this policy is being used otherwise than within the "Limitations as to Use".

## (5)

(Except under Section 1) any loss damage and/or injury arising during (unless it be proved by the Insured that the loss damage and/or injury was not
occasioned thereby) or in consequence of Earthquake Riot or Civil Commotion.

## (6)

(Except insofar as is necessary to meet the requirements of the Road Traffic Acts) in respect of:
(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
i) ionising radiations from or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
ii) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear components thereof;
iii) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
iv) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.
(b) Any loss damage liability and/or injury arising from pressure waves caused by aircraft and/or other aerial devices travelling at sonic or supersonic speeds.
(c) Any consequence of War Invasion Act of Foreign Enemy Hostilities (whether war be declared or not) Civil War Rebellion Revolution Insurrection or Military or Usurped Power.
(d) loss, damage, cost or expense of whatsoever nature or any legal liability for personal injury to third parties or damage to property belonging to third parties directly or indirectly
caused by or resulting from or in connection with:
i) Any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
ii) (a) biological or chemical contamination
(b) missiles, bombs, grenades or explosives
due to any act of terrorism.
For the purpose of this exception 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, ethnic or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

For the purpose of (ii) (a) contamination means the contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of chemical and/or biological substances.

This exception 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 the Company alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
(e) (i) Loss of or damage to data or software, in particular any detrimental change in data, software or computer programs that is caused by a deletion, a corruption or a deformation of the original structure, and any business interruption losses resulting from such loss or damage.

Notwithstanding this exclusion, loss of or damage to data or software which is the direct consequence of insured physical damage to the substance of property which is insured shall be covered.
(ii) Loss or damage resulting from an impairment in the function, availability, range of use or accessibility of data, software or computer programs, and any business interruption losses resulting from such loss or damage.

## (7)

In line with the following cyber risks and electronic exclusion your policy does not provide any cover for loss, damage, consequential loss, economic loss, or liability, which is caused by or which results from a cyber-attack.
! If you have concerns that you are susceptible to cyber-attack or hacking, or events or acts of this nature, you may need to seek professional advice about protecting yourself.
! You may also wish to enquire about cyber protection insurance cover, which is available from some specialist insurance companies.

## 1. Meaning of words

This exclusion contains words and phrases with a special meaning. We have explained these meanings below. To help you identify these words and phrases, we have printed them in bold wherever they appear in singular or in plural, together with words and phrases explained under the 'general definitions' of this policy booklet.
a) Computer(s) includes but is not limited to, any computerised or electronic:
system; network; server; hardware; program; software; firmware; data (and any data storage device); record(s); information repository; microchip; integrated circuit or similar device (in computer equipment or non-computer equipment); electronic (digital or analog) device; communications device; cloud storage facility (including any other type of storage or back-up facility); microcontroller; intranet;
extranet or website, whether owned by you or not.
b) Consequential Loss means any financial loss, or reduction in turnover or increased costs incurred, which is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any interruption to or interference with your personal or business activities, regardless of whether or not such loss has occurred due to loss or damage to any property, any computers or any data, whether owned by you or not.
c) Damage or Damaged means physical loss of, or destruction of, or distortion of, or deletion of, or corruption of, or physical damage to, computers, or data, or any other type of property, regardless of whether such physical loss, destruction, distortion, deletion, corruption or physical damage, is partial or total or temporary or permanent in nature.
d) Data includes but is not limited to (whether used in connection with a business or not):
i) any information, facts, records, lists, concepts, knowledge, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, retrieved, received or stored by a computer; and
ii) any computer associated input or output.
e) Denial of service attacks means any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability of computer or electronic networks, network services, network connectivity or information systems. Denial of service attacks include but are not limited to:
i) the generation of excess traffic into network addresses;
ii) the exploitation of system or network weaknesses;
iii) the generation of excess or nongenuine traffic between and amongst networks.
f) Hacking means unauthorised access to any computer or other equipment or component or system or item which processes, or stores, or transmits, or retrieves or receives data, whether owned by you or not.
g) Liability means any amount (including all costs and expenses) that you are held legally liable to pay:
i) for death, bodily injury (including any form or variety of mental injury, anguish, distress, nervous shock, trauma, psychological condition or disorder) or illness or disease; or for loss or damage to material property or for any type of financial loss (including fines and penalties); or
iii) for defamation, or libel or for any breach of data protection legislation, to any person, or group of people (whether employed by you or not), or to any institution, business organisation, firm, company or club.
h) Malicious or damaging Code means any program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or operations whether involving selfreplication or not. A malicious or damaging code can include but is not limited to:
i) computer viruses, worms, Trojan horses, malicious data files or similar mechanisms; and
ii) any form or variation of phishing; and
iii) internet bots, spyware and adware or any such generally legitimate software when being used for malicious, or criminal, or unauthorised or illegal purposes.

## 2. What is not insured?

This policy does not provide any cover for any loss, damage, cost, expense, consequential loss or liability in respect of, or to, any computer or data, whether owned by you or not, where such loss, damage, cost, expense, consequential loss or liability is directly or indirectly caused by, contributed to by, arises from, or is occasioned by, or results from, any of the following:
a) the malicious or negligent transfer, electronic or otherwise, of a computer program that contains a malicious or damaging code;
b) hacking or denial of service attacks;
c) temporary or permanent impairment in the functionality, availability, range of use or accessibility of any data, any software or any computer programs, caused by or at the direction of any person or group of people or foreign power, government or country;
d) a deliberate malicious act by or at the direction of:
i) any person or group of people or foreign power, government or country which does not involve physical force or physical violence;
ii) you or to which you have consented;
iii) any person representing you, or by a service provider you have engaged, or by any of your family or your household.

In addition to the above and for the avoidance of doubt, this policy of insurance:
a) does not provide any cover in respect of the commercial value, goodwill value or monetary value of any data held on any computer or which is used by you in connection with your personal or business activities;
b) does not provide any cover in respect of any cost or expense incurred in:
i) retrieving, or restoring, or reproducing, or reconstituting, or rewriting, or replacing, any data;
ii) re-inputting any data on any computer;
iii) reinstalling or upgrading any computer or data software.
c) does not provide any cover for any cost or expense in respect of, or associated with, any ransom demand.

## (8)

We will not pay for any claim, loss, damage, cost, expense, consequential loss, financial loss, liability, accident or injury caused while any insured car is in or on any aerodrome, airport, airfield, military base or similar establishment or location. The areas include but are not limited to:

- any area for the take-off and landing of aircraft or the movement of aircraft on the ground, and
- any form of aircraft parking aprons including associated service roads, refuelling areas, hangars, maintenance areas, ground equipment and vehicle parking areas, any areas for the loading or unloading of passengers or cargo, and
- any part of any passenger terminal and
- any part or any area of an aerodrome, airport, airfield, military base or similar establishment
or location where access is refused, denied or forbidden to members of the public or any part or any area where vehicular access is refused, denied or forbidden to members of the public.

This exclusion does not apply to public roads and public car parking facilities to which the public have access.

## (9)

In line with the following communicable viruses and diseases exclusion, your policy does not provide any cover for loss, damage, consequential loss, economic loss, or liability which is caused by or which results from a communicable virus or disease.

## 1. What is a communicable virus or disease?

For the purposes of this exclusion, a communicable virus or disease is any virus or disease, whether naturally occurring or not, that can be transmitted by means of any substance or agent from any organism to another organism (including human beings) where:
a) the substance or agent includes, but is not limited to:

- a virus, bacterium, parasite or other organism;
- or any variation or mutation of these, whether deemed living or not, and
b) the method of transmission, whether direct or indirect, includes but is not limited to:
- airborne transmission;
- bodily fluid transmission;
- transmission from or to any surface or object, solid, liquid or gas;
- transmission between organisms, and
c) the virus, disease, substance or agent can:
- cause or threaten damage to human health or human welfare; or
- cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use, of property.

Communicable viruses and diseases include but are not limited to:

- Coronavirus disease (COVID-19), Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), Ebola, Marburg Virus Disease, Middle East Respiratory Syndrome (MERS), Anthrax, Rabies, Foot and Mouth Disease (FMD), Lyme


## General exclusions of the policy

Disease, Salmonellosis, brucellosis or any mutation or variation;

- any man-made, or reproduced, or resurrected, or manufactured or synthetically developed or produced, viruses or diseases.

For the avoidance of doubt, communicable viruses and diseases also include any viruses and diseases that are spread by or transmissible from:

- Humans to other humans.
- Humans to animals (including mammals, fowl and poultry).
- Animals (including mammals, fowl and poultry) to humans.
- Animals (including mammals, fowl and poultry) to other animals (including mammals, fowl and poultry).


## 2. What is not insured?

Any loss, damage, financial loss, cost, expense, liability or claim of any type or nature, which occurs at any time, which is directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:
a) any communicable virus or disease, or
b) the fear or threat (whether actual or perceived) of a communicable virus or disease, or
c) any action taken to, or in an attempt to, control, prevent or suppress in any way such communicable virus or disease or the spread or transmission of same, or
d) the acts of malicious persons who maliciously, deliberately or recklessly cause any substance or agent capable of causing a communicable virus or disease to come into contact with the property of any person or entity or cause or attempt to cause another person or persons to contract a communicable virus or disease,
regardless of any other cause contributing concurrently or in any sequence to the loss, damage, financial loss, cost, expense, liability or claim.

## COVER SECTIONS

(b) $€ 1,300,000$ where the damage is caused by or in connection with the use of any vehicle described in the Schedule which is not a private car

In addition the Company will pay all legal costs incurred with its written consent in connection with any claim for which indemnity applies under this Section.
(It is agreed that a private car is a vehicle built for the purposes of carrying passengers and taxed for private use only)

The Company shall have the right to instruct at its own expense a Solicitor of its choice for:
(a) representation at any coroner's inquest in respect of any death or
(b) defending in any court of Summary Jurisdiction any proceedings in respect of any act causing any event
which may be the subject of indemnity under this policy.

## Driver indemnity

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 shown on the Certificate of Insurance on issue who is driving any vehicle in the Schedule hereto provide 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 were the Insured observe fulfil and be subject to the terms exclusions conditions and endorsements of this policy in so far as they can apply.

## Negligence of

## passengers

It is agreed that the Company will at the request of the Insured indemnify any person mounting into, dismounting from or traveling in any vehicle described in the Schedule, such person being hereinafter called "the Passenger" provided that the Passenger:-
(a) is not driving such vehicle or in charge of such vehicle for the purpose of driving
(b) is not entitled to indemnity under any other policy
(c) shall as though he were the Insured observe fulfil and be subject to the terms, exclusions and conditions of this policy in so far as they can apply

## Exclusions

The Company will not be liable in respect of:
(a) Personal injury (including personal injury causing death) to:

1. the Insured
2. any person driving such vehicle or in charge of such vehicle for the purpose of driving
3. any person in the employment of the Passenger or in the employment of the employer of the Passenger where such personal injury arises out of and in the course of such employment.
(b) Damage to property owned by or in the possession custody or control of the Insured or of the passenger or being conveyed by such vehicle.

## Trailer

The Company will indemnify the Insured in terms of and subject to the limitations of indemnity which is granted by this Section in respect of:
(a) Any trailer whilst attached to any vehicle described in the Schedule hereto
(b) Any detached single axle trailer up to half a tonne unladen weight, other than caravans, mobile homes, trailer tents, boat trailers and trailer which incorporates machinery or other equipment
(c) Any detached trailer described in the Schedule hereto.

## $x$ Exclusions to Section 1-Liabilities to third parties

Except as is necessary to meet the requirements of the Road Traffic Acts the Company shall not be liable in respect of:

1. Damage to any property belonging to or held in trust by or in the custody or control of the Insured or any driver
2. Damage to any property in, on or whilst being drawn by any vehicle
3. Injury to any person driving the vehicle or in charge of the vehicle for the purpose of driving
4. Death or injury to any person in the employment of the Insured where such death or injury arises out of or in the course of such employment
5. Any liability incurred by the Insured arising out of the operation as a tool of any vehicle or of plant forming part of such vehicle or attached thereto.

# T) Section 2-Loss or damage to the insured vehicle 

## Indemnity

In the event of loss of loss of or damage to any vehicle described in the Schedule the Company will:
(a) pay the cost of repairs, or
(b) pay the amount of the loss or damage, or
(c) replace the insured vehicle.

The Company will decide whether (a), (b) or (c) applies.

## Accessories and spare

## parts

The accessories and spare part of the vehicle are insured in the same way as the vehicle, provided they fall within the Maximum Amount Payable and the Obsolete Parts Clause and are being carried by or are attached to the vehicle.

## Maximum amount

## payable

In the event of the vehicle being damaged beyond repair or the Company deeming repairs uneconomical, or the vehicle being stolen and not recovered, the maximum amount payable by the Company will be the lesser of:
(a) The market value of the vehicle, that is the price which could be obtained if the vehicle was put up for sale or the price which would have to be paid to buy a similar vehicle in a similar condition with the addition of an allowance for spare parts, tools and ancillary equipment plus, if required, an amount in respect of professional repairs less any salvage value.
(b) The estimated value shown on the schedule, less any salvage value.

The Company has an option to take over the right to dispose of the salvage at any time during the course of the claim.

## Obsolete parts clause

The Company will not pay increased repair and replacement parts or accessory costs due to non availability and/or waiting times for delivery of parts or accessories which are obsolete in pattern or which become unobtainable, or storage costs whilst awaiting commencement of repair to the insured vehicle.

## Repairs

The Company will only commit to repairing a vehicle or to pay its market value and not to paying for any reduction in its value as a result of having been involved in an accident and/or theft.

## Removal

If the insured vehicle is disabled by reason of loss or damage insured under this Section 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 such loss or damage not exceeding the reasonable cost of transport to the address of the insured.

The maximum amount payable in respect of this item is $€ 350$ any one incident.

## Hire purchase leasing or finance agreements

If to the knowledge of the Company the Insured's vehicle is the subject of a Hire, Lease or Finance Agreement (including Hire Purchase) such payment shall be made to the owner to be determined whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

## $x$ Exclusions to Section 2-Loss or damage to the insured vehicle

The Company shall not be liable to pay for:
(a) loss of use depreciation wear and tear mechanical and/or electrical and/or electronic breakdowns failures or breakages
(b) damage to tyres by application of brakes or by punctures cuts or bursts
(c) damage to any vehicle described in the Schedule hereto and/or its accessories and spare parts caused by the goods carried therein
(d) damage to the vehicle described in the Schedule where any driver has (at the time of the accident causing damage to the vehicle) a breath, blood or urine alcohol or drug level above the legal limit shown in the Road Traffic Act.
(e) any amount in excess of $€ 350$ in respect of breakage ofglass in the windscreen or window(s) of the vehicle described in the Schedule hereto. (Please refer to General Condition 10 of the policy).

# Appendix-Vehicle breakdown assistance 

Vehicle Breakdown Assistance only applies where the Cover Operative is Comprehensive or Third Party, Fire and Theft.

## Meaning of words

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

## You, Your

Any Insured person who is driving the Insured vehicle with Your knowledge and consent, and who resides in the Republic of Ireland.

## We, Us, Our

MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A., trading as MAPFRE ASSISTANCE Agency Ireland.

## Passengers

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

## Territorial Limit

The Republic of Ireland and Northern Ireland

## Period of Cover

The period between the start date and expiry date shown on the Schedule of Insurance relating to the Insured vehicle

## Recovery Provider

Any representative of ours whom We appoint to assist You.

The Vehicle Breakdown Assistance provided under this policy applies to private cars and small standard commercial vehicles up to and including a gross vehicle weight of 3500 kg , which can be driven with a Private Car or Category B driver's licence.

FBD Vehicle Breakdown Assistance is a 24 hour emergency breakdown and accident recovery service. It is there to assist You in Your time of need. The choice of assistance supplied depends on the options available to Us at the time of the request for assistance.

Should You require assistance, please telephone the FBD Vehicle Breakdown Assistance line:

- Republic of Ireland: 1800323888
- Northern Ireland: 0035391560622

Please have the following information available when You call:
(1) Your exact location
(2) the registration number of the insured vehicle
(3) Your policy number
(4) a telephone number where You can be contacted
(5) a description of the problem

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

## Benefits provided

In the event of the insured vehicle being immobilised as a result of a mechanical or electrical breakdown, fire, theft, or any attempted theft, malicious damage, punctures, lost keys, stolen keys, or keys broken in the lock or locked in the vehicle, occurring within the Territorial Limits whilst the vehicle is used away from Your home address We will arrange and pay for the following benefits

## Labour at the site of breakdown

One hour's free labour either at the home or roadside if the vehicle can be repaired onsite. Repairs carried out at the Recovery Provider's premises are not covered.

## Costs of towage

If repairs cannot be carried out on site, We will arrange and pay for the cost of towing the Insured vehicle (excluding trailers) to a garage or other location of Your choice on the Territorial Limits. In the event of the Insured vehicle being taken to a garage or location of Your choice, no further recovery arising from the same breakdown will be provided.

## Arrangements to complete journey

In the event of a breakdown, We will undertake, at the request and on behalf of the Insured and
Passengers, to make the following arrangements at the Insured's own expense:
(a) Accommodation
(b) Alternative transport

## Message relay

We will pass on two urgent messages for the Insured driver.

## ! Conditions

1. No benefit shall be payable unless We have been notified and have authorised assistance after being notified through the Emergency Assistance phone line 1800323888
2. Territorial Limits of cover: Republic of Ireland \& Northern Ireland.
3. The policy number must be quoted when calling for assistance.
4. Vehicles eligible for assistance will be private cars and commercial vehicles up to and including a gross vehicle weight of 3500 kg , which can be driven with a Private Car or Category B driver's licence.
5. You must be with the vehicle when the repairer arrives. If You are not with the vehicle and Our repairer cannot assist, any subsequent assistance will be at Your own cost.
6. We may refuse assistance in circumstances where:
a. a driver appears intoxicated;
b. the insured vehicle is inaccessible or in an off-road location;
c. the insured vehicle cannot be transported safely or legally without hindrance using a standard car transporter and equipment;
d. the insured vehicle is not being used in accordance with the use set out in the FBD policy;
e. the insured vehicle is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height
7. If We have to make a forced entry to the insured vehicle because You are locked out, You must sign a declaration, which confirms that We are not responsible for any damage.
8. The insured vehicle must at all times be maintained in a good mechanical order and roadworthy condition and be regularly serviced.
9. The maximum number of breakdown assistance call-outs is 3 in any 12 month policy term.
10. We cannot accept responsibility for the care or transportation of any goods carried (including
pet animals or livestock) within the Insured vehicle.
11. We will not arrange for or incur any additional cost to transport goods, pets or any other animals carried in the insured vehicle. It will be Your responsibility to arrange and pay for alternative transport for goods, pets, or any animals if the Insured vehicle has to be towed.
12. In the event of the insured vehicle being taken to a location of the Insured's choice, no further recovery arising from the same breakdown will be provided.
13. If You cancel a breakdown assistance call-out, You are not eligible for another call-out for that assistance.
14. We will always use best endeavours to recover the vehicle. The vehicle must not be fitted with modifications beyond the original manufacturer's specifications which could impede the recovery.
15. This contract is subject to Irish Law.

## x Exceptions

We will NOT pay for:

1. Any consequential loss arising from using the assistance services (consequential loss is an additional loss caused by a Recovery Provider assisting or failing to assist You).
2. Expenses, which are recoverable from any other source.
3. Recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
4. Any breakdown assistance requests arising where the Insured vehicle is carrying more
Passengers than that for which it was designed as stated in the manufacturer's specifications.
5. Any breakdown assistance requests arising directly out of the unreasonable driving of the vehicle on unsuitable terrain.
6. Any vehicle designed as a tool of trade, nonregistered or registered as a work vehicle.
7. Any accident or breakdown brought about by an avoidable or wilful or deliberate act committed by You
8. The cost of repairing the vehicle other than outlined in the benefits above.
9. The cost of any parts, tyres, keys, lubricants, fluids or fuel.
10. Any breakdown assistance requests caused by fuels, mineral essences or other flammable materials, explosives or toxins transported by the vehicle.
11. Failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) You needing assistance at the time of a natural catastrophe, or Us being unable to reach You because roads have been closed.
12. Any winching costs or specialist equipment. For example, any vehicle or equipment (other than a standard recovery vehicle) which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been removed to a suitable location, normal service will be provided.
13. Loss or damage to the contents of the insured vehicle
14. Recovering a vehicle carrying commercial loads. It is the responsibility of the driver to arrange for alternative transport for the commercial load in the event that the vehicle has to be towed
15. Recovery of trailers or any attachments to the vehicle.
16. Providing the fourth or subsequent assistance in any 12 month Period of Cover.
17. Breakdown assistance requests if You knowingly provide false or misleading information.
18. Any breach of this section of the policy or failure on Our part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond Our reasonable control.

## ENDORSEMENTS

## Endorsements

## Operative endorsements including any supplementary endorsements are referred to by number in the Schedule.

## 01: Excess (Accidental Damage only)

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of loss of or damage to any vehicle described in the Schedule hereto unless such loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempt thereat. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this policy.

## 02: Excess (All Sections)

The Company shall not be liable to pay the first amount as stated in the Schedule against this endorsement number of any claim in respect of which indemnity is provided by any Section of this policy. The Insured shall indemnify the Company in respect of any sum not exceeding such first amount which the Company pays in respect of any such claim which may be the subject of indemnity under this policy.

## 03: Third party only

It is agreed that Section 2 (Loss or Damage to Insured Vehicle) of this policy is inoperative.

## 04: Third party fire and theft

It is agreed that no liability shall attach to the Company under Section 2 (Loss or Damage to Insured Vehicle) of this policy except for loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or any attempt thereat.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion or by theft or any attempt thereat will not result in the loss of No Claim Discount.

## 05: Third party and fire

It is agreed that no liability shall attach to the Company under Section 2 (Loss or Damage to Insured Vehicle) of this policy except for loss or damage caused directly by fire, self-ignition lightning or explosion.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion will not result in the loss of No Claim Discount.

## 06: Fire and theft only

It is agreed that no liability shall attach to the Company under this policy except for that under Section 2 (Loss or Damage to Insured Vehicle) in respect of loss or damage caused directly by fire, self-ignition, lightning or explosion or by theft or attempt thereat.

It is further agreed that any claim in respect of fire, self-ignition, lightning or explosion or by theft or any attempt thereat will not result in the loss of No Claim Discount.

## 08: Excluding named person(s) from driving

It is agreed that this policy shall be inoperative whilst the insured vehicle is being driven by or is for the purpose of being driven by him in the charge of any person named in the Schedule against this endorsement number.

## 09: Named person(s) only driving

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraph (c) of the "Description of Drivers" of this policy shall apply solely in respect of any person named in the Schedule against this endorsement number and paragraphs (a) and (b) of the "Description of Drivers" of this policy are inoperative.

## 10: Including drivers under the age of 25 years or over the age of 71 years

It is agreed that the subsection "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraph (c) of the "Description of Drivers" of this policy shall apply to any person named in the Schedule against this endorsement number.

## 13: Insured only driving

It is agreed that the sub-section "Persons Driving Insured Vehicle" of Section 1 (Liability to Third Parties) and paragraphs (b) and (c) of the "Description of Drivers" of this policy are inoperative.

## 16: Indemnity to hirer

It is agreed that in terms of and subject to the limitations of the indemnity which is granted by this policy to the Insured the Company will indemnify the person(s) named in the Schedule against this endorsement number as hirer(s) of the vehicle described in the Schedule hereto against liability arising in connection with any such vehicle by reason of the negligence of the within named Insured or of any Employee of such Insured whilst such vehicle is let on hire.

PROVIDED THAT such Hirer shall as though he were the Insured observe fulfil and be subject to the terms exclusions conditions and endorsements of this policy in so far as they can apply.

# 22: Specified trailer - attached / detached - cover as policy 

It is agreed that the indemnity provided by this policy shall apply in respect of the trailer/s full details of which is/are described in the Schedule of this policy. For the purpose of this policy any such trailer and plant forming part of or permanently attached to such trailer shall together be deemed to constitute a trailer

## PROVIDED THAT

1. cover shall be inoperative in respect of liability arising out of the operation as a tool of such trailer or of plant forming part of such trailer as attached thereto except as far as is necessary to meet the requirements of the Road Traffic Acts
2. the Company shall not be liable to indemnify the Insured in connection with any vehicle or trailer whilst such vehicle is drawing a greater number of trailers in all than is permitted by law.

## 26: Third party detached trailer cover

It is agreed that the Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by Section 1 (Liability to Third Parties) of this policy in respect of the trailer shown against this Endorsement Number on the Schedule, whilst detached from and not being towed by any vehicle.

## 35: Increase in third party property damage

It is agreed that the Limit of Indemnity referred to in Section 1 of this policy against liability for damage to property is increased to the sum stated on the Schedule opposite this endorsement.

## 36: Breakage of glass in windscreens or windows

It is agreed that the Company will indemnify the Insured in respect of damage to windscreens or windows subject to the terms, exclusions and Limits of Indemnity stated in the Schedule for any vehicle described in the "Description of Vehicle".

## 50: Excluding learner permit / provisional licence holders

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only.

## 51: Including named learner permit / provisional licence holders

The Company will not indemnify the Insured or other persons while any vehicle described in the Schedule hereto is being driven by a person who is the holder of a Learner Permit/Provisional Licence only, other than any person named in the Schedule against this endorsement number.

## 59: Third party attached trailer cover

The Company will indemnify the Insured in terms of and subject to the limitations of the indemnity which is granted by Section 1 of this policy whilst drawing trailers but not a greater number of trailers in all than is permitted by Law whilst directly attached to any vehicle described in the Schedule hereto provided the total carrying capacity of such trailer/s does not exceed that as declared to the Company.

## 68: Articulated vehicle

It is agreed that:
(a) For the purpose of this insurance an articulated vehicle consisting of a power unit and one partially superimposed trailer shall not be deemed to be a vehicle drawing a trailer.
this policy shall be inoperative in respect of the towing of any one disabled mechanically propelled vehicle unless the power unit is being used without the superimposed trailer.

## Changes to this policy booklet

A summary of key changes recently included in this policy booklet is set out below. For full terms and conditions, always read your policy booklet together with your schedule and any applicable endorsements.

## April 2023

Changes we introduced with this policy booklet version

| Key changes |  | Policy version |
| :---: | :---: | :---: |
| General definitions | We have included new definitions to explain words and phrases we use and give greater certainty when interpreting your policy cover. The new definitions can be found in the new 'General definitions' section and include: <br> - We, Us, Our, the Company; <br> - You, your, yours yourself, the insured. | $\begin{aligned} & \text { CMV PD } 202304 \\ & 1.0 \end{aligned}$ |
| General conditions of your policy | Your Duty - General Condition 6 has been expanded requiring you to tell us about changes in the information recorded in your schedule and completed insurance application. We have made it clear that we will not cover any of the following changes in risk after your policy has started, unless you have told us about them and we have agreed to cover them: <br> - Any replacement of an insured vehicle with another vehicle, or any change in the registration number or identification number of an insured vehicle as recorded in your schedule and your certificate. <br> - A change in the use of any insured vehicle outside: <br> - the purposes you disclosed to us when taking out or renewing your policy, <br> - the use of the insured vehicle recorded in your schedule, and <br> - the limitations as to use recorded in your certificate. <br> - A change in the ownership of any insured vehicle. <br> - Any change in the 'Drivers or classes of drivers whose driving is covered', as recorded in your certificate. <br> - Any disqualification of any insured driver from driving, or if any insured driver has received any driving conviction. <br> - Any change in the physical or medical condition of any insured driver impairing their ability to drive safely. | CMV PD 202304 1.0 |
| General conditions of your policy | Policy cancellation - General Condition 8 has been reviewed to incorporate the new general definition words into the text. For details, you will need to read 'Cancellation of policy' (Condition 8), under the General Conditions of this policy booklet. | CMV PD 202304 1.0 |
| General exclusions of your policy | We have added three additional exclusions to our Vintage Motor Insurance policy, which highlights claims and losses that are not covered. The new more specific general exclusions, which are numbered 7,8 and 9 , are: <br> - 7. Communicable viruses and diseases exclusion; <br> - 8. Cyber and electronic risks exclusion <br> - 9. Consequential loss exclusion. | CMV PD 202304 1.0 |

## July 2022

## Key changes

Policy version
CMV V 202211 V1.0

Policy booklet changes - We have included new information to explain how changes will be made to this policy booklet. For details, you will need to read the information under 'This policy booklet' at the start of the document, together with the 'Changes to this policy booklet' information at the end of the document.

The insured's duty - General Condition 6 has been reviewed and expanded in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read the new 'Duty of disclosure' and 'Failure to meet this duty' information at the start of this policy booklet, together with the full outline of 'The insured's duty' (Condition 6) under the General Conditions of this policy booklet.

Policy cancellation - The cancellation condition has been reviewed in line with the Consumer Insurance Contracts Act 2019. For details, you will need to read 'Cancellation of policy' (Condition 8), under the General conditions of this policy booklet.

## SUPPORT.

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