

ARRANGED BY



**ORNELLA**  
UNDERWRITING LIMITED

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your Insurance Intermediary

# **FLEXI VAN** INSURANCE

## Policy Document

UNDERWRITTEN BY



**Issue CV 2022 06 PE**

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

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



RSA Insurance Ireland DAC  
RSA House,  
Dundrum Town Centre,  
Sandyford Rd.,  
Dublin 16  
[www.rsagroup.com](http://www.rsagroup.com)

RSA Insurance Ireland DAC is regulated by the Central Bank of Ireland.

please see Your Schedule for the full list of insurers

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



**ORNELLA**  
UNDERWRITING LIMITED

The Bushels  
Cornmarket  
Co. Wexford  
Telephone: +353 (0)53 9180300  
Email: [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie)  
[www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie)

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

# Ornella Underwriting Limited

## Flexi Van Policy document

### Welcome to Ornella

Thank You for choosing to insure with Ornella Underwriting Limited, on behalf of the Underwriters. This document, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between You and Us.

Our Flexi Van Policies let You choose the level of cover that suits You best. Your Schedule shows what parts of the Policy apply to You. Please keep the Schedule and this booklet in a safe place.

The contract is based on information and documents that You have provided to Us. This information is either in a Proposal Form signed by You, or in a document that confirms statements You have made, called a Statement of Fact. You must be sure the information You have given to Us is true and complete.

This contract is subject to Irish law, unless We, the Underwriter, and You, the Policyholder, both agree otherwise. We pay the stamp duty required under the Stamp Duties Consolidation Act, 1999. Because You have paid the premium, We have agreed to insure You for the period shown in Your Schedule, subject to the terms, conditions and exclusions in this booklet. These include any Endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This insurance applies within the Territorial Limits described in Section B – Definitions unless We and You, the Policyholder agree otherwise.

### If You ever need to make a claim please call Us on:

**Republic of Ireland: 053 91 80333**  
**Outside Republic of Ireland: +353 (0)53 91 80333**



Brian Hughes  
Ornella Underwriting Limited

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# A: Important Information

## 1. Disclosure of information

The contract of motor insurance is made up of the following which should be read together:

- this booklet and Your Schedule, which together form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us in the Proposal Form that You signed, or in the Statement of Fact document.

It is vital that You provide all relevant information when You take out this Policy or when You renew it. If You do not disclose all relevant information, Your Policy could be declared void and You would not be insured. If this happens, You will have to pay back any claims We have paid or may have to pay by law. In addition, We may refuse to deal with any future or ongoing claims from You. Having a Policy declared void may make it more difficult or more expensive for You to buy insurance in the future. If You are not sure whether information is relevant, You should tell Us.

## 2. Data Protection Notice

We are committed to ensuring that your data is protected. To keep you informed, we have created this notice which will explain how we use the information we collect about you and how you can exercise your data protection rights.

This Data Protection Notice contains the information you need to understand about how your Personal Data is used by both RSA Insurance DAC and Ornella Underwriting Limited.

Ornella Underwriting Limited arrange and administer insurance and handle claims on behalf of RSA Insurance DAC. Please see <https://www.ornellaunderwriting.ie/privacy-policy> for details of the Ornella Underwriting Limited Privacy Statement or please contact us at the following address: -

### **Ornella Underwriting Limited**

Data Protection Officer

Ornella Underwriting Limited

The Bushels

Commarket

Wexford

Tel: +353 53 91 80300

E-mail: [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie)

### **1. Who are we?**

RSA Insurance Ireland DAC is part of the RSA Insurance Group. Sections 1-9 of this policy are underwritten by RSA Insurance Ireland DAC. This notice provides details as to how both Ornella Underwriting Ltd. and RSA Insurance Ireland DAC will handle your data.

### **2. Why do we collect and use your personal information?**

We will use your personal information for the provision of insurance services such as providing a quotation, underwriting a policy and handling claims under an insurance contract.

We will also use your data for other related matters such as complaint handling, prevention or detection of fraud, reinsurance and statistical analyses.

When looking for a quote for a product from us, you will need to provide us with information relating to what you wish to be covered by the insurance (e.g. car make and model, your home, etc.). When buying certain products, we will on occasion need to collect special categories of data (e.g. medical history for motor insurance) and convictions history (e.g. driving offences).

We will need to process your payment information (e.g. direct debit, credit and debit card information, etc.) in order to provide your cover. To service your policy, we may communicate with you via your intermediary, if applicable, and via our website, emails, telephone calls or post. Calls may be recorded for training and verification purposes.

If you need to claim against your insurance policy, we normally need to collect information that evidences what happened in the incident. If other people are involved in the incident, we may also need to collect additional information related to them (including children) which can include special categories of data (e.g. injury and medical data, etc.).

In submitting an application to us, you may provide us with equivalent or substantially similar information relating to other proposed beneficiaries under the policy. You agree that you will bring this Privacy Notice to the attention of each beneficiary at the earliest possible opportunity. Please also ensure that anyone else who is insured under your policy has agreed to provide their personal information to us.

Data protection laws require us to meet certain conditions before we are allowed to use your personal information in the manner described in this Notice. We take our responsibilities under data protection laws very seriously, including meeting these conditions.

In order to provide you with this detail we have prepared the following which describes the purpose to which we are using your data and the legal basis for doing so.

<b>Purpose</b>	<b>Legal Basis</b>
To provide you with a quote for an insurance product and to provide you with insurance cover if you decide to purchase a product.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract
To assess the information you have provided and make a decision as to whether we can provide you with cover and at what price	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract;
To verify your identity and to verify the accuracy of the information we receive.	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; To comply with legal obligations (eg. money laundering requirements)

To administer your insurance contract and make any changes during its term, answer queries, provide updates and process a cancellation.	Processing is necessary for the performance of a contract
To make and receive any payments whether in relation to your policy or a claim.	Processing is necessary for the performance of a contract
To manage and investigate any claims made by you or another person under your policy of insurance.	Processing is necessary for the performance of a contract
To detect and prevent fraud, money laundering and other offences. To assist An Garda Síochána or any other authorised body with investigations.	Processing is necessary for the purposes of our legitimate interests. This interest is to investigate and prevent potential fraudulent and other illegal activity.
To manage and investigate any complaints	Processing is necessary for the performance of a contract or in order to take steps at your request prior to entering into a contract; Processing is necessary to comply with legal obligations
For reinsurance purposes	Processing is necessary for the performance of a contract
To comply with laws and regulations	Processing is necessary to comply with legal obligations
For statistical analyses	Processing is necessary for the purposes of our legitimate interests. This interest is to improve our processes, products and services.
To make back-ups of your data in case of emergencies and for disaster recovery purposes	Processing is necessary to comply with legal obligations

### 3. How else do we collect information about you?

Where possible, we will collect your personal information directly from you. However, on occasion we may receive information about you from other people or companies.

For example:

- It was given to us by someone who is applying for an insurance product on your behalf (e.g. insurance brokers).
- It was supplied to us when you have purchased an insurance product or service that is provided by us in partnership with other companies.
- It was lawfully collected from other sources (e.g. the Integrated Information Data System ('IIDS')) to validate information you have submitted to us such as driver number and penalty points.
- Vehicle history check suppliers/ databases.
- Through credit checks.

- Through a database to determine address based risk factors (known as geocoding)
- Searches of publicly available information (e.g. online).
- The Insurance Link Anti-Fraud register (for more information see [www.inslink.ie](http://www.inslink.ie)) and other insurers.
- Other fraud prevention databases available in the insurance industry.

#### **4. Will we share your personal information with anyone else?**

We may share your details with a number of external parties in order to administer your policy, handle claims and to prevent and detect fraud. For example:

- Your Intermediary & anyone authorised by you to act on your behalf.
- Our Third Party Service Providers such as technology suppliers, hosting/storage providers, payment providers and document providers.
- With other companies within the RSA Insurance Group.
- The Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://www.inslink.ie)) and other insurance companies.
- Loss Adjusters, claims investigators, repairers, medical practitioners, solicitors and other firms as part of the claims handling process.
- Surveyors.
- Private Investigators when we need to further investigate certain claims.
- Other fraud prevention databases available in the insurance industry.
- With prospective sellers or buyers in the event that we decide to sell or buy any business or assets.
- Our reinsurers.

We may also share your personal information as a result of our legal and regulatory obligations. This can include with An Garda Síochána, other official agencies and on foot of a Court Order or Subpoena.

In order to provide you with the insurance policy, we may share your information with our service providers and on occasions, some of your personal information may be sent to other parties outside of the European Economic Area (EEA). We would only do this in compliance with the appropriate legal and technical safeguards such as the standard data protection clauses adopted by the European Commission, Binding Corporate Rules or as a result of an adequacy decision of the European Commission

#### **5. Which decisions made about you will be automated?**

Before we can sell you an insurance product or service, we may conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and Underwriting – the process calculates the insurance risks based on the information that you have supplied. This will be used to determine if we can provide you with a policy and to calculate the premium you will have to pay.

The results of these automated decision-making processes will limit the products and services we may be able to provide you. If you do not agree with the result, you have the right to request human intervention to allow you to express your point of view and contest the decision.



## **6. For how long will we keep your information?**

Information submitted for a quotation may be retained by us for a period of up to 15 months from the date of the quotation. All information in respect of a policy (to include claims on the policy) will be held for 8 years after the ending of the client/insurer relationship to ensure we meet our regulatory obligations. We will retain call recordings for 8 years from the date of the call.

There are certain policies where we need to keep data for longer than the normal periods where we may receive claims where the claimant was not aware of the injuries until a long time after it was caused.

## **7. What should you do if your information is incorrect?**

If you think that the information we hold about you is incorrect or incomplete, please contact your intermediary or contact us and we will be happy to rectify it for you.

## **8. What are your rights over the information that is held by us?**

We understand your information is important to you, therefore you may request us to undertake any of the following actions:

- 1 Provide you with a copy of the personal information we hold about you, in a commonly used electronic format (or hard copy if you wish).
- 2 Request your personal information to be deleted where you believe it is no longer required. Please note however, this request will not be valid while you are still insured with us and where we are subject to legal or regulatory obligations.
- 3 Request that we supply a copy of the personal information you have supplied to us, to another company. We would provide the information in a commonly used electronic format.
- 4 Request that we restrict the use of your information by us.
- 5 Object to the processing of your data.

If you would like to request any of the above, please email us a request to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us at the address contained in Section 10. To ensure that we do not disclose your personal information to a party who is not entitled to it, when you are making the request please provide us with:

- Your name;
- Address(es);
- Date of birth;
- Any policy IDs or reference numbers that you have along with a copy of your photo identification and proof of address.

All requests are free of charge although we reserve the right to charge an administrative fee for subsequent requests (such as when the request is part of a series of repeated requests over a short period of time). We endeavour to respond within one month from receipt of the request. If we do not meet this time frame, we will explain why this was in our response.

Please note that simply submitting a request does not mean we will be able to fulfil it – we are often bound by legal and legislative law which can prevent us fulfilling some requests in their entirety, but when this is the case we will explain this to you in our response.

Requests to restrict the use of your information or to object to the processing of your data may lead to RSA being unable to continue to service your policy and therefore lead to cancellation of your policy.

### **9. Changes to our Data Protection Notice.**

This notice will be updated from time to time so please check it each time you submit personal information to us or renew your insurance policy.

### **10. How do you ask a question about this Data Protection Notice?**

If you have any questions or comments about this privacy notice please contact:

The Data Protection Officer, RSA Insurance Ireland DAC, Dundrum Town Centre, Sandyford Road, Dundrum, Dublin 16, D16 FC92

You may also email us at [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com)

### **11. How can you lodge a complaint?**

If you wish to raise a complaint on how we have handled your personal information, please send an email to [ie\\_dataprotection@ie.rsagroup.com](mailto:ie_dataprotection@ie.rsagroup.com) or write to us using the address provided in Section 10. Our Data Protection Officer will investigate your complaint and will give you additional information about how it will be handled. We aim to respond in a reasonable time, normally 30 days.

Alternatively you can contact your intermediary:

Data Protection Officer, Ornella Underwriting Limited, The Bushels, Cornmarket, Co. Wexford.

Tel: +353 53 91 80300

E-mail: [customerservices@ornellaunderwriting.ie](mailto:customerservices@ornellaunderwriting.ie)

If you are not satisfied with our response you can lodge a complaint to the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co Laois, R32 AP23.

Data Protection Notice valid from 01 July 2018

RSA

## **3. Your right to a cooling-off period**

You may cancel this Policy within 20 days of the start date or renewal date, without penalty and without giving a reason, by returning the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

#### **4. Insurance Act 1936**

In accordance with Section 93 of the Insurance Act 1936, all money that is paid or will be paid under this Policy will be paid in the Republic of Ireland.

#### **5. Using Your Van abroad**

Except for the Sections shown below, this Policy applies while You use Your Irish-registered van in Europe. Europe includes all EU member states and some others participating in the 'Green Card' system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule shows that they do:

Section 1, Sub-Section B – Driving other Vans

Section 2 – Loss of or Damage to Your Van

Section 10 – Breakdown Assistance.

#### **6. Vehicles registered outside the Republic of Ireland**

If We agree to insure a Van that is registered outside the Republic of Ireland, it is on the basis that You will re-register it here. We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Van while You are using it in the country where it is registered.

#### **7. Following an accident**

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident.

Never accept the blame or admit responsibility for an accident, or offer to pay for any damage. Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Van and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline within 24 hours of any event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself.

## Accident Contact Numbers

You can contact Us on:

### Ornella Windscreen Assist

Republic of Ireland Telephone: (0)1 460 6905

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

### Ornella Accident Line

Republic of Ireland Telephone: 053 91 80333

Outside Republic of Ireland Telephone: +353 (0)53 91 80333

### Breakdown Assistance Helpline number

Republic of Ireland (this call is free): 1800 806 800

Northern Ireland: +353 (0)91 560670

For full details of Breakdown Assistance cover, refer to Section 10 – Breakdown Assistance. Please let Us know immediately about any event which could lead to a claim.

## 8. About the Insurers

This Policy is arranged by:

### Ornella Underwriting Limited

The Bushels

Cornmarket

Wexford

Telephone:

+353 (0)53 9180300

Email:

flexivan@ornellaunderwriting.ie

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

This Policy is underwritten by the Underwriters shown in Your Schedule.

## 9. Complaints

When things go wrong, You may wish to raise a complaint with Us.

For complaints relating to Section 10 – Breakdown Assistance, or Section 11 – Motor Legal Expenses, please refer to the individual Sections later in this booklet. For any other complaint, Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing within 5 days of receiving it;
- provide You with the name of the person or people who will be Your point of contact with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates on the progress of the investigation into Your complaint at least every 20 days; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.

If Your complaint has not been resolved after 40 working days, You can contact the Financial Services and Pensions Ombudsman (contact details below).

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

### **Making a complaint**

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) who You bought this Insurance Policy from.
<b>Step 2</b>	<p>If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:</p> <p>Customer Services Team Ornella Underwriting Ltd The Bushels Cornmarket Wexford Ireland</p> <p>Telephone: +353 (0)53 9180300 Fax: +353 (0)53 9180399 Email: <a href="mailto:customerservices@ornellaunderwriting.ie">customerservices@ornellaunderwriting.ie</a></p>
<b>Step 3</b>	If You are still not satisfied with how Your complaint has been dealt with, You can contact the Underwriter at the address shown in Your Schedule.
<b>Step 4</b>	<p>If Your complaint remains unresolved please contact:</p> <p>Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2 D02 VH29</p> <p>Phone: +353 (0)1 567 7000 email: <a href="mailto:info@fspo.ie">info@fspo.ie</a> website: <a href="http://www.fspo.ie">www.fspo.ie</a></p>

## B: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

### **Approved Repairer**

A Tradesperson or Company that We have approved and authorised to repair Your Van, after a claim.

### **Approved Windscreen Supplier**

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Van, after a claim.

### **Bodily Injury**

Physical damage to a person's body that was caused by a motor accident or incident.

### **Certificate of Motor Insurance**

The document We sent You when You bought or renewed this Policy, which proves that You have the current motor insurance You need by law.

### **Endorsement**

A change or addition to the terms of the Policy. Endorsements may be included in this document or sent to You separately.

### **Excess**

The amount You must pay towards the cost of any claim.

### **Fire Brigade Charges**

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Van, and / or
- remove the driver or Passengers from Your Van using cutting equipment.

### **Your Family**

If You are an individual, any of:

Your spouse,

A person with whom you are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010,

Your or Your spouse's brother, sister, aunt, uncle, niece or nephew

Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example your children or grandchildren).

### **Insured Person**

- You and anyone else You have given Us information about and that We have agreed to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance except a person in the motor trade driving Your Van for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Van for social, domestic, or leisure purposes, with Your permission;

- anyone who is inside, getting into, or getting out of Your Van, with Your permission;
- the owner of Your Van (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

## **Ireland**

The Republic of Ireland.

## **Light Commercial Vehicle**

A vehicle primarily designed for carrying goods of not more than 2,540 kgs (carrying capacity) that can legally be driven by a person holding a Class B driving licence, excluding quad bikes, agricultural vehicles, private Cars, and any Tool of Trade

## **Market Value**

The amount of money You would have got for Your Van if You offered it for sale at the time of the accident, loss or damage.

## **Partner**

Your husband, wife, or other person You are in a relationship with, who lives at the same address as You and shares financial responsibilities with You. This does not include business partners or associates.

## **Passenger**

Any person (other than the person driving) who is inside Your Van, or getting into or out of it.

## **Period of Insurance**

The period of time covered by this Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

## **Proposal Form / Statement of Fact**

The document completed and signed by You, or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on the truth of this information when agreeing to offer You this contract of motor insurance.

## **Schedule**

The document that We sent to You when You bought or renewed this Policy, which gives details of the cover You have.

## **Territorial Limits**

All Sections except Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses:

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

### Section 1 – Liability to Others (Third Parties)

In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Van is being used anywhere within the European Union, and in other countries that are members of the Green Card system.

### Section 2 – Loss of or Damage to Your Van

In addition to the territories shown above, this Section provides cover while Your Van is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during 1 or more journeys) in each Period of Insurance, which is shown in Your Schedule.

Please refer to Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses for the Territorial Limits that apply to those Sections.

### **Terrorism**

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

### **Tool of Trade**

Any vehicle, implement, or device used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering, or supporting any object or person.

### **Tracking Device**

A piece of equipment used for remotely establishing the location of Your Van that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

### **We, Us, Our**

The insurer for each Section in this Policy, as shown in Your Schedule.

### **You, Your**

The Policyholder named in Your Schedule.

### **Your Van**

A vehicle You have given Us details of and that We have agreed to insure.



# C: General Conditions

## I. Keeping to these conditions

- A. The information You gave Us in the Proposal Form or Statement of Fact declaration must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form or Statement of Fact forms the basis of this contract.
- B. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- C. You must inform Us of any relevant information or material facts that could affect either the premium (the cost of insurance) or Our decision to provide insurance – since the start date of Your Policy or since Your last renewal date (whichever is the most recent).
- D. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence, and must not have been disqualified from holding it.

## 2. Claims

### A. You, or any other person responsible for a claim under this Policy, must:

- (i) tell Us immediately about any event that could lead to a claim;
- (ii) immediately send Us unanswered any letter; claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
- (iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
- (iv) give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;
- (v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
- (vi) cooperate with anyone who acts on Our behalf; and
- (vii) do whatever You (or any other person insured under this Policy) can to protect Your Van and its parts or accessories.

### B. We may take any of the following actions:

- (i) take over, defend, or settle any claims in Your name or that of any other person covered by this Policy;
- (ii) We may take legal action in Your name or the name of any other person covered by this Policy to recover any payments We make but We will only take this action against a member of Your Family if it is lawful for Us to do so;
- (iii) recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy.

### **C. If at the time of a claim:**

- (i) You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- (ii) any other person covered by this Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

## **3. Cancellation and suspension of cover**

### **A. Cancellation by You**

#### **(i) Within the cooling-off period**

You may cancel this Policy within 20 days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Motor Insurance and the insurance disc to Us. We will refund the premium less a proportionate amount for the days You were insured by Us.

#### **(ii) Outside the cooling-off period**

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance, We will:

- keep any premium You paid in respect of these sections: Section 8 – Windscreen and Windows, Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses;
- work out a proportionate premium for the period that You were insured by Us, for the remaining Sections;
- deduct an administration fee of €25;
- deduct a further fee of up to €50 after the deduction of Our administration fee to be retained by Ornella Underwriting Limited; and
- refund You the balance of the premium You have paid, provided the balance is €25 or more.

### **B. Cancellation by Us**

We may cancel this Policy with 10 days' notice by writing to you at Your last known address. We will:

- work out a proportionate premium for the period that You were insured by Us; and
- refund the balance of the premium You have paid.

## **4. Suspension of cover**

You may request a suspension of Section 1 – Liability to Others (Third Parties) of Your Policy, if:

- You return Your Certificate of Motor Insurance and insurance disc to Us;
- cover is suspended for at least 30 consecutive days; and
- there has been no claim made or incurred by You in the current Period of Insurance.

We will refund You some of Your premium, based on the time Your Van is out of use.

The amount We refund may not be proportional to the period of suspension. Ornella Underwriting Limited may also deduct and retain an administration fee of up to €25.

However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of suspension.

## **5. Non-refundable premiums**

If You cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Sections:

- 8 – Windscreen and Windows
- 9 – Accidental Death
- 10 – Breakdown Assistance
- 11 – Motor Legal Expenses.

## **6. Transaction premiums and fees**

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more.

Ornella Underwriting Limited may charge and retain a fee of up to €30 for any transaction under this policy, or up to €50 for a cancellation transaction under Condition 3 A (ii) – Cancellation.

## **7. Temporary alterations**

If We agree in advance, the Van that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

## **8. Fraud**

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent (dishonest) claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money we have already paid in respect of such further claims.

## **9. Duty to take care**

Any person claiming cover under this Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Van in a roadworthy condition. While unattended, Your Van must be left locked. The ignition key must never be left with Your Van. You must allow us to examine Your Van.

## **10. Your interest in Your Van**

You must have an interest in Your Van. You have an interest in it if you would lose financially by having to repair or replace Your Van. You do not have an interest if you would not be at any loss if Your Van is lost or damaged.

## **11. Financial or Trade Sanctions**

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

## D: General Exceptions

- A.** Except where it is necessary to meet the requirements of Road Traffic legislation, We will NOT pay for:
1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
  2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
  3. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
  4. loss of or damage to any property, or for any indirect or consequential loss or expense, or for any legal liability directly or indirectly caused by, contributed to, or arising from
    - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel, or
    - (ii) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it;
  5. any consequence of war; revolution, or a similar event;
  6. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
  7. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airport, airfield, or military base, which is provided for
    - (i) the take-off or landing of aircraft and for the movement of aircraft on the ground, or
    - (ii) aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
  8. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
  9. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
- B.** We will NOT pay for:
1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
  2. any accident, injury, loss, damage or legal liability caused by a person we have not agreed to cover;
  3. any liability You have agreed to accept that You would not otherwise have been liable for.

# Section I: Liability to Others

## What is covered under this Section

### IA Driving Your Van

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Van, or
- damage to property belonging to other people as a result of an accident involving the use of Your Van. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €6,500,000.

### IB Driving other Vans

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section IA (above) that happen as a result of an accident involving Your use of any other Light Commercial Vehicle that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland;
- is being used by You with the owner's permission; and
- is not insured by another policy of motor insurance.

You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance.

### IC Compulsory insurance in the European Union and other countries

This Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom ([www.MIB.org.uk](http://www.MIB.org.uk)). The list changes from time to time. (Neither Ornella Underwriting Limited nor the Underwriters providing cover under this Policy have any control over the content of this website.)

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

### ID Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer; if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your care, if Your driving licence allows You to tow it.

## **IE Use by a member of the motor trade**

If Your Van is being used by a member of the motor trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section, and does not cover the person in the motor trade who is using it.

## **IF Loading and unloading**

We will cover any Insured Person while Your Van is being loaded or unloaded under the terms of this Section. Loading starts when the load is lifted clear of the ground or clear of equipment used to move the load (such as a pallet truck or trolley) in order to place the load in or on Your Van. Unloading is finished when the load is taken from Your Van and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Van.

## **IG Indemnity to principal**

We will cover a principal (a person or business that becomes liable for the negligent act of an Insured Person) under the terms of this Section if they do not have insurance under any other Policy covering that liability or a part of it, and if they keep to this Policy's terms and conditions as far as possible.

## **IH Application of Policy Limits**

If more than one Insured Person is entitled to cover under this Policy for the same incident, claims against You will be paid as a priority, up to the limit in IA above. Claims against other Insured Persons will then be paid until the limit in IA above is reached in respect of all claims, including Yours.

## **What is NOT covered under this Section**

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
7. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
8. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Van while it is being repaired or serviced;
9. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section.
10. loss or damage to any weighbridge, viaduct, road, or other surface or anything under the surface over which the insured vehicle is driven, caused by the weight or vibration of the insured vehicle;

11. loss, damage, or legal liability caused by pollution or contamination that is a result of a load seeping or spilling from, or shifting in, the insured vehicle;
12. any liability, loss, damage, or expense resulting from using the insured vehicle or any machinery attached to it as a Tool of Trade;
13. any liability, loss, damage, or expense caused while the insured vehicle or any trailer whether attached or not is being used to cook, prepare, sell, or serve any food or drink;
14. any liability, loss, damage, or expense caused while the insured vehicle or any trailer whether attached or not is being used as a mobile shop; or
15. any liability that arises because an Insured Person deliberately causes death, injury or damage

## Section 2: Loss of or damage to Your Van

If You have chosen Third Party, Fire and Theft insurance, all of the cover provided by this Section is limited to loss or damage caused by fire, or theft, or attempted theft.

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

**Your Schedule shows which covers, described below, apply to Your Policy.**

### **What is covered under this Section**

#### **2A Loss of or damage to Your Van**

We will pay for loss of or damage to Your Van, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

#### **2B Damage to other Light Commercial Vehicles You drive**

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

If You have this cover, the term 'Your Van' under the rest of this Section also means a Light Commercial Vehicle that You are driving.

We will pay, as if it was Your Van, for damage to any other Light Commercial Vehicle that You are driving but do not own, provided:

- A. the Light Commercial Vehicle You are driving is not under a hire-purchase, contract-hire, or lease agreement in Your name;
- B. You are covered to drive it under Section 1 – Liability to Others (Third Parties) of this Policy;
- C. it is a Light Commercial Vehicle with a market value of not more than €60,000;
- D. it is registered in, and being driven in, Ireland;
- E. You have the owner's permission to drive it;
- F. You are not a limited company, partnership, or similar entity unless we have agreed to allow a named individual to have this benefit;
- G. Your Van is still in Your possession and in a roadworthy condition;
- H. You are not using this Section to cover Your driving of a vehicle to secure its release from seizure by any government or public authority; and
- I. the Light Commercial Vehicle You are driving is not insured by another policy of motor insurance.

#### **2C Trailers**

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

If You have this cover, We will pay to repair or replace a trailer that You own and that You have given Us details of, provided that:

- A. You pay the compulsory Excess of €250, and any additional voluntary Excess that applies to Your Policy;
- B. the trailer is in Your custody, care and control;
- C. the trailer is fitted with an operational anti-theft device;



- D. the trailer is not a caravan, mobile home, trailer-tent, boat-trailer; concession trailer; or any trailer that is fitted with machinery or other equipment;
- E. the trailer was built by a professional trailer manufacturer; and
- F. if the cover You have chosen is Third Party, Fire and Theft, the cause of the loss or damage is by fire or theft only.

We will not pay for any property carried in (or on) the trailer. The most We will pay to repair or replace Your trailer is €2,500, or the amount You declared as the value of the trailer if this is lower.

## **2D New Van replacement** **Your Schedule shows whether You have this cover.**

For this cover to apply, You must insure Your Van for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Van that happens within 12 months of its registration as a new vehicle, We will replace it with a new Van of the same make and model, provided that:

- A. the same make and model of Van is available in Ireland;
- B. You are the original and only owner of Your Van from new;
- C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair; reinstatement or replacement is more than 60% of the current list price in Ireland of Your Van when new; and
- D. Your Van had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement Van of the same make, model and specification is not available, or if Your Van was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Van, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Van when You bought it, less 10%.

## **2E Loss of or damage to Your Van in the European Union and other countries**

This Policy applies for the aggregate period (the combined number of days You were abroad during one or more journeys) shown in Your Schedule, while Your Van is in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Motor Insurers' Bureau of the United Kingdom ([www.MIB.org.uk](http://www.MIB.org.uk)). The list changes from time to time. (Neither Ornella Underwriting Limited nor the Underwriters giving cover under this Policy have any control over the content of this website.)

## **2F Courtesy van**

### ***Your Schedule shows whether You have this cover.***

If You have this cover, We will provide You with a free courtesy van of the smallest class available up to the maximum number of days shown in Your Schedule, while Your Van is at an Approved Repairer, or is being treated as a total loss (written off), and so is not being repaired. This cover only applies if You use an Approved Repairer.

## **2G Towing and storage charges**

If You ask Us first, and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Van by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Van anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Van for up to 4 days while it is waiting to be repaired or otherwise dealt with.

## **2H Signage**

### ***Your Schedule shows whether You have this cover.***

We will pay up to the amount shown in Your Schedule in each Period of Insurance to replace lost or damaged signage in or on Your Van. Providing You are not claiming for any other loss or damage, We will not apply a Policy Excess and You will not lose any No Claims Discount.

## **2I Refrigeration**

### ***Your Schedule shows whether You have this cover.***

We will pay up to the amount shown in Your Schedule in each Period of Insurance to replace a lost or damaged refrigeration unit in or on Your Van. Providing You are not claiming for any other loss or damage, We will not apply a Policy Excess and You will not lose any No Claims Discount.

## **What is NOT covered under this Section**

We will NOT pay:

1. for the Policy Excesses as stated in Your Policy document or Schedule;
2. for loss in value, wear and tear, or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either
  - (i) the current Market Value of Your Van at the time of the loss or damage, or
  - (ii) the most recent value of Your Van that You gave Us as shown in Your Schedule
6. more than the lower of either
  - (i) €650, or
  - (ii) 5% of the most recent value You gave Us for Your Van as shown in Your Schedule, for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Van or did not come with Your Van when new;

7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;
8. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
9. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
10. for any reduction in Your Van's value because it has been damaged or repaired;
11. for the cost of hiring another vehicle;
12. for loss or damage caused by:
  - (i) theft or attempted theft of Your Van by a member of Your Family, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
  - (ii) any other means by a member of Your Family, if the family member causing the damage has insurance that covers their liability to You for the loss or damage.
13. for loss of or damage to Your Van's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
14. for loss or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured, or left in (or on) Your Van while it is unattended;
15. for loss or damage from using Your Van in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
16. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;
17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
18. for indirect loss, such as travel costs or loss of earnings;
19. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
21. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
22. more than €60,000 for loss or damage caused by theft or attempted theft, unless Your Van is fitted with an operational Tracking Device;
23. for any loss or damage if You do not immediately report the theft of Your Van to the Gardai or local police, and to the monitoring service if Your Van is fitted with any monitored security device including a Tracking Device;
24. for loss or damage costing more than €75,000, unless We have agreed to provide cover for a higher amount;
25. for loss caused by deception by a supposed purchaser and / or their agent(s);
26. for additional loss or damage caused by moving or recovering Your Van after it was damaged; or
27. For damage caused when Your Van is being repossessed
28. for up to 50% of your claim under this section after we deduct any excesses, if the appropriate roadworthiness certificate (for example the Certificate of Road Worthiness (CRW)) for it has expired between 6 and 12 months, or up to 75% if the roadworthiness certificate has expired over 12 months, at the time Your Van was lost or damaged.

29. any claim for loss by theft if the keys or lock / ignition operating devices for Your Van are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys.

### **Excesses**

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For any accidental or malicious damage claim under this Section the Excess will be:

- the amount shown in Your Schedule as the standard Excess PLUS
- the amount of additional Excess shown in Your Schedule PLUS
- €400 if the driver of Your Van is aged 24 or under, aged 80 or over, or does not hold a full driving licence PLUS
- €250 if You do not use one of Our Approved Repairers to repair Your Van

### **How We deal with and pay claims under this Section**

#### **Repairing Your Van**

- A. Unless We are treating Your Van as a total loss (a write-off), We can choose to:
- (i) pay You an amount to repair it;
  - (ii) pay a repairer to repair it;
  - (iii) pay an amount to the owner, if that is not You, or to the owner described in a hire-purchase or contract-hire agreement; or
  - (iv) replace Your Van, or any part or accessory from it.
- B. The most We will pay is the lesser amount of either:
- (i) the Market Value of Your Van, less the Excess, and less the value of any remains of Your Van;
  - (ii) the amount which You insured Your Van for, less the Excess, and less the value of any remains of it; or
  - (iii) the cost of repairing Your Van, less the Excess.
- C. If any lost or damaged part or accessory is no longer available, the most We will pay is:
- (i) the cost shown in the manufacturer's last price list, and
  - (ii) the reasonable cost of fitting.

#### **Writing-off Your Van**

- A. If We are treating Your Van as a total loss (writing-off Your Van), We can choose to:
- (i) give You an amount to replace Your Van;
  - (ii) pay an amount to the owner, if that is not You, or to the owner described in a hire-purchase or contract-hire agreement; or
  - (iii) replace Your Van.
- B. The most We will pay if We are writing-off Your Van will be the lesser of either:
- (i) the Market Value of Your Van, less the Excess, and less the value of any remains of it, or
  - (ii) the amount You insured Your Van for, less the Excess, and less the value of any remains of it.

- C. Before We pay Your claim, You must send Us:
- (i) Your Certificate of Motor Insurance;
  - (ii) Your insurance disc;
  - (iii) the vehicle registration document;
  - (iv) any certificate of roadworthiness, such as a National Car Test certificate (NCT) or commercial Certificate of Roadworthiness (CRW), if Your Van is required to have one by law;
  - (v) Your Van's keys; and
  - (vi) any documents We ask for.

The remains of Your Van will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Van will be deducted from the money We are due to pay You.

### **Settling claims for theft**

We will treat Your Van as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Van keys and all the documentation We ask for when You make Your claim. If Your Van is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Van is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately.

If Your Van has not been found after 28 days, We will treat it as a total loss (a write-off).

## Section 3: No Claims Discount

### No Claims Discount (NCD)

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow

If You insure more than 1 vehicle with Us, You earn the No Claims Discount on each one separately.

We will not discount any premiums for cover under Sections 8 – Windscreen and Windows, Section 9 – Accidental Death, Section 10 – Breakdown Assistance, and Section 11 – Motor Legal Expenses.

Any payment We make for fire or theft under Section 2 – Loss of or Damage to Your Van, under 8 – Windscreen and Windows, or under Section 9 – Accidental Death will not affect Your No Claims Discount.

If You make a claim, Your No Claims Discount will be reduced to zero at the next renewal unless You have a Policy with one of Our No Claim Discount Protection options (see below).

### Other claims-free driving discounts

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your policy if you have a claim during the Period of Insurance

### Our uninsured driver promise

If You make a claim for damage to Your Van that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number, make and model of the vehicle that hit You, as far as You know. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident that You know about.

## **A Fully Protected No Claims Discount**

### ***Your Schedule shows whether You have this cover.***

If You have this cover, and if there are up to 2 claims in a consecutive 3-year period, Your existing No Claims Discount years allowed will not change.

If there is a third claim in a consecutive 3-year period, the No Claims Discount years allowed will be reduced to zero.

While the number of No Claim Discount years allowed will not change, the percentage discount that each year represents may change and Your premium may still increase following such claims.

**B Step Back No Claims Discount**  
***Your Schedule shows whether You have this cover.***

If You have this cover and a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

<b>No Claims Discount years at the time of a claim</b>	<b>Step Back No Claims Discount years allowed at the next renewal</b>
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or less years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.

## Section 4: Medical Expenses

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

If You have this cover We will pay medical expenses up to the amount shown in Your Schedule in respect of each person injured if Your Van is involved in an accident, provided there is no cover in force under another Policy.

## Section 5: Theft of Tools

**Your Schedule shows whether You have this cover**

If You have this cover We will pay up to €500 in total to replace Your professional tools if Your Van is stolen and missing for at least 6 hours with Your tools in it. You must pay the first €25 of any claim under this section.

A claim under this section will not affect Your No-Claims Discount.

### **What is NOT covered under this section**

We will not pay:

1. for any Value Added Tax (VAT) You can recover;
2. anything if Your Van was not taken away at the same time the tools are stolen;
3. more than €500 in total;
4. more than €250 for any one tool, tool set or part of a tool;
5. more than €100 for any one tool, tool set or part of a tool if You do not have proof of purchase of it;
6. for more than one claim under this section in each Period of Insurance;
7. anything unless you are also making valid claim for the theft of Your Van under Section 2 of this policy arising from the same incident of theft;
8. anything if you do not report the theft to the Gardai or appropriate police force;
9. for tools that do not belong to You;
10. for tools that are not in keeping with the last occupation You declared to Us;
11. for computers, laptops, tablets or mobile phones, or any software on any of them; and
12. for any tools that are covered under any other insurance policy.

All limits in this section include Value Added Tax (VAT) but We will exclude VAT if You can recover it, when We pay your claim.



## Section 6: Replacement Locks

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

### **What is covered under this Section**

If the keys of Your Van are lost or stolen, We will pay up to the amount shown in Your Schedule

- to replace the keys, and
- if the keys could be in the possession of a person who knows where You keep Your Van, to replace or re-code locks and alarms.

### **What is NOT covered under this Section**

We will NOT pay:

1. if the keys are stolen by deception or fraud or taken by a member of Your household;
2. if the keys are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Van.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 7: Fire Brigade Charges

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

### **What is covered under this Section**

If You have this cover, We will pay up to the amount shown in Your Schedule if You are liable to pay charges made by a fire authority to:

- A. control or put out a fire in (or on) Your Van, providing You are also making a valid claim under Section 2 – Loss of or Damage to Your Van of this Policy for the same incident, and / or
- B. remove the driver or Passengers from Your Van using cutting equipment.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

## Section 8: Windscreen and Windows

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

**We operate an Approved Windscreen Supplier through Allglass Windscreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.**

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone:

Republic of Ireland Telephone: (0)1 460 6905

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

### **What is covered under this Section**

If You have this cover, We will pay up to the amount shown in Your Schedule to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Van, provided that You use Our Approved Windscreen Supplier (Allglass).

### **What is NOT covered under this Section**

We will NOT pay for:

1. more than €500 in total for windscreen / window breakage claims during any Period of Insurance;
2. more than 2 windscreen / window breakage claims during any Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
4. damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass;
5. damage to the mechanical or electrical window-winding mechanism;
6. damage caused by wear, tear or negligence;
7. damage caused by Your own deliberate actions;
8. the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Van;
9. any extra cost of glass, including the cost of importing it from outside the European Union;
10. glass or perspex that is an integral part of a removable canopy or hood;
11. any amount over the value of the broken glass;
12. any more than the Market Value of Your Van, or the amount You insured it for if less; or
13. any breakage or repair You notify Us about more than 90 days after it happened.

*Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass for windscreens, window glass, and repairs to glass. You can get this by calling Ornella Windscreen Assist on the number given above and quoting Your current Ornella Insurance Policy number.*

A claim made under this Section will not affect Your No Claims Discount.

# Section 9: Accidental Death

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

## Definitions within Section 9 – Accidental Death

Words shown in bold type in the table below have the meaning given to them below wherever they may appear in this Section only.

<b>Accident</b>	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
<b>Death</b>	Death resulting solely and independently of any other cause, from an identifiable physical injury caused by an Accident involving an Insured Vehicle occurring within 12 months of the date of the Accident.
<b>Insured Person</b>	The person named as the Policyholder in the Schedule of Insurance, or any other named person whose details have been supplied to Us (where an additional Premium has been paid and We have accepted instructions to cover that person). NOTE: only people aged 25 or over and under 75 at the start of the Period of Insurance can be insured.
<b>Insured Vehicle</b>	Any motor vehicle in which an Insured Person is travelling at the time of an Accident, anywhere in the world, other than those vehicles that are specifically excluded under 'What is not covered', below.
<b>Period of Insurance</b>	The Period of Your Associated Policy which starts and ends at the same time as this Policy, and does not exceed 12 months.
<b>Premium</b>	The money that You must pay for insurance cover under this Section. This Premium is paid at the start of Your Associated Policy as a single one-off payment.
<b>We, Us, Our</b>	The insurer for this Section named in Your Schedule.
<b>You, Your</b>	The person who has taken out the Associated Policy and who is named as the Policyholder in Your Schedule.

## What is covered under this Section

### A. Accidental Death

In the event of an Accident involving an Insured Vehicle, and where such an Accident is the sole cause of the Death of an Insured Person, We will pay a benefit of the amount shown in Your Schedule to the Insured Person's executors or administrators.

**B. Accumulation of benefits**

In the event that We insure the same Insured Person under more than one Accidental Death Insurance Policy arranged by Ornella Underwriting Limited, We will not pay accumulated benefits under all such Policies. We will pay a total benefit of 125% of the highest amount shown in Your Schedules for that Insured Person.

**What is NOT covered under this Section**

- A.** Death resulting from an Accident while the Insured Person is travelling in (or on) any of the following types of vehicles:
1. motorcycles, quad bikes, golf-buggies, or ride-on lawn mowers;
  2. tractors, combine-harvesters, or other agricultural vehicles, machinery or equipment;
  3. mobile plant, machinery or equipment;
  4. buses or motor coaches;
  5. any vehicle with a carrying or towing capacity of more than 3 tons; or
  6. any vehicle not licensed for road use.
- B.** Death resulting from an Accident while the Insured Person is driving a taxi or other vehicle for the sole purpose of transporting fare-paying Passengers.
- C.** Death in any way contributed to or caused by:
1. the Insured Person engaging in a sport, pastime or activity of a hazardous (dangerous) nature, including motor racing, rallies, competitions, speed tests or the like;
  2. the suicide or deliberate acts of the Insured Person, or the Insured Person being seriously mentally ill;
  3. a criminal act by You or the Insured Person;
  4. the Insured Person being under the influence of alcohol or drugs at the time of an Accident involving an Insured Vehicle where
    - (i) the Insured Person is driving the Insured Vehicle, or
    - (ii) where the intoxication of the Insured Person by alcohol or drugs contributes directly to the Accident;
  5. war; invasion, the actions of a foreign enemy, hostilities (whether war be declared or not), civil war; rebellion, insurrection, or military or usurped power or any act of Terrorism; or
  6. sickness disease mental infirmity or emotional or psychological trauma, even if it results from medical or surgical treatment of an identifiable injury caused by an Accident.

**Claims**

Notice must be given to Us as soon as reasonably possible in the event of the Death of an Insured Person resulting from (or alleged to have resulted from) an Accident. The following documents must be produced before the benefit under this Policy can be paid:

- Death Certificate
- Garda Report
- Coroner's Reports.

If the Insured Person's representatives wish to make a claim under this Policy, they should contact Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford, Ireland or telephone +353 (0)53 91 80333.

### **Fraud**

Any fraud, concealment, or deliberate mis-statement made by You (or known to You) will render the whole Insurance contract null and void. This means that You will not be insured. In addition, it means You will have to pay back any money that We have paid to You or any other Insured Person, or that We may have to pay in law.

Any such fraud, concealment, or deliberate mis-statement by an Insured Person, either in the Proposal Form or Statement of Fact on which this Insurance is based (or in relation to any other matter affecting this Insurance or in connection with the making of any claim), but that You did not know about, shall render this Insurance null and void in respect of the Insured Person in question.

### **Your cancellation rights**

If no claim has been made or incurred under this Policy, You may cancel it within 20 days of receiving the Policy terms and conditions.

### **Governing law**

This Policy will be interpreted in accordance with and governed by the law of the Republic of Ireland and the parties will submit to the non-exclusive jurisdiction of the courts of the Republic of Ireland, unless We make a written agreement saying otherwise before We issue this Policy to You.

### **Complaints procedure – Our objectives**

- To address reported customer dissatisfaction quickly, courteously, and effectively.
- To ensure a fair and equitable resolution to any complaint.
- To retain customer confidence and respect.
- Where appropriate, to update Our procedures to avoid any reoccurrence of the problem.
- To achieve a situation where Our customers feel that We have properly addressed their complaint.
- To do Our utmost to resolve any complaint as efficiently and effectively as possible.

Our complaints handling procedure (below) outlines what We do in the event of a complaint.

### **Complaints procedures**

- Ornella Underwriting Limited (Ornella) will establish and maintain a complaints file for each formal complaint together with a full record and all details relevant to the investigation of the complaint. All complaint records will be kept for 6 years.
- When a complaint is received, Ornella will record the details and issue an acknowledgement letter within 5 working days. The letter will contain a copy of Our complaints procedures. The complainant will be given the name of one or more people who will be their point of contact regarding the complaint until the complaint is resolved or cannot be progressed any further.

- Within 10 days of receiving the complaint, Ornella will inform the complainant of its decision in writing, based on the outcome of the investigation. This is not a final response letter. It will advise the complainant that they can refer the complaint to the Underwriter, as shown in Your Schedule, who will investigate and assess the complaint and provide the complainant with a final response.

If You are dissatisfied with the final response from the Underwriter; You may refer Your complaint to the:

Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Phone: +353 (0)1 567 7000  
email: [info@fspo.ie](mailto:info@fspo.ie)  
website: [www.fspo.ie](http://www.fspo.ie)

# Section 10: Breakdown Assistance

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

You may still ask Us to provide breakdown assistance if it is not covered by this Section, but it will be provided at Your own expense.

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

**MAPFRE ASSISTANCE Breakdown Assistance is a 24 hour emergency breakdown and accident recovery service. It is there to assist You in Your time of need. The assistance provided is at The Company's discretion, as it will depend on availability at the time of the breakdown assistance request.**

## Requesting Assistance

If You need assistance, please telephone the Breakdown Assistance line on:

**Republic of Ireland: 1800 806 800**  
**Northern Ireland: 00 353 91 560670**

Please have the following information to hand when You call:

- Your exact location;
- the registration number of Your Van;
- Your Policy number;
- a telephone number where You can be contacted; and
- a description of the problem.

## CUSTOMER CARE

If You need to make a complaint about this part of Your Policy, please write to the Insurer for this Section shown in Your Schedule

If We cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

Financial Services and Pensions Ombudsman  
Lincoln House,  
Lincoln Place,  
Dublin 2  
D02 VH29

Phone: +353 (0)1 567 7000  
email: [info@fspo.ie](mailto:info@fspo.ie)  
website: [www.fspo.ie](http://www.fspo.ie)

Contacting the Financial Services and Pensions Ombudsman does not affect Your other legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

## Definitions relating to Section 10 – Breakdown Assistance

<b>You, Your</b>	Any Insured Person who is driving Your Van with Your knowledge and consent, and who resides in the Republic of Ireland.
<b>We, Us, Our</b>	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A., trading as 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
<b>Passengers</b>	All non-fare paying Passengers (excluding hitch-hikers) being legally transported in Your Van at the time assistance is required.
<b>Territorial Limit</b>	The Republic of Ireland and Northern Ireland.
<b>Period of Cover</b>	The period between the start date and expiry date shown on the Schedule of Insurance relating to Your Van.
<b>Recovery Provider</b>	Any representative of Ours whom We appoint to assist You.

You are covered for the assistance services in this Section for a **maximum of 3 breakdowns** during the Period of Cover. If You have Comprehensive cover, and if You first ring the emergency helpline, We will provide the following benefits:

### What is covered under this Section

If Your Van is immobilised as a result of a mechanical or electrical breakdown, or fire, theft, or any attempted theft, malicious damage, punctures, or as a result of keys being lost, stolen, broken in the lock or ignition, or locked in Your Van, We will arrange and pay for:

<b>Labour</b>	One hour's free labour If Your Van is broken down more than 2 kilometres away from the registered address on the policy. Repairs carried out at the Recovery Provider's premises are not covered.
<b>Towing</b>	Towing Your Van to the nearest garage capable of effecting repairs or garage of Your choice, whichever is closer.
<b>Onward travel or accommodation arrangements</b>	If repairs cannot be completed where Your Van broke down, We will assist You to make onward travel or overnight accommodation arrangements at Your expense.
<b>Message relay</b>	We will pass on 2 urgent messages for You.



## Conditions

1. You must use the emergency helpline numbers provided to call for assistance.
2. You must give the Policy number when calling for assistance.
3. In the event of cancellation of the Policy by the Insured after 14 working days from the start date, no return of premium shall be allowed in respect of the Assistance portion of the premium.
4. Assistance will only be provided within the Territorial Limit.
5. You must be with Your Van when the Recovery Provider arrives. If You are not with Your Van then Our Recovery Provider cannot assist, and any subsequent assistance will be at Your own cost.
6. We may refuse assistance if:
  - A. You appear intoxicated;
  - B. Your Van is in an inaccessible or off-road location;
  - C. Your Van cannot be transported safely, legally, and without hindrance, using a standard car transporter and equipment;
  - D. Your Van has been modified for or is taking part in racing, trials, rallying, criminal conduct or the like;
  - E. Your Van 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. Your Van must be kept in good mechanical order and roadworthy condition, and be regularly serviced.
8. If We have to make a forced entry to Your Van because You are locked out, You must sign a declaration accepting that Our Recovery Provider will not be responsible for any damage caused.
9. Any fault with Your Van must be rectified immediately. We will not pay for recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
10. Your Van must be not more than 10 years old at the time cover was applied unless We agree to cover it.
11. We will not arrange for or incur any additional cost to transport pets or other animals carried in Your Van.
12. If You cancel an assistance, You are not eligible for another call out for that assistance.
13. The breakdown location must be more than 2 kilometres away from the registered address on the policy for roadside assistance benefits to apply.
14. This contract is subject to Irish Law.
15. The language used in this and all other documents relating to this Section is English. All future communications, both verbal and written, will be in English.
16. It will be the responsibility of the Insured to arrange and pay for alternative transport for any commercial load carried within the Insured vehicle, if the vehicle has to be towed.

## What is NOT covered under this Section

We will NOT pay for:

1. We will not pay for any consequential loss arising from using the assistance services;
2. expenses that You can get back from any other source;
3. Any breakdown assistance requests where Your Van is carrying more Passengers or is carrying or towing more weight than it was designed to;

4. Any breakdown assistance requests arising directly from the unreasonable driving of Your Van on unsuitable ground;
5. Breakdown assistance requests arising from any accident or breakdown brought about by an avoidable or wilful or deliberate act carried out by You;
6. the cost of repairing Your Van, other than outlined in the benefits above;
7. The cost of any parts, tyres, keys, lubricants, fluids or fuel;
8. Any breakdown assistance requests caused by lubricants, fluids, fuel or other flammable materials, explosives, or toxins transported in Your Van;
9. 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;
10. providing assistance as a result of Your Van running out of fuel, or the use of incorrect fuel;
11. any winching costs or specialist equipment, including (but not limited to) any vehicle or equipment used (other than a standard recovery vehicle) to move Your Van if it has left the road, overturned, or is without wheels;
12. loss of or damage to the contents of Your Van; or
13. providing the fourth or subsequent assistance in any Period of Cover.
14. towing Your Van to an open repairer's garage if the chosen repairer's garage is closed.
15. Breakdown assistance requests if You knowingly provide false or misleading information.
16. In the event of the policyholder's vehicle being taken to their normal place of residence or location of their choice, no further recovery/assistance arising from the same breakdown will be provided.

For 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

## **Data Protection**

We will need to obtain personal information from you to provide you with the policy of insurance.

This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover; including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;

- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway.  
Or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

We disclose your personal information to third parties where:

- it is necessary for the performance of your insurance policy;
- if you have given your consent; or
- if such disclosure is required or permitted by law.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

### **Insurance Act 1936**

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

### **Stamp Duties Consolidation Act 1999**

We will pay the appropriate stamp duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

# Section I I: Motor Legal Expenses

## **Your Schedule shows if You have this cover**

This insurance is underwritten by the Underwriter for this Section shown in your Schedule and administered by us on their behalf. This section has separate terms and conditions.

To access any of the benefits provided by this section please call

**INSURED INCIDENT HELPLINE: 0818 670 747**

**LEGAL ADVICE HELPLINE: 0818 670 747**

**COUNSELLING HELPLINE: 1800 670 407**

Please note that all calls made to and from the Insurer may be recorded for training and quality purposes.

## **What is covered under this Section:**

We will pay an amount up to €130,000 per claim arising at the same time or from the same originating cause for insured incidents described below as long as

- the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- any legal proceedings will be dealt with by a court or other body which we agree to in the territorial limit; and
- in civil claims it is always more likely than not an insured person will recover damages (or other legal remedy) or make a successful defence.

If a representative is appointed by us, we will pay the legal costs.

For insured incidents involving the death of or injury to an insured person we will pay the application fee required by the injuriesboard.ie (IB).

For all insured incidents we will help in appealing or defending an appeal provided that the insured person tells us that he or she wants us to appeal within the statutory time limits allowed. Before we pay any legal costs for appeals, we must agree that it is more likely than not that the appeal will succeed.

## **Insured Incidents**

### **A. ACCIDENT LOSS RECOVERY AND PERSONAL INJURY**

Legal costs incurred to recover uninsured losses after an event which:

- causes damage to the insured vehicle or to personal property in it; or
- injures or kills an insured person while he or she is in or on the insured vehicle; or
- injures or kills you while you are driving another motor car or motor cycle; or
- injures or kills you or any member of Your Family (who always live with you) as a passenger in a motor vehicle, a cyclist or a pedestrian.

### **B. MOTOR LEGAL DEFENCE**

Legal costs incurred to defend an insured person's legal rights if they are prosecuted for an offence other than parking connected with the use or driving of an insured vehicle.

## **C. MOTOR CONTRACT DISPUTES**

Provided you have entered into the agreement during the period of insurance, legal costs incurred in respect of a dispute arising from an agreement which you have for buying, selling, hiring or insuring an insured vehicle or its spare parts or accessories or the service, repair or testing of an insured vehicle.

### **Helpline**

#### **Legal Advice**

We will give the insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland and the United Kingdom. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser:

However, if this is not possible they will arrange a call back at a time to suit the insured person.

Our legal advisers provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, we will refer the insured person to one of our specialist advisers. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call the insured person back.

#### **Counselling Service**

We will provide an insured person with a confidential counselling service over the phone if they are aged 18 years or over (or aged between 16 and 18 and in full-time employment) including, where appropriate, onward referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by us.

Please do not call this helpline to report an accident or claim

#### **What is not covered**

##### **We will not pay**

1. A claim where the insured person has failed to notify us of the insured incident within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that we have agreed to) or of making
2. a successful defence;
3. any legal costs that are incurred before we agree to pay them;
4. any claim if the insured vehicle being used by anyone who does not have valid motor insurance;
5. fines, damages or other penalties which an insured person is ordered to pay by a court or other authority;
6. any claim if the use of an insured vehicle by an insured person was for hire or reward or in connection with the motor trade;

7. any disagreement with us that is not in Condition 8
8. the cost of obtaining a medical report when registering a claim with the injuriesboard.ie (IB);
9. costs for any legal action an insured person takes which we or the representative have not agreed to or where the insured person does anything that hinders us or the representative;
10. legal costs arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions;
11. to assist with a contract dispute concerning an amount of €150 or less;
12. any claim relating to the amount payable under an insurance policy;
13. for any insured incident if the date of occurrence is before or after the period of insurance;

## Definitions

In this section only the following words have these meanings wherever they appear:

### date of occurrence

- (a) For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date you or an insured person first became aware of it.)
- (b) For motoring offences, the date of the motor offence an insured person is alleged to have committed. If there is more than one offence arising at different times, the date of occurrence is the date an insured person began, or is alleged to have begun, to break the law.

injuriesboard.ie (IB) An independent statutory government body which assesses the amount of compensation due to a person who has suffered a personal injury.

<b>insured person(s)</b>	You, and any passenger or driver who is in or on the insured vehicle with your permission. Anyone claiming under this policy must have your agreement to claim.
<b>insured vehicle</b>	The vehicle (below 7.5 tonnes total vehicle weight) specified in the motor insurance policy issued with this policy. It also includes any caravan or trailer attached to this vehicle.
<b>Legal costs</b>	All reasonable and necessary costs charged by the representative on a party/party basis. Also the costs incurred by opponents in civil cases if an insured person has to pay them or pays them with our agreement.
<b>Period of insurance</b>	The period for which we have agreed to cover you as shown in your policy schedule
<b>Representative</b>	The lawyer, or other suitably qualified person, who has been appointed by us to act for an insured person in accordance with the terms of this policy.

<b>Territorial limit</b>	<p><b>For insured incident A:</b> Accident loss recovery and personal injury: the European Union, the United Kingdom, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland, and Turkey.</p> <p><b>For insured incidents B and C:</b> Motor legal defence and 3 Motor contract disputes: the Republic of Ireland.</p>
<b>Uninsured losses</b>	Losses which an insured person has incurred as a result of a road traffic accident which was not their fault, and which are not covered under the motor insurance policy issued with this section.
<b>We, Us, Our</b>	ARAG Legal Protection Limited on behalf of ARAG Insurance Company Limited, Europa House, Harcourt Centre, Harcourt St., Dublin 2 or the insurer shown on your schedule if different
<b>You, Your</b>	The person who has taken out this policy. If this policy is in the name of a firm, the person named as the main driver of the vehicle.

### Conditions that apply to this section

Conditions that apply to this section

1. An insured person must:
  - a. keep to the terms and conditions of this section;
  - b. try to prevent anything happening that may cause a claim;
  - c. take reasonable steps to keep any amount we must pay as low as possible;
  - d. send everything we ask for, in writing;
  - e. give us full in writing of any claim as soon as possible and give us any information we need.
2.
  - a. We can take over and conduct in the name of an insured person, any claim or legal proceedings at any time. We can negotiate any claim on behalf of an insured person.
  - b. An insured person is free to choose a representative (by sending us a suitably qualified person's name and address) if:
    - i. we agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
    - ii. there is a conflict of interest We may choose not to accept an insured person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of representative in these circumstances, the insured person may choose another suitably qualified person.
  - c. In all circumstances except those in 2 above, we are free to choose a representative.
  - d. Any representative will be appointed by us to represent the insured person according to our standard terms of appointment. The representative must co-operate fully with us at all times.
  - e. We will have direct contact with the representative.
  - f. An insured person must co-operate fully with us and the representative and must keep us up to date with the progress of the claim.
  - g. An insured person must give the representative any instructions that we require.

3.
  - a. An insured person must tell us if anyone offers to settle a claim.
  - b. If an insured person does not accept a reasonable offer to settle a claim, we may refuse to pay any further legal costs.
  - c. We may decide to pay the insured person the amount of damages that the insured person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. An insured person must:
  - a. tell the representative to have the legal costs taxed, assessed or audited, if we ask for this;
  - b. take every step to recover legal costs that we have to pay, and must pay us any legal costs that are recovered.
5. If the representative refuses to continue acting for an insured person with good reason, or if an insured person dismisses the representative without good reason, the cover we provide will end at once, unless we agree to appoint another representative.
6. If an insured person settles a claim or withdraws it without our agreement, or does not give suitable instructions to a representative, the cover we provide will end at once and we will be entitled to reclaim from you legal costs we have paid.
7. Apart from us, you are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it.
8. If there is a disagreement between the insured person and us about the handling of a claim and it is not resolved through our internal complaints procedure the insured person can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from [www.fspo.ie](http://www.fspo.ie). Alternatively there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by the insured person and us. If there is a disagreement over the choice of arbitrator; we will ask the Chartered Institute of Arbitrators to decide.
9. We may require the insured person to get, at their own expense, an opinion from an expert, that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between the insured person and us. Subject to this we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured person will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.
10. We will, at our discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or we will not pay the claim if:
  - a. a claim the insured person has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this section did not exist.
12. This policy will be governed by Irish Law. All acts of the Oireachtas within this section wording shall include any amendment or replacement legislation.



## **Data protection**

To comply with the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto) we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

## **Who we are**

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

ARAG Legal Protection Limited is a coverholder of the insurer ARAG Insurance Company Limited, an Irish Branch of ARAG Allgemeine Versicherungs-AG. ARAG Insurance Company Limited is authorised and regulated by the Federal Financial Supervisory Authority, BaFin (firm reference number VU5455), the regulatory authority in Germany, and is regulated by the Central Bank of Ireland for Conduct of Business rules.

ARAG Legal Protection Limited has a Data Protection Officer who can be contacted through [info@arag.ie](mailto:info@arag.ie) or by mail through the address shown in your schedule.

## **How we will use your information**

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the ARAG Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the Gardaí and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering.

Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning ARAG. A copy is also accessible and can be downloaded via our website.

## **What is our legal basis for processing your information?**

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

## **How long will your information be held for?**

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at [info@ARAG.ie](mailto:info@ARAG.ie)

## **What are your rights?**

You have the following rights in relation to the handling of your personal data:

You have the right to access personal data held about you

You have the right to have inaccuracies corrected for personal data held about you

You have the right to have personal data held about you erased

You have the right to object to direct marketing being conducted based upon personal data held about you

You have the right to restrict the processing for personal data held about you, including automated decision-making

You have the right to data portability for personal data held about you

Any requests, questions or objections should be made in writing to the Data Protection Officer:

### **Data Protection Officer**

**ARAG Legal Protection Limited**

**Europa House Harcourt Centre Harcourt Street Dublin 2**

**D02 WR20**

Or via email: [info@ARAG.ie](mailto:info@ARAG.ie)

## **How to make a complaint**

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Office of the Data Protection Commissioner for a decision. The Data Protection Commissioner can be contacted at:

**Data Protection Commissioner Canal House**

**Station Road Portlarlinton R32 AP23**

**Co. Laois**

**[www.dataprotection.ie](http://www.dataprotection.ie)**

## Section 12: Endorsements

### **027 Restriction of cover for Drivers under 25 years of age**

We will not be liable under Section 2 – Loss of or Damage to Your Van of this Policy while Your Van is being driven by, or is in the charge of (for the purpose of being driven by), any person under 25 years of age.

### **031 Restriction of cover for Drivers holding a Provisional Licence or Learner Permit**

We will not be liable under Section 2 – Loss of or Damage to Your Van of this Policy while Your Van is being driven by, or is in the charge of (for the purpose of being driven by), any person who holds a provisional licence or learner permit.

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

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## **Issue CV 2022 06 PE**

### **Ornella Underwriting Ltd.**

The Bushels, Cornmarket, Wexford.

**t** 053 91 80300 **f** 053 91 80399

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