

# MOTOR POLICY



# **Motor Insurance Policy**

**FOR PRIVATE, COMMERCIAL &  
SMALL PUBLIC SERVICE VEHICLES**

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Please note that *your Contract* with us and from which *your Policy* has been prepared is based upon the information on the *Proposal Form/Statement of Fact*. *Your contract* is made up of the *Proposal Form/Statement of Fact*, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and Insurance Disc. *You* should carefully read these documents and contact *your Broker* if any of the information is incorrect or if *you* have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

07/2009

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## Important Information

Please read this *Policy*, the *Schedule* (including *Endorsements*) and the *Certificate of Motor Insurance* very carefully. Together with the information *you* gave *us* in the *Proposal Form/Statement of Fact*, and declarations that *you* have made, they form the *Contract of Motor Insurance*. *You* should pay particular attention to the *General Exclusions*, the *General Conditions* and any *Endorsements* that apply.

The words that appear in *italics* throughout this *Policy* are defined on page 4 and have the same meaning wherever they appear.

Please tell *your* Insurance Broker immediately if *you* have any questions, the cover does not meet *your* needs, or any part of *your* insurance documentation is incorrect.

## Cooling-off Period – Right to Cancel

*You*, the “consumer, have the right to cancel this *Policy* within 14 days of the inception or renewal date or the date *you* receive these *Policy* documents without penalty and without giving any reason.

To do this, *you* must advise *us* (or *your* insurance broker) and return the *Certificate of Motor Insurance* and Insurance Disc.

If *you* choose to cancel this *Policy* during the “cooling-off period”, *you* will have to pay a proportional amount of premium for the period of time *you* had insurance cover; provided no claim has occurred since the inception or renewal date.

\* In accordance with the Distance Marketing Directive (Directive 2002/65/EC), a consumer is a natural person acting for purposes outside his/her trade, business or profession.

## DATA PROTECTION NOTICE

It is important that *you* read this Data Protection Notice or that someone explains it to *you*. The Notice must be shown to any party related to the insurance. It explains how *we* may use *your* details and tells *you* about the systems and registers that *we* and others have in place, which allow *us* to detect and prevent fraudulent applications and claims. *You* must tell *us* about any incident (such as an accident, fire or theft) whether or not a claim is likely to result. When *you* tell *us* about such an incident, information relating to it will be passed to the registers. *We* may search these databases when *you* apply for insurance, at renewal or in the event of an incident or claim, to validate *your* claims history or that of any other person or property likely to be involved in the *Policy* or claim. *We* may share information about *you* with other companies in *our* group or those providing services to *us*.

## Preventing and detecting fraud claims history

In order to prevent and detect insurance-related fraud, *we* may do the following at any time

- Share information about *you* with other companies within *our* group or those providing services to *us*,
- Check and/or file *your* details with fraud prevention agencies registers and databases and if *you* give *us* false or inaccurate information and/or make or attempt to make a fraudulent claim, this information will be recorded on the registers.

If *you* have any questions, or would like more information about Data Protection, please write to the Office of Data Protection Commissioner, 3rd Floor, Block 6, Irish Life Centre, Lower Abbey Street, Dublin 1.

Email: [info@dataprivacy.ie](mailto:info@dataprivacy.ie)

Under the conditions of the Data Protection Acts 1998 and 2003 of Ireland, *you* are entitled, if *you* pay a fee, to receive a copy of the information *we* hold about *you*.

## OUR SERVICE

*We* aim to provide a high standard of service, but if *you* are not satisfied, please contact

**Complaints Manager**  
**KennCo Underwriting Ltd**  
**Suite 7, Grange Road Office Park**  
**Grange Road**  
**Rathfarnham**  
**Dublin 16**  
**E-mail: [info@kennco.ie](mailto:info@kennco.ie)**

We will do the following:

- Tell *you* what action *we* will take and who will be responsible for handling *your* enquiry,
- Acknowledge written enquiries, or any received by e-mail, usually within two working days,
- Give details of *your* enquiry to a senior person at the relevant department, usually within two working days.

*You* will hear from the relevant department in response to *your* enquiry, either in writing or over the phone, usually within ten working days. Where a full response cannot be given for any reason, *you* will be told what action will be taken, when *you* will hear again and whom *you* can contact in the meantime with any questions. When necessary, *we* will explain the situation in writing.

However *we* will endeavour to provide *you* with a Final Response within 25 working days from the date upon which *we* received *your* written complaint and request for a Final Response.

If *you* are still not satisfied and want to make a further complaint, *you* can do so within 15 working days from receipt of *our* Final Response by referring the matter to The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. This does not affect any right of legal action *you* may have against the Company.

## **YOUR POLICY**

This *Policy*, the *Schedule*, the *Certificate of Motor Insurance*, information *you* gave *us* in the *Proposal Form/Statement of Fact* and declarations that *you* have made, form a legally binding *Contract of Motor Insurance* between *you* and *us*. This *Contract of Motor Insurance* is a contract personal to *you* and *you* cannot transfer it to anyone else.

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

*You* must read this *Policy*, the *Schedule* and the *Certificate of Motor Insurance* together. The *Schedule* tells *you* which sections of the *Policy* apply and identifies any *Endorsements*. Please check all three documents carefully to make sure that they give *you* the cover *you* want and that *you* comply with all the relevant terms and conditions, including any *Endorsements*.

Unless *we* have agreed otherwise with *you*, this insurance is governed by Irish Law.

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

The appropriate Stamp Duty will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

## **DEFINITIONS**

The following words or phrases have the same meaning wherever they appear and are shown in *italics* throughout this *Policy*.

***Certificate of Motor Insurance*** – Legal evidence of *your* insurance. It is one part of the *Contract of Motor Insurance*. It shows the vehicle *we* are insuring, who may drive the *Insured Vehicle*, what it may be used for and the *Period of Insurance*.

***Contract of Motor Insurance*** - The *Policy*, the *Schedule* (including *Endorsements*), the *Certificate of Motor Insurance*, the information *you* gave *us* in the *Proposal Form/Statement of Fact* and declarations that *you* have made, all form the *Contract of Motor Insurance*.

***Endorsement*** - Something which alters *your* insurance cover. *Your* cover will be affected by any *Endorsement* that is shown on the *Schedule*. (Such *Endorsements* may add exclusions to the cover or require *you* to take action such as fitting approved security.) More than one *Endorsement* may apply. If *you* do not comply with any *Endorsements*, this *Contract of Motor Insurance* may no longer be valid and *we* may refuse to deal with any claim.

***Excess*** - The amount *you* have to pay towards each claim *you* make under this *Contract of Motor Insurance*. There may be more than one *Excess*, part of which may be voluntary (where *you* have chosen to take an *Excess* to receive a discount on *your* premium).

***General Conditions*** - These describe *your* responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the *Contract of Motor Insurance* is cancelled.

***General Exclusions*** - These describe the things that are not covered by the *Contract of Motor Insurance*. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

**Geographical Limits** - The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands or in the course of transit from the above to any European ports by sea or whilst being transported on the Channel Tunnel shuttle.

**Insured Vehicle** - The vehicle shown on the current *Schedule* and *Certificate of Motor Insurance*.

**Insured Driver**- *You* and any person named on the *Schedule* and *Certificate of Motor Insurance*.

**Market Value** - The cost of replacing the *Insured Vehicle* at the date of the accident or loss with one of a similar make, model, age, condition and mileage. *We* will usually ask an engineer to give *us* advice about the *Market Value* of the *Insured Vehicle*, refer to guides of vehicle values and any other relevant sources. *We* will not pay VAT or excise tax. In assessing the *Market Value*, *you* should consider the amount that could reasonably have been obtained for the *Insured Vehicle* if *you* had sold it immediately before the accident, loss or theft. If *you* are registered for VAT, *we* will pay net of same

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

**Policy** - This booklet which sets out the details of cover and all the terms and conditions that apply. It is one part of the *Contract of Motor Insurance*.

**Proposal Form/Statement of Fact** - The documents filled in by *you*, or on *your* behalf by an Insurance Broker or someone else, and all other information *you* gave and declarations made at the time the insurance was arranged and on which *we* have relied when agreeing to offer this *Contract of Motor Insurance*. If *you* do not give *us* full information at the start, and tell *us* about changes, this *Contract of Motor Insurance* may no longer be valid and *We* may refuse to deal with any claim.

**Schedule** - Forms part of the *Contract of Motor Insurance* and confirms details of *you*, the *Insured Vehicle* and the cover that applies. It is one part of the *Contract of Motor Insurance*.

**We, our, us** - The Insurer or Insurers named as the Vehicle Insurer on the *Certificate of Motor Insurance*.

**You, your** - The person named as the Insured on the *Schedule* or as the Policyholder on the *Certificate of Motor Insurance*.

## **YOUR COVER**

The current *Schedule* shows what *you* are covered for. The different kinds of cover are Comprehensive (COMP), Third Party Fire and Theft (TPFT) or Third Party Only (TPO).

## **USE**

This *Contract of Motor Insurance* only covers *you* if *you* use the *Insured Vehicle* in the way described in *your Certificate of Motor Insurance* (under 'Limitations as to Use') and any *Endorsements*.

# Section 1

## Liability to Others: Third Party Cover

### What is covered

We will insure *you* against everything *you* legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while an *Insured Driver* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Driver* kills or injures other people. We will also insure *you* for *your* legal liability for damage to their property (including any related indirect loss). We will also insure *you* while the *Insured Vehicle* is towing a caravan, trailer or broken-down car, so long as the towing is allowed by law and the caravan, trailer or broken-down car is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

### What is not covered

- Legal liability if *your* current *Certificate of Motor Insurance* does not cover the person using the *Insured Vehicle* or if the person using the *Insured Vehicle* is excluded from driving or using the *Insured Vehicle* as a result of the *General Exclusions, General Conditions and Endorsements*
- Loss or damage to the *Insured Vehicle*, caravan, trailer or broken-down car
- Any amount above €20,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Private Motor Vehicle inclusive of all legal costs
- Any amount above €2,000,000 for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Commercial Vehicle or a small Public Service Vehicle inclusive of all legal costs
- Property belonging to (or in the care of) *you* or *your* passengers or in any caravan, trailer or broken-down car
- Death or injury to the person driving or in charge of the *Insured Vehicle* or to any person being carried in or on, or getting into or out of, a caravan, trailer or broken-down car
- Legal liability when *you* are towing the caravan, trailer or broken-down car for profit
- If *your* current *Certificate of Motor Insurance* states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law
- Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached to it as a tool of trade
- Loss or damage to any bridge, weighbridge, viaduct, road or other surface over which the vehicle is driven, or anything under the surface caused by the weight or vibration of the *Insured Vehicle* or its load
- Liability for death, injury or damage when the *Insured Vehicle* is not on a public road and is in the process of being loaded or unloaded by any person other than the driver or attendant of the *Insured Vehicle*
- Loss, damage or liability caused by pollution or contamination as a result of any load seeping from the *Insured Vehicle*, or any load spilling from or shifting in the *Insured Vehicle*.

## Insuring Others

### What is covered

We will also insure the following people under this Section

- Any person (other than the person driving) being carried in, or getting in or out of, the *Insured Vehicle* or any person who causes an accident while they are travelling in, or getting in or out of, the *Insured Vehicle*
- *Your* employer or business partner (but only if *your* current *Certificate of Motor Insurance* states that business use is allowed)
- If anyone covered by this *Contract of Motor Insurance* dies, we will cover their legal representative to deal with any claims made against that person's estate

### What is not covered

- Legal liability if *your* employer or business partner is using the *Insured Vehicle* and *your* current *Certificate of Motor Insurance* does not state that business use is allowed

## Costs of Legal Representation -

### What is covered

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

- The solicitor's fee for representing anyone *we* insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest
- The reasonable costs of legal services *we* arrange for defending an Insured Person against a charge of manslaughter or causing death by dangerous driving

*We* may, at any time, stop paying the legal costs.

### What is not covered

- Any costs which have not first been agreed in writing by *us* or arising from a claim caused by an accident which is not covered under this *Contract of Motor Insurance*
- Any costs where *we* have chosen to stop payments or arising from a claim which is not covered as a result of the *General Exclusions, General Conditions* and *Endorsements*

## European Union (EU) Compulsory Cover -

### What is covered

*We* will provide the minimum insurance necessary to allow *you* to use the *Insured vehicle*

- in any country which is a member of the EU; and
- in any other country which has made arrangements to meeting the minimum insurance needed in the EU.

### What is not covered

- Cover that is more than the legal minimum that applies to the country concerned

## Driving other cars -

### What is covered

If *your Certificate of Motor Insurance* says so, *we* will insure *you* to drive any Private Car that *you* do not own and have not hired under a hire purchase or leasing agreement, providing *you* have the owner's permission to do so.

### What is not covered

- Legal liability unless *your Certificate of Motor Insurance* states that *you* are covered to drive other cars.
- Driving without the owner's permission.
- Legal liability which is covered by any other insurance *you* have to drive the other Car or when *you* no longer have possession of the *Insured Vehicle* or it has been damaged so much that it is not worth repairing or has been stolen and *you* have not got it back.
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.



## Section 2

### Accidental Damage (excluding fire and theft)

#### What is covered

*We* will cover *you* for loss or damage to the *Insured Vehicle*. This includes standard accessories on it.

#### What is not covered

Any loss or damage that is not covered under the Fire and Theft Section of this *Policy*, except for malicious damage. *We* also do not cover the following

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- Damage caused by frost, unless *you* have taken reasonable care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in *your* vehicle
- Loss or damage arising from the *Insured Vehicle* being filled with the wrong fuel
- Any amount above €190 for fitted in-car entertainment equipment
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident

## Section 3

### Fire and Theft

#### What is covered

*We* will cover *you* for loss or damage to the *Insured Vehicle* that is caused by fire, lightning, explosion, theft or attempted theft. This includes standard accessories on it.

#### What is not covered

- Any vehicle which is not the *Insured Vehicle* and any loss or damage if *you* do not have cover under this section
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage
- Compensation for *you* not being able to use the *Insured Vehicle*, any delay where *we* have to get new parts or accessories or they are unavailable, or the value of the *Insured Vehicle* reducing for any reason
- Any other indirect loss
- Any extra parts or accessories beyond the amount *you* have insured the *Insured Vehicle* for
- Loss or damage if *you* have not taken reasonable care to protect the *Insured Vehicle*, (see 'Care of the Vehicle' under the *General Conditions*), or if it has been left unlocked or with the keys in it or attached to it
- Loss or damage from repossessing the *Insured Vehicle* and returning it to its rightful owner, or from any agreement or proposed transaction for selling or hiring the *Insured Vehicle* or someone taking it by fraud, trickery or deception
- Loss or damage arising from the *Insured Vehicle* being taken or driven by a person who is not an *Insured Driver* but is a member of *your* family or household, or being taken or driven by an employee or ex-employee
- Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with *your* permission
- Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade
- Malicious damage
- Any additional damage resulting from the *Insured Vehicle* being moved by *you* after accident, fire or theft
- Any amount above €190 for fitted in-car entertainment equipment
- Any storage charges unless *you* tell *us* about them and *we* agree in writing to pay for them
- Keys, remote control or security devices (whether lost or stolen)
- Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment
- VAT if *you* are registered
- The amount noted as *Excess* on the *Schedule* effective at the time of any incident
- Tools of trade

## SETTLING CLAIMS - SECTIONS 2, 3 & 6

### Theft

*We will treat the Insured Vehicle as stolen if it has not been recovered 14 days after you reported the theft to us. It must still be missing when we pay your claim. You must report the theft to the police as soon as it is discovered and provide us with your vehicle keys and all the documentation we ask for when you make your claim. If the Insured Vehicle is stolen and you later get it back, or discover where it is, you must tell us straight away.*

### Repairs after an accident or theft

*We will pay the reasonable cost of protecting the Insured Vehicle and getting an authorised agent to take it to the nearest suitable repairer or another safe place if you cannot drive the Insured Vehicle after an accident or theft. We will not pay the cost of any transport outside the Republic of Ireland unless we agree to do so first. If we think that the estimate for repairing the Insured Vehicle is unreasonable, we may ask for it to go to another repairer and may move the Insured Vehicle to the repairer of our choice.*

*We may arrange a safe place to keep the Insured Vehicle while it is waiting to be repaired or otherwise dealt with.*

*You must not remove the Insured Vehicle if this could cause further damage (we will not pay for damage caused in this way). You must obtain our permission before ordering any new part/accessory or paying for any transport outside the Republic of Ireland.*

### How we will pay your claim

*We will, entirely at our discretion and subject to the payment of the Policy Excess, arrange to:*

- pay for the damage to be repaired;
- give you an amount to replace the lost or damaged Insured Vehicle or item; or
- replace your vehicle or any item.

### The most we will pay

*We will pay the least of:*

- the Market Value of the Insured Vehicle less the Excess just before the loss or damage happened (with no additional payments for accessories or spare parts);
- the amount which you insured the Insured Vehicle for less the Excess; or
- the cost of repairing the Insured Vehicle less the Excess.

*If any lost or damaged part or accessory is no longer available, the most we will pay will be:*

- the cost shown in the manufacturer's last price list; and
- the reasonable cost of fitting.

*We will not pay for the whole cost of any repair or replacement which leaves the Insured Vehicle in a better condition than it was before the loss or damage. If this happens, you will have to pay part of the cost of the repair or replacement.*

### Total Loss (Write Off)

*If we choose to pay you the Market Value of the Insured Vehicle, or the amount you insured it for, you must send us*

- the Certificate of Motor Insurance and disc,
- the Vehicle Registration Document and
- either National Car Test Certificate (NCT) or the Department of the Environment (DOE) Test Certificate if the Insured Vehicle needs one,
- the keys and any other documents we ask for before we pay your claim.

*Once you accept our offer or we have paid a claim (or both), this Contract of Motor Insurance ends, and the Insured Vehicle becomes our property. We will not refund any unused premium nor will we refund any premium when we have paid a claim or if we identify any fraudulent, false or exaggerated claim.*

### Fire Brigade Charges

*We will pay up to €385 towards any charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 if they arise from a claim caused by an incident that is covered under this Contract of Motor Insurance.*

### Financial Interest

*If the Insured Vehicle is part of a hire purchase or leasing agreement, or belongs to someone else, we will settle your claim to the legal owner. When we pay them the claim will be settled.*

## Spare Parts Clause for all Imported Vehicles

If Section 2, Section 3 or Section 6 of this *Policy* are operative and the *Insured Vehicle*, following a valid claim under Section 2, Section 3 or Section 6 of this *Policy*, requires replacement of parts which are not obtainable or are out of stock from the manufacturers' European representatives or agents, then *you* will bear the additional cost of such replacement parts over and above the price listed in the manufacturers price list at the time of the loss.

## Section 4

### No Claims Discount

If this is a yearly contract and *you* do not claim under this insurance and *you* have not been involved in an accident that has or may result in a claim against *you*, *we* may give a discount from *your* renewal premium, if *you* have not already reached a maximum discount.

*You* cannot transfer *your* No Claims Discount to anyone else.

*We* will reduce or remove *your* No Claims Discount if *we* make any payment whatsoever, even if the accident is not *your* fault, unless *we* get the money back from someone else. *We* may withhold the No Claims Discount in full or part if there are any claims that have not been settled. If *we* recover all *our* money, or *we* have good reason to believe a third-party claim would be unsuccessful, the No Claims Discount would apply again.

If, where the option is available, *you* decide to pay an additional premium, *you* may protect *your* no claim bonus. Provided the necessary *Endorsement* appears on *your Schedule* and subject to the terms of the *Endorsement*, *we* will not reduce *your* no claim bonus, if a claim is made against *your Policy*. The protected No Claims Discount only applies while *you* are insured by *us* and cannot be transferred to another insurer. Premiums in future years may still be increased according to the claims history.

## Section 5

### Driving Abroad

Unless *you* ask *us* to extend *your* cover (Additional Cover Abroad), and pay any extra premium needed, the cover for using the *Insured Vehicle* abroad is very restricted. It does not include loss or damage to the *Insured Vehicle* and, depending on the country concerned, may be very limited with regard to *your* legal liability to others

### Minimum Insurance -

#### What is covered

*We* will provide the minimum insurance that applies to the country concerned to allow *you* to use any vehicle covered by this Insurance in:

- Any country which is a member of the European Union, Andorra, Croatia, Iceland, Norway and Switzerland.

The minimum cover automatically provided by this *Contract of Motor Insurance* varies from country to country.

#### What is not covered

- Accidental Damage, fire and theft to the *Insured Vehicle*
- Customs or Excise Duties.

### Additional Cover Abroad -

#### What is covered

If *you* let *us* know before *you* go abroad, and *you* pay any extra premium *we* need, *we* will extend the cover for the *Insured Vehicle* to give the same level of cover *you* have in the Republic of Ireland. *We* will usually give *you* an international motor insurance certificate (Green Card). The insurance will then apply:

- to any country which is a member of the European Union, Andorra, Croatia, Iceland, Norway and Switzerland ; and
- while the *Insured Vehicle* is being transported by rail, sea or air between countries which *you* have cover for. If *you* are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

### What is not covered

- Any loss or damage if *you* have not asked for extra cover and have not paid any premium needed.
- The *Insured Vehicle*, unless it is being used for purposes described in the *Certificate of Motor Insurance*
- Customs or Excise Duties
- Using the *Insured Vehicle* abroad for more than a quarter of the *Period of Insurance* or in Excess of four weeks at any one time.

### Claims

If the *Insured Vehicle* is involved in an accident, or subject to crime, *you* must tell *us* immediately.

## Section 6

### Windscreen and Windows

#### What is covered

*We* will pay for damage to the *Insured Vehicle's* windscreen or windows. If this is the only damage *you* are claiming for, *your* No Claims Discount will not be affected. However *we* reserve the right to reduce or delete the No Claims Discount (Bonus) where more than one loss occurs under this section.

There is no limit on windscreen cover if:

In any one *Period of Insurance* the windscreen or window is replaced or repaired by *our* approved supplier, please see *your Schedule*.

Otherwise, the maximum amount *we* pay is €100 in any one *Period of Insurance* if any other supplier carries out the repair or replacement.

#### What is not covered

- Any loss or damage if *you* do not have cover under this Section.
- Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- Extra costs for the work to be undertaken outside normal hours, unless the windscreen is shattered, or the driver's vision or the security of the *Insured Vehicle*, is affected.
- VAT if *you* are registered.

## Section 7

### Personal Accident and Medical Expenses

#### Personal Accident -

##### What is covered

If *you* or *your* husband or wife are involved in a car accident, *we* will pay the amounts shown below if within three months of the date of the accident, it directly causes one of the following;

- |   |       |
|---|-------|
| • Death                                   | €1270 |
| • Total loss of one or more limbs         | €1270 |
| • Permanent blindness in one or both eyes | €1270 |

The most *we* will pay is the limit for any one cause of death or injury during any one *Period of Insurance*. If the injured person is insured by *us* under any other *Contract of Motor Insurance*, *we* will only pay out under one Contract. *We* will only make a payment if the injury or death is directly connected with an accident involving the *Insured Vehicle*, and not if it happens while *you*, *your* husband or wife were travelling in or getting into or out of any other private motor car that *you* do not own and is not hired or leased to *you*.

##### What is not covered

- Any loss if *you* do not have cover under this Section.
- Anyone who is aged 70 or older at the time of the accident.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

## Medical Expenses -

### What is covered

If *you* or *your* passengers are injured because of an accident involving the *Insured Vehicle*, we will pay up to €130 for each person for any medical treatment they receive.

### What is not covered

Any medical expenses if *you* do not have cover under this Section.

## Section 8

### Vehicle Sharing Extension

If *you* receive payments or contributions from passengers *you* are carrying in *your* vehicle for social or other similar purposes as part of a vehicle sharing agreement, *we* will not regard this as the carriage of passengers for hire or reward, provided

- The total payments or contributions received do not involve an element of profit,
- *your* vehicle is not constructed or adapted to carry more than 7 passengers excluding the driver,
- the passengers are not being carried for any business purpose.

Please ask *your* insurance broker or agent before entering into a vehicle sharing agreement if *you* have any doubt as to whether the agreement is covered by this *Policy*.

## Section 9

### General Exclusions

These *General Exclusions* apply to the whole of this *Contract of Motor Insurance* and describe the things that are not covered. These apply as well as the exclusions shown under 'What is not covered' in each of the Sections detailing the cover provided.

This *Contract of Motor Insurance* does not cover claims arising from any of the following

- 1 Any accident, injury, loss or damage that happens while the *Insured Vehicle* is:
  - used for a purpose which it is not insured for;
  - driven or in the charge of anyone who is not described in the *Certificate of Motor Insurance* as a person entitled to drive or who is excluded from driving by any *Endorsements* or covered by another insurance;
  - driven or in the charge of anyone who does not have a valid driving licence or who is disqualified from driving, who has not held a driving licence or who is prevented by law from holding one;
  - driven or in the charge of anyone who does not meet the terms and conditions of their driving licence or all the conditions of this *Contract of Motor Insurance*;
  - on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
  - kept or used in an unsafe or unroadworthy condition or without a current National Car Test Certificate (NCT) or Department of Environment (DOE) Test Certificate if one is needed;
  - kept or used in any way that breaks any Security requirements imposed by an *Endorsement*;
  - used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
  - used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
  - used in or on restricted areas of airports, airfields or military bases.
- 2 Any liability that *you* have agreed to accept unless *you* would have had that liability anyway.
- 3 Anyone who does not meet all the conditions of this *Contract of Motor Insurance*.
- 4 Any use connected with the motor trade, unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 5 Hiring out the *Insured Vehicle* for money unless this use is described in the *Certificate of Motor Insurance* (under Limitations as to Use).
- 6 The *Insured Vehicle* being used on any form of racetrack, de-restricted toll road (including Nurburgring), off-road activity or racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

- 7 Any accident, injury, loss or damage caused directly or indirectly by:
  - war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, riot or similar event;
  - earthquake;
  - ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
  - pressure waves caused by aircraft and other flying objects; or
  - carrying any dangerous substances or goods.
- 8 Any liability, loss or damage caused by explosion, sparks or ashes from the *Insured Vehicle*, or from any trailer or machinery attached to, or detached from it.
- 9 Any liability, loss or damage that happens outside the *Geographical Limits* or any proceedings brought against *you* outside the *Geographical Limits* unless they result from using the *Insured Vehicle* in a country which *we* have agreed to extend this insurance to cover
- 10 Any liability, injury, loss or damage resulting from anything sold, transported or supplied by *you* or on *your* behalf.
- 11 Any liability, injury, loss or damage caused directly or indirectly by:
  - pollution; or
  - contamination;
 unless the pollution or contamination is directly caused by one incident at a specific time and place during the *Period of Insurance* and is:
  - sudden;
  - identifiable;
  - not deliberate; and
  - unexpected.

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

- 12 If an accident results in a person driving being convicted of an offence involving alcohol or drugs, the cover *we* provide for that accident is limited to section 1 Liability to Others: Third Party Cover.
- 13 Any accident, injury, loss, damage, cost or expense, except insofar as that which is covered under Section 1 Liability to Others: Third Party Cover or for which *our* obligations under the Road Traffic Acts require *us* to be liable:
  - directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss,
  - directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to an act of terrorism.

For the purpose of this exclusion, an act of terrorism means an act, including but not limited to the use of violence and/or threat thereof, of any person or group(s) of persons, whether acting alone or on behalf or in connection with any organisation(s) or government(s), committed for political or other purposes including the intention to influence any government and/or to put the public or any section of the public in fear. If *we* allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this *Policy*, the burden of proving to the contrary shall be upon the *Insured Driver*. In the event that any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- 14 Any claim and/or expenses arising out of
  - any incident involving the driving of the following vehicles by any driver whose driving is covered by this *Policy*
    - buses or coaches
    - motorcycles (other than on an individual insured basis)
    - public service emergency vehicles,
  - ownership, operation, maintenance or any other use of any vehicle for which the principal use is for the carriage of high explosives, inflammable liquids, chemical or other hazardous materials,
  - obligatory reinsurances,
  - Excess of Loss insurances and/or reinsurances except policies with a self-insured deductible,
  - Motor Trade Internal Risks.
- 15 Death or injury to any person travelling in or on any trailer attached or detached from any *Insured Vehicle*.

# Section 10

## General Conditions

The following *General Conditions* apply to the whole of this *Contract of Motor Insurance*. These describe *your* responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the *Contract of Motor Insurance* is cancelled. If *you* do not meet the terms and conditions of this *Contract of Motor Insurance*, it could make the cover invalid or mean *we* may refuse to pay *your* claim.

### a. Keeping to the Policy Terms

*Your* premium is based on the information *you* gave *us* when *your* cover started and when *you* renew it. If *your* circumstances change, *you* must tell *us* as soon as possible. If *you* are not sure whether *you* need to tell *us* about certain facts, *you* should give *us* the information anyway, or contact *your* Insurance Adviser for advice. *You* should keep a record of the information *you* give in relation to this *Contract of Motor Insurance*. If *you* did not or do not give full and accurate information, this *Contract of Motor Insurance* may be invalid and *we* may refuse to deal with any claim *you* might make.

This insurance will only apply if:

- the person claiming has kept to all the terms and conditions of this *Contract of Motor Insurance*;
- the premium has been paid;
- all the information *you* have given and upon which the contract is based is correct and complete.

### b. Notification of Claims (including windscreen claims)

Please refer to CLAIMS INFORMATION at the end of this booklet and the section on Settling Claims under sections 2 and 3.

**You must do the following:**

after any accident, injury, loss or damage, whether a claim is to be made or not:

- All accidents involving possible injury; loss or damage must be reported to *us* or *your* insurance advisor as soon as possible, (Cover may not operate under all Sections of this *Policy* if *you* do not report any incident leading to a loss to *us* or *your* insurance advisor at the earliest opportunity) .
- Any writ summons or impending prosecution must be sent and/or notified to *us* or *your* insurance advisor at the earliest opportunity.
- a claim form or accident report form and all relevant documentation must be submitted within a reasonable time from the date of occurrence.
- send *us*, unanswered, every letter *you* receive about a claim as soon as *you* can;
- tell *us* as soon as *you* know about any prosecution, coroner's inquest or fatal accident inquiry;
- do not discuss any claim unless *you* have *our* permission to do so in writing;
- do not do anything to harm *our* interests (such as admitting liability or negotiating a settlement) without *our* written permission; and
- give *us* and anyone acting on *our* behalf all the help *we* may need to deal with a claim, including providing all the documents *we* ask for and going to court to give evidence if necessary.
- *We* reserve the rights to seek recovery of any extra or avoidable costs incurred by *us* as a direct or indirect result of *your* failure to fully cooperate with the above conditions.

### c. Dealing with Claims

**We can:**

- take over, defend or settle any claims in *your* name or that of any other person insured by this *Contract of Motor Insurance* and can deal with the claim in any way that *we* think is appropriate;
- take action (which *we* will pay for) in *your* name or that of any other person insured by this *Contract of Motor Insurance*, to get back money *we* have paid under this *Contract of Motor Insurance*; and
- ask for any information, help and co-operation *we* need from *you* or any other person insured by this *Contract of Motor Insurance*.

### d. Fraudulent, false and exaggerated claims or information

*We* are committed to identifying and acting against all types of fraud. If the proposal, declaration or any supporting documentation is found to be untrue or false or if *you*, or anyone acting for *you*, makes a claim in a fraudulent or false way, or where *we* have been given any documents which are false or stolen, *we* will cancel *your Policy* and *we* will not return any premium. *We* will prosecute any person who is involved in fraudulent activity against *us*.

### e. Right of recovery

If the law of any country which this *Contract of Motor Insurance* covers requires *us* to make payments which, but for that law, *we* would not otherwise have paid, *you* must repay the amount to *us*.

If any claims or other monies are paid to *you* by mistake for any reason, or a claim has been paid which *we* later find to be fraudulent, false or exaggerated, *you* must repay the amount paid to *us*.

If *we* have refunded any premium following cancellation, *we* can take any money *you* owe *us* from any payment *we* make.

## **f. Care of the Vehicle**

If required by law, the *Insured Vehicle* must be covered by a valid National Car Test (NCT) Certificate or Department of Environment (DOE) Test Certificate. *You* must take all reasonable precautions to avoid loss of or damage to the *Insured Vehicle*. For example, *you* should remove it to a safe place as soon as possible if it breaks down. *You* should also take all reasonable care of the keys to the *Insured Vehicle* to prevent them being lost or stolen.

*You* must always take the keys out of the ignition and remove them completely when the *Insured Vehicle* is left at any time whatsoever (regardless of whether the vehicle is still within *your* sight) and make sure that *you* do not leave belongings on display. *You* should close all the windows and sunroofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. *Endorsements* may apply to *your cover*, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, *we* will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the *Insured Vehicle* is left.

If *you* do not take reasonable care of the *Insured Vehicle* and meet any security requirements, this *Contract of Motor Insurance* may no longer be valid and *we* may not pay any claim. *You* or any other person covered by this insurance must do the following:

- Protect the *Insured Vehicle* from loss or damage.
- Keep the *Insured Vehicle* in an efficient and roadworthy condition.
- Not move or drive the *Insured Vehicle* in a way likely to affect safe driving or control or in a way that could cause loss or damage to it.
- Not move or drive the *Insured Vehicle* after an accident, fire or theft if to do so may cause additional damage.
- Allow *us* to examine the *Insured Vehicle* at any reasonable time.

## **g. Cancelling your Policy**

*You* may cancel this *Contract of Motor Insurance* at any time by telling *us* or *your* Insurance Adviser in writing and sending *us* *your Certificate of Motor Insurance*. If *you* or someone else has not made a claim in the current *Period of Insurance*, *we* will refund part of *your* premium.

When *we* work out the time *you* have been covered, *we* use the period from the date the insurance started to the date *we* receive *your Certificate of Motor Insurance* and Windscreen Disc.

| Length of time <i>you</i> have had cover for<br>within Cooling-off Period | How much of the annual premium <i>we</i> will refund<br>pro-rata |
|---|--|
| up to 1 month   | 75%  |
| up to 2 months  | 60%  |
| up to 3 months  | 50%  |
| up to 4 months  | 35%  |
| up to 6 months  | 25%  |
| up to 8 months  | 10%  |
| over 8 months   | 0%   |

These rates apply to yearly policies and will vary for policies of a shorter period.

*We* will not refund any of *your* premium if the *Contract of Motor Insurance* is cancelled following a claim whether settled or not.

*We* or *our* authorised agent may cancel this *Contract of Motor Insurance* by giving *you* seven days notice in writing to *your* last known address. *We* do not have to give any reason for cancelling this contract. If *we* do this, *we* will refund part of *your* premium for the *Period of Insurance* left after the cancellation date, as long as *you* or someone else has not made a claim under this *Contract of Motor Insurance*. If *we* or *our* authorised agent cancel this *Contract of Motor Insurance* because *you* have not paid the premiums on time, *we* will not refund any part of the premium *you* have already paid. *We* will work out any premium *you* owe *us* by charging *you* for the time *you* have been covered by this *Contract of Motor Insurance* using the above chart.



In all cases, *you* must return the *Certificate of Motor Insurance* and Windscreen Disc to *us* as soon as *you* receive notice of cancellation. *We* will not pay any refund until *we* receive the *Certificate of Motor Insurance* and Windscreen Disc, or if *you* or someone else has made a claim under this *Contract of Motor Insurance*.

In the event that *you* pay *your* premium in part or in full through a third party finance provider and *you* fail to pay all of this premium or default on part of this premium, the third party premium finance provider is entitled to request *us* to cancel *your* *Policy* from the date of payment default.

If *you* produce a cancelled *Certificate of Motor Insurance* and Windscreen Disc to any person with the intention of deceiving that person into accepting it as genuine, *you* may be prosecuted.

## **h. Other Insurance**

If there is any other insurance covering the same claim, *we* will only pay *our* share of the claim, even if the other insurer refuses the claim.

## **i. Drivers' Obligations**

*We* will NOT cover *you* under this *Policy* in the event of any accident, claim, loss, damage or injury where:

- There has been any breach in the terms, exceptions and conditions of the *Policy*
- The *Insured Vehicle* is used in a manner which is contrary to the manufacturers' design, including the carriage of passengers that exceeds the recommended or designed seating capacity.
- The *Insured Vehicle* is driven by an *Insured Driver* who does not hold a Licence to drive the *Insured Vehicle* or having held such licence is disqualified from holding or obtaining such licence.
- The vehicle is used for a purpose contrary to the Limitation as to Use on the *Certificate of Insurance* and/or the use declared on the *Proposal Form/Statement of Fact*.
- *You* allow *your* vehicle to be driven by a person not covered under this *Policy*.

## **j. Altering your Insurance Cover**

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

## **k. Suspension of Cover**

Cover under all Sections of this *Policy* may be suspended by telling *us* or *your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *us* or *your* Insurance Adviser.

*We* will refund a pro-rata premium for the period cover is suspended provided.

1. no claim or loss has been made in the current *Period of Insurance*.
2. cover is suspended for at least 30 days.

## **l. Vehicle Laid Up**

Cover under Section 1 of the *Policy* may be suspended by telling *us* or *your* Insurance Adviser and returning the *Certificate of Motor Insurance* and Insurance Disc to *us* or *your* Insurance Adviser.

*We* will refund a 70% of the pro-rata premium for the period cover is suspended.

Any return premium due to *you* under Suspension of Cover or Vehicle Laid Up is subject to:

1. no claim or loss has been made in the current *Period of Insurance*
- and
2. cover is suspended for at least 30 days.

If the Suspension or Laid Up period exceeds the expiry date of the *Policy* then full cover will be re-instated from the renewal date.

# Section 11

## Endorsements

**EN01: Protect No Claims Discount**

In accordance with Section 4 (paragraph 4) of *your Policy* your No Claims Discount will not be reduced in the event of no more than 2 claims occurring under *your Policy* during any 3 year period preceding the expiry date of the current *period of insurance*.

Claims under Section 6 of the *Policy* are not taken into account.

**EN02: Tracker & Immobiliser/Alarm Warranty**

It is a condition precedent to liability that cover under Section 3 of *your Policy* is suspended unless;

The *Insured Vehicle* is fitted with an Immobilising Device, and that evidence of installation has been submitted and accepted by *us*, and that the device is activated when the vehicle is left unattended.

And

The *Insured Vehicle* is fitted with a Tracking Device, and evidence of installation has been submitted and accepted by *us*, and that a valid Air Time contract is in operation at all times.

**EN03: Underwriters**

The cover provided by this *Policy* is underwritten by certain Underwriters at Lloyd's.

Details of all Underwriters are available on request from KennCo Underwriting Ltd.

**EN04: Several Liability Notice**

The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscriptions of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

**EN05: Underwriters**

The cover provided by this *Policy* is underwritten by Highway Insurance Company Limited, registered in England and Wales number 3730662, authorized and regulated by the Financial Services Authority, register number 202972. Registered address: County Gates, Bournemouth BH1 2NF.

**EN06: Windscreen Cover**

Section 6 of this *Policy* operates when the cover selected is Third Party Fire & Theft, and Windscreen Cover has been selected and the appropriate premium has been paid.

**EN07: Complaints**

*You* may also refer any complaint *you* may have to the Lloyd's Representative in Ireland at the following address:

Lloyd's Ireland Representative Ltd.,

70, Sir John Rogerson's Quay,

Dublin 2.

E-mail: [lloydsireland@lloyds.com](mailto:lloydsireland@lloyds.com)

**EN08: Complaints**

*You* may refer any complaint *you* may have to Highway Insurance Company Ltd at the following address:

Customer Care Department

Highway Insurance

171 Kings Road

Brentwood

Essex

CM14 4EJ

# CLAIMS INFORMATION

There are some important notes that *you* should be aware of if *you* are involved in an accident or *your* vehicle is stolen.

## Accident

- Give *your* name, address and insurance details.
- Get the name, address, phone number, vehicle registration and any other information *you* can from the other driver or drivers, passengers, witnesses and any attending Garda.
- Note the exact location and any relevant road signs and markings.
- If there is an injury and *you* did not give *your* details at the scene, report the incident to the Garda within 24 hours.

## Theft

- Report the theft to the Garda immediately and take a note of the Garda's name, number, station and crime book reference number if applicable.
- If *you* know where the vehicle is after its theft, make sure that it is safe and secure.

**After any accident or theft, report the incident immediately to *your* Insurance Broker.**

## REPAIRS

If *you* have Accidental Damage or Fire and Theft cover as detailed in Sections 2 & 3 and:

### the vehicle can still be driven

- After telling *your* Insurance Adviser about the claim *you* will receive an Accident Report or Theft Form which *you* should complete and return as soon as possible with two estimates for repair.
- *We* will give permission for the repairs to be carried out after reviewing the estimates provided.
- *You* must not authorise repairs without *our* written permission.

### the vehicle cannot be driven

- *We* will arrange for a repairer to collect the vehicle and for an engineer to inspect it.
- *You* should remove all *your* personal belongings, documents, goods and tools of trade as *we* may move the vehicle to a safe place while it is waiting to be repaired or otherwise dealt with.

## Excess/VAT

- *You* must pay the relevant *Excess* or VAT (if *you* are registered) direct to the repairer when *you* collect the vehicle.







Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16  
Tel: 01 4994600 Fax: 01 4954627  
Email: [info@kennco.ie](mailto:info@kennco.ie) website: [www.kennco.ie](http://www.kennco.ie)