

ARRANGED BY



# Motor Trade Policy



service, stability, security

# Motor Trade Road Risks Insurance Policy

## Motor Trade Insurance Policy

Please read this insurance document carefully to make sure it meets *your* needs. Keep this insurance document in a safe place.

## Policy Arranged By:

**KennCo Underwriting Ltd ("KennCo")**. KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.

## Policy Insured By:

**AXA Insurance dac**, registered in Ireland number 136155. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1. AXA Insurance dac is a private company limited by shares. AXA Insurance dac is regulated by the Central Bank of Ireland.

Please note that *your* Contract with us and from which *your* Policy has been prepared is based upon the information on the *Proposal Form* or the *Statement of Facts* document received by *you*. *Your* contract is made up of the *Proposal Form* or *Statement of Facts* document, this booklet, the *Schedule* and the *Certificate of Motor Insurance* and Insurance Disc. *You* should read these documents carefully 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..

## Important Information

Please read this *Policy, Schedule* (including *Endorsements*) and the *Certificate of Motor Insurance* very carefully.

Together with the information *you* gave us in the *Proposal Form* or *Statement of Facts* 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 pages 2 and 3 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.

## Sanctions condition

This contract of insurance is subject to sanction, prohibition or restriction under United Nations resolutions. It is a condition of this policy that we will not provide cover, or pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose *us*, or a parent, subsidiary or any AXA group member company, to any trade or economic sanctions, or violate any laws or regulations of the Republic of Ireland the European Union, the United States of America or any other territory.

## Data Protection Notice

We comply with the requirements of the EU General Data Protection Regulation (GDPR) and the Data Protection Acts 1988 - 2018. The data which you provide us will be held on a computer database and paper files for the purpose of arranging transactions on your behalf. We are committed to protecting and respecting your privacy. We wish to be transparent on how we process your data and show you that we are accountable with Data Protection legislation in relation to not only processing your data but also ensuring you understand your rights as a client. The data will be processed only in ways compatible with the purposes for which it was given and as outlined in our Data Privacy Statement, this will be given to all our clients at the time of data collection. Please refer to our website for a copy of our Privacy Statement - <https://www.kennco.ie/privacy-statement>, if this medium is not suitable we will provide a hard copy to you upon request. You have the right at any time to request a copy of your personal data that our office holds about you and to have any inaccuracies in that information corrected. Please contact our Data Protection Officer at [compliance@kennco.ie](mailto:compliance@kennco.ie) if you have any queries or concerns regarding your personal data.

### What personal data do we collect

We collect and may continue to collect certain information about *you* or any individuals connected to *your* Policy ('data subjects') in the course of conducting *our* relationship with *you*. This information includes details such as *your* name, address and contact details and any other information that we collect about *you* in connection with the insurance cover from which *you* benefit. This information may include more sensitive details such as information about *your* health and any criminal convictions *you* may have.

### Why we collect & who we share your personal data with

This information will be processed for the purpose of underwriting and managing *your* insurance policy, administering claims and preventing fraud. It may also be used in compliance with regulatory legal and tax laws and for participation in internal or market-level statistical exercises. For this purpose, information may be shared in confidence with third parties both inside and outside the European Economic Area, such as trustees, professional advisers and reputable external agencies, service providers, regulatory bodies and authorities, private investigators, other insurance and financial services companies (directly or via a central register) and as required by law. We will ensure that transfers of data are lawful and that *your* information is kept securely and only used for the purposes for which it is provided. We will only disclose *your* personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

### Queries regarding *your* personal data

We abide by the GDPR and if *you* have any queries with regards to how we use *your* personal data *you* may contact *our* Data Protection Officer at [compliance@kennco.ie](mailto:compliance@kennco.ie) or alternatively the Office of the Data Protection Commissioner, Canal house, Station Road, Portarlington, Co. Laois, Ireland, Tel +353 57 868 4800.

For full details of our data privacy policy, please visit our website: [www.kennco.ie/privacy-statement](http://www.kennco.ie/privacy-statement)

## 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 and databases and if *you* give *us* false or inaccurate information and we suspect fraud, we will record this.

## OUR SERVICE

While we are committed to providing the highest level of service to *our* customers, if *you* are dissatisfied with any aspects of *our* service, policy terms or claims handling, please write to:

### The Complaints Manager,

KennCo Underwriting Ltd, Suites 5 - 7 Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16  
Phone: (01) 4994600 Fax: (01) 4954627, E-mail: [complaints@kennco.ie](mailto:complaints@kennco.ie),  
or follow the link to our full Complaints Procedure <http://www.kennco.ie/kennco-complaints-procedure>

Should *you* remain dissatisfied with the final response from the above or if *you* have not received a final response within 40 business days of the complaint being made, *you* may be eligible to refer *your* complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, Ireland, Tel: +353 (0)1 567 7000, Fax: +353 1 6 620 890, Email: [info@fspoi.ie](mailto:info@fspoi.ie), Website: [www.fspo.ie](http://www.fspo.ie)

## YOUR POLICY

This *Policy*, the *Schedule*, the *Certificate of Motor Insurance*, information *you* gave us in the *Proposal Form* or *Statement of Facts* 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 due and 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 provision of the 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*.

*Business Trade Premises* - The premises situated at the Business Address specified in the *Proposal Form* or any subsequent declaration.

*Certificate of Motor Insurance* – Legal evidence of *your* insurance. It is one part of the *Contract of Motor Insurance*. It shows the vehicle(s) 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* or *Statement of Facts* 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* or on this *Policy*. (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 an *Endorsement* *your* claim may be declined and *your* *Contract of Motor Insurance* may be cancelled.

*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 port by sea or whilst being transported on the Channel Tunnel shuttle.

*Insured Person* – A person named on the *Certificate of Motor Insurance*, whose liability is covered by the wording on the current and valid *Certificate of Motor Insurance* and who is driving with *your* consent.

*Insured Vehicle* - The vehicle shown on the current *Schedule* and *Certificate of Motor Insurance*, providing it falls into one of the following categories and is not contained in the list of excluded vehicles in *General Exclusions*.

- a vehicle owned by *you* and registered in *your* name
- a vehicle owned by *you* for the purposes of resale in connection with *your* motor trade business only (evidence of purchase will be required)
- a customer's vehicle in *your* custody or control whilst it is being repaired, serviced, tested, maintained, altered, cleaned, valeted or inspected by *you*.

*Market Value* - We will usually ask an engineer to give us advice about the *Market Value* of the *Insured Vehicle* and/or refer to guides of vehicle values and any other relevant sources.

*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*.

*Private Domestic Garage* - A building used for non-residential purposes located on the grounds of *your* private domestic dwelling but excluding any building used in connection with any business, trade or profession.

*Proposal Form* - A document which reflects the information *you* provided to us or *your* Insurance Broker at the commencement of this *Contract of Motor Insurance*. While the document may not be signed by *you*, *you* must counter the information shown on this document as untrue as otherwise *your* failure to correct these details constitutes *your* acceptance that those details are accurate. Any subsequent finding that all of the details listed on this document are not true may invalidate this *Contract of Motor Insurance* and claims may not be paid.

*Public Place* - This means any street, road or other place to which the public have access with vehicles as of right or by permission.

*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*.

*Statement of Facts* - A document similar to the *Proposal Form*, it reflects the information *you* provided to us or *your* Insurance Broker at the commencement of this *Policy* and while the document may not be signed by *you*, *you* must counter the information shown on this document as untrue as otherwise *your* failure to correct the details *we* have on the *Statement of Facts* document constitutes *your* acceptance that those details are accurate. Any subsequent finding that all of the details listed on this document are not true may invalidate this *Contract of Motor Insurance* and claims may not be paid.

*Stock Vehicles* - *Stock Vehicles* constitute vehicles owned by *you* for the purpose of resale in connection with *your* declared motor trade business only and for which *you* have documentary proof of purchase, and which fall within the definition of an *Insured Vehicle*.

*Trade Value* - The value of any vehicle owned by or registered to *you* and or *your* spouse for which a trade price was paid and which reflects the trade value of any *Insured Vehicle* including *stock vehicles* at the time of any loss or damage.

*Vehicle Recovery Unit* - A vehicle that has been designed, manufactured or modified to carry no more than one vehicle and/or tow no more than one vehicle at any one time and which is owned by and registered to *you*.

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

*You, your* - The Person, Trade Name or Company named as the Insured on the *Schedule* and named 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* noted on the *Schedule*.

## **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 subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## SECTION 1 – Liability to Others: Third Party Cover

### (1) 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 Person* is driving, loading or unloading (directly from an *Insured Vehicle*) or in charge of the *Insured Vehicle*, if an *Insured Person* kills or injures other people. We will also insure *you* for *your* legal liability for damage to their property (including any related indirect loss).

### (2) What is not covered (unless otherwise agreed in writing by us)

- (i) Any amount above €30,000,000 inclusive of all legal costs for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is a Private Motor Vehicle
- (ii) Any amount above €1,300,000 inclusive of all legal costs for damage to other people's property (including any related indirect loss) if the *Insured Vehicle* is any other type of vehicle
- (iii) Death or injury to the person driving or in charge of the *Insured Vehicle*
- (iv) Liability for death or injury to any employee of the person insured, arising during the course of their employment, except where required by law
- (v) Liability for death, injury or damage resulting from using the *Insured Vehicle* or any machinery attached to it as a tool of trade
- (vi) 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
- (vii) 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*
- (viii) 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*
- (ix) Death or injury to any person (including any passenger) while in or on any trailer, semi-trailer or caravan covered by this policy, whether coupled to the *Insured Vehicle* or otherwise

### (3) Insuring others -

#### (a) What is covered

We will also insure the following people under this Section

- (i) Any person *you* allow to use the *Insured Vehicle* as long as *your* current *Certificate of Motor Insurance* says they can and they are not excluded from driving by an *Endorsement* shown in the *Schedule*
- (ii) 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*
- (iii) The legal representatives of any of the above person(s), following the person's death, but only in respect of the deceased's liability

#### (b) What is not covered

- (i) 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*.

## 4 Costs of Legal Representation -

### (a) 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*

- (i) The solicitor's fee for representing anyone we insure at a court of summary jurisdiction, fatal accident enquiry or coroner's inquest
- (ii) 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.

### (b) What is not covered

- (i) 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*
- (ii) 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*

## SECTION 2 – Accidental Damage (excluding fire and theft)

### (1) What is covered

We will cover *you* for loss or damage to any *Insured Vehicle*, including standard accessories on it, for any one incident while it is being used on the public highway, temporarily parked during the course of a journey or parked in a *private domestic garage* or parked on the private driveway at the private residence of an *Insured Person*. We will pay for reasonable towage fees to the nearest reputable motor dealer should it be necessary to protect the *Insured Vehicle* and/or mitigate any loss.

### (2) What is not covered

- (i) Any amount above €85,000 or above the *trade value*, whichever is the lower, in respect of damage to an *Insured Vehicle* that is owned by and/or registered to *you* and/or constitutes *stock vehicles* unless otherwise agreed in writing by *us*
- (ii) Any amount above €100,000 or above the *market value*, whichever is the lower, in respect of damage to a customer's vehicle in *your* custody or control whilst it is being repaired, serviced, tested, maintained, altered, cleaned, valeted or inspected by *you*, and where *you* are legally liable to pay for such damage, unless otherwise agreed in writing by *us*
- (iii) Any amount above an aggregate amount of €250,000 payable in any one *Period of Insurance*
- (iv) Any vehicle which is not the *Insured Vehicle* and any loss or damage if *you* do not have cover under this section
- (v) Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakage
- (vi) 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
- (vii) all loss damage and liability caused by or arising out of the use of any agricultural type vehicle or mechanical plant type vehicle whilst being used as a tool of trade, unless otherwise agreed in writing by *us*
- (viii) Loss or damage caused deliberately by *you* or any person driving the *Insured Vehicle* with *your* permission
- (ix) Any other indirect loss
- (x) Any parts or accessory which is not within the manufacturer's standard specification for the *Insured Vehicle*.
- (xi) Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts
- (xii) Loss or damage resulting from the use of steam cleaning equipment
- (xiii) 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 the *Insured Vehicle*
- (xiv) Any storage charges
- (xv) Any amount above €500 for fitted in-car entertainment equipment
- (xvi) VAT if *you* are registered
- (xvii) The amount noted as *Excess* on the *Schedule* effective at the time of any incident
- (xviii) If an accident results in a person driving being charged with an offence involving excess alcohol or the use of drugs, the cover *we* provide for that accident is limited to Section 1 of this *policy*.
- (xix) Loss or damage to the *Insured Vehicle* whilst as a result of deception or any fraudulent action by a purported purchaser or his agent
- (xx) Loss or damage to an *Insured Vehicle* whilst it was located in or on the *Business Trade Premises* (as described in the *Proposal Form/Statement of Facts* or any subsequent change of business address advised to *us* and recorded on the *Schedule*, along with any other motor trade premises or business premises associated with the motor trade, whether belonging to *you* or not.
- (xxi) Any personal effects
- (xxii) Depreciation in value to any *Insured Vehicle*
- (xxiii) Any car hire costs
- (xxiv) Loss or damage to a trailer whilst attached to an *Insured Vehicle*.
- (xxv) Loss or damage to any vehicles being towed or transported by *you* or any *Insured Person*.



## SECTION 3 – Fire and Theft

### (1) What is covered

We will cover *you* for loss or damage to the *Insured Vehicle*, including standard accessories on it, as per Section 2 provided that it is caused by fire, lightning, explosion, theft or attempted theft for any one incident while it is being used on the public highway, temporarily parked during the course of a journey or parked in the *private domestic garage* or the private driveway at the private residence of an *Insured Person*.

This Section extends to include the cost of replacing locks or lock mechanisms, keys, key cards and remote control transmitters, necessary to maintain the security of any *Insured Vehicle* against access following theft of keys, key cards or remote control transmitters by force and violence (or threat thereof against *you* any partner, director or employee of *you*) for any amount not exceeding £5,000 any one occurrence of theft.

### (2) What is not covered (unless otherwise agreed in writing by us):

In addition to the exclusions in "What is not covered" under Section 2, we also do not cover the following

- (i) 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.
- (ii) Loss caused by theft unless the *Insured Vehicle* has been missing for a period of 14 days from the date that the loss was reported to *us*.
- (iii) 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.
- (iv) Theft or larceny of the *Insured Vehicle* by any member of *your* family or any employee, ex-employee, business partner or director.
- (v) Any additional damage resulting from the *Insured Vehicle* being moved by *you* after a fire or theft.
- (vi) Tapes, cassettes, compact and mini discs, Citizens-Band radios, phones or phone equipment satellite navigation equipment that does not form part of the original manufacturer's specification.
- (vii) Tools of trade, personal belongings, documents or goods.
- (viii) Loss or damage caused by fire, lightning or explosion to an *Insured Vehicle* fitted with any cooking or catering equipment, including Mobile Catering Vehicles and Campervans/Caravanettes.
- (ix) Loss or damage to the *Insured Vehicle* as a result of deception or any fraudulent action by a purported purchaser or his agent.
- (x) Loss or damage to an *Insured Vehicle* as a result of theft or attempted theft whilst it was located in or on the *business premises* (as described in the *Schedule*)
- (xi) Any amount above e500.00 in respect of Fire Brigade Charges per incident
- (xii) Any loss or damage to a trailer whilst attached to an *Insured Vehicle*.
- (xiii) Any loss for any *Insured Vehicle* above e25,000 when Section 2 is not operative.
- (xiv) Loss of or damage to an *Insured Vehicle* as a result of theft, attempted theft or fire whilst it was at or located within a 1 kilometre radius of any *business/trade premises*, forecourt or compound owned or leased/rented by or in the occupation of the *Insured Person*, any business partners, directors, employees, spouse, family members, partner or member of the *Insured Person's* household or drivers named on the *Certificate of Motor Insurance*.

## SECTION 4 – No Claims Discount

For each annual *period of insurance* completed where *you* do not claim under this *Policy* and where *you* or any *Insured Person* have not been involved in any incident (including theft or attempted theft) that has or may result in a claim against the *Policy*, *we* will increment *your* No Claims Entitlement Discount (assuming the *Policy* has not already reached its maximum discount) in accordance with the discount table as described for each subsequent renewal period until the maximum discount has been achieved. *You* cannot transfer *your* No Claims Discount to anyone else.

<b>Years NCD Entitlement at last Renewal</b>		<b>Years NCD Entitlement at next Renewal</b>
5	reverts to	3
4	reverts to	2
3	reverts to	1
2 or less	reverts to	0

If a claim is made or arises under this *Policy*, any No Claim Discount previously earned will be reduced at the next renewal as shown above. If a claim is made or arises after *we* have invited renewal terms *we* may choose to amend the terms or remove the invitation at any time before the renewal date.

Two or more fault claims in the same *Period of Insurance* will reduce the number of years' No Claims Discount entitlement at next Renewal to zero.

The above step back will also apply when transferring a no claims discount from a previous insurer at inception.

A fault claim is an accident or loss where *you* are considered to be to blame, or where *you* or *your* insurance company cannot recover costs from somebody else.

## SECTION 5 – Driving Abroad

Cover under this *Policy* is operative under Section 5 only for a private car owned by and registered to *you* for use in connection with Social, Domestic and Pleasure purposes, unless otherwise agreed in writing by *us*, while driving abroad, which is a territory outside of the *Geographical Limits*.

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

### (1) Minimum Insurance - (a) What is covered

We will provide the minimum insurance that applies to the country concerned to allow *you* to use a private car owned by *you* and registered in *your* name covered by this Insurance in:

- Any country which is a member of the EU; and
- Other countries that have made arrangements to meet the minimum insurance set by the EU.

The minimum cover automatically provided by this *Contract of Motor Insurance* varies from country to country. If the minimum insurance cover in the Republic of Ireland is greater than the minimum insurance cover in the country in which the *your Insured Vehicle* is being used, then the minimum insurance cover of the Republic of Ireland will apply.

### (b) What is not covered

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

### (2) Additional Cover Abroad - (a) What is covered

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

- (i) to any country which *we* have agreed to provide cover for; and
- (ii) 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.

### (b) What is not covered

- Any loss or damage if *you* have not asked for extra cover and have not paid any premium due.
- 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* for more than 3 months in any *Period of Insurance* or more than 31 days at any one time.

### (c) Claims

If *your Insured Vehicle* is involved in an accident, or subject to crime, *you* must tell *us* as soon as possible.

## SECTION 6 – Windscreen and Windows

### (1) What is covered

We will pay for damage to the *Insured Vehicle's* windscreen or windows up to a limit of €250.00 for any one incident. Cover is restricted to any one windscreen claim per *Period of Insurance* unless *our* approved windscreen repairer carries out the repair/replacement. Phone 014994600 (select option 2) for the KennCo approved repairer.

Regardless of windscreen repairer however, this Section is limited to a maximum indemnity of €500.00 for any one *Period of Insurance*. If this is the only damage *you* are claiming for, we will not reduce any earned no claims discount nor will any *Excess* apply.

### (2) What is not covered

- (i) Any loss or damage if *you* do not have cover under this Section.
- (ii) Damaged sunroofs, roof panels, lights or reflectors, even if they are made of glass.
- (iii) 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.
- (iv) VAT - if *you* are registered for VAT.

## SECTION 7 – Towing

### (1) What is covered

We will also insure *you* for Third Party Cover, as under Section 1, while the *Insured Vehicle* is towing a trailer or any one vehicle, so long as the towing is allowed by law and the trailer or vehicle being towed is attached properly to the *Insured Vehicle* by towing equipment made for this purpose.

### (2) What is not covered

- (i) Loss or damage to any caravan, trailer or any vehicle being towed.
- (ii) Property or goods belonging to (or in the care of) *you* or *your* passengers or being carried in or on any trailer or vehicle being towed
- (iii) Legal liability when *you* are towing the trailer or vehicle for profit unless *you* have previously asked for such cover and *you* have paid any additional premium due
- (iv) 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, or getting on to or off, a trailer or vehicle being towed

## SECTION 8 – 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:
  - (i) used for a purpose which it is not insured for;
  - (ii) 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;
  - (iii) 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;
  - (iv) 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*;
  - (v) on rails or not on "terra-firma" unless being transported by train, sea or air ferries;
  - (vi) used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle;
  - (vii) used to carry passengers unless they are being carried in fitted seats which have been permanently and securely installed in the *Insured Vehicle*;
  - (viii) used in or on restricted areas of airports, airfields or military bases.
  - (ix) Used for any business activity outside of the Business Description noted on the *Schedule of Cover*, unless agreed in writing by us
- 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 vehicle that is owned, hired or loaned to, or part of a hire purchase agreement with *your* employees.
- 5 Hiring out of 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 or 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:
  - (i) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, revolution, act of terrorism, riot or similar event;
  - (ii) earthquake;
  - (iii) ionising radiation or radioactive contamination from nuclear fuel, or nuclear waste, or any risk from nuclear combustion or equipment;
  - (iv) pressure waves caused by aircraft and other flying objects; or
  - (v) 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 Death or injury to any person (including any passenger) while in or on any trailer, semi-trailer or caravan covered by this *Policy*, whether coupled to the *Insured Vehicle* or otherwise.
- 12 Claims made by any holding subsidiary or associated company or firm of the *Insured Person* or by a company which is part of a group of companies of which the *Insured Person* is also a part.
- 13 Any liability, injury, loss or damage caused directly or indirectly by:
  - (i) pollution
  - (ii) 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:
    - (a) sudden
    - (b) identifiable
    - (c) not deliberate
    - (d) unexpected

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

14 If an accident results in a person driving being charged of an offence involving drink or drugs, the cover we provide for that accident is limited to Section 1 Liability to Others: Third Party Cover.

15 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:

- (i) 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,
- (ii) 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 *you*. 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.

16 Unless otherwise agreed in writing by *us*, any claim and/or expenses arising out of:

- (i) any incident involving the driving of the following vehicles by any driver whose driving is covered by this *policy*
  - buses or coaches
  - motorcycles, unless declared to and accepted by *us*
  - public service emergency vehicles,
- (ii) 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.
- (iii) defective workmanship or by work being done on the vehicle by *you* or by any person acting on *your* behalf (applicable to Section 2 and Section 3 only).

17 Excluded Vehicles (unless otherwise agreed in writing by *us*)

- (i) Vehicles owned and/or registered to employees, family members or any person named on the *Certificate of Motor Insurance* other than *you*, unless the vehicle falls within our definition of an *Insured Vehicle* and is :
  - In *your* custody or control whilst it is being repaired, serviced, tested, maintained, altered, cleaned, valeted or inspected by *you* on the condition that there is also a separate motor insurance policy in place for that vehicle
  - Owned by or registered to individual Directors or Business Partners who have been declared as such and who are noted on this *Contract of Motor Insurance* as an *Insured Person*.
- (ii) Vehicles not owned by *you*, being used for any purpose other than the overhaul, maintenance, repair, service, testing, or inspection of the vehicle.
- (iii) Any motorcycle, moped, scooter, quad or trike
- (iv) Any Recovery Vehicle driven by an *Insured Person* for the purpose of recovering vehicles
- (v) Vehicles being used for any use other than for Motor Trade or Social Domestic and Pleasure purposes.
- (vi) Agricultural Vehicles, mechanically propelled plant or machinery.
- (vii) Steam-driven vehicles.
- (viii) Vehicles on any business/trade premises, forecourt or compound that is owned, leased or rented to you, any director or business partner, any family member including common-law family or any person named on the *Certificate of Motor Insurance*.
- (ix) Mobile Catering Vehicles
- (x) Vehicle with a gross vehicle weight in excess of 10.0 ton.

18 Seizure and confiscation

Any confiscation, requisition, expropriation, appropriation, seizure or destruction of property by or under the order of any government or public or local authority.

## SECTION 9 – 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*

This insurance will only apply if:

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

### b. Notification of 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:

- (i) All accidents involving possible injury; loss or damage must be reported to *us* within 48 hours of occurrence.
- (ii) Any writ summons or impending prosecution must be sent and/or notified to *us* as soon as possible and a claim form and all relevant documentation must be submitted within 7 days from the date of occurrence
- (iii) contact *your* insurance advisor immediately, (if *you* do not tell *us* immediately about incidents which might result in claims, *we* may not pay *your* claim);
- (iv) send *us* a fully-completed claim form within 7 working days of the accident or loss whether *you* are to blame or not;
- (v) send *us*, unanswered, every letter *you* receive about a claim as soon as *you* can;
- (vi) tell *us* as soon as *you* know about any prosecution, coroner's inquest or fatal accident inquiry;
- (vii) do not do anything to harm *our* interests (such as admitting liability or negotiating a settlement) without *our* written permission; and
- (viii) 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.

### c. Dealing with Claims

*We* can:

- (i) 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;
- (ii) take action (which *we* will pay for) in *your* name or that of any other person insured by this *Contract of Motor Insurance*, to recover any outlay under this *Contract of Motor Insurance*; and
- (iii) 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 form*, *Statement of facts*, subsequent 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* reserve the right to withhold any return of premium without prejudicing *our* rights to void the contract, if such retention is required to put towards a payment *we* may need to make initially as part of Road Traffic Act cover. *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 by 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**

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 must be turned on when the vehicle is left unattended. *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 unattended.

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:

- (i) Protect the *Insured Vehicle* from loss or damage.
- (ii) Keep the *Insured Vehicle* in an efficient and roadworthy condition.
- (iii) 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.
- (iv) Not move or drive the *Insured Vehicle* after an accident, fire or theft if to do so may cause additional damage.
- (v) Allow us to examine the *Insured Vehicle* at any reasonable time.

### **g. Cancellation**

We may cancel this *Contract of Motor Insurance* at any time by giving 10 days' notice to your Insurance Broker or by registered letter to your last known address and in such case you shall be entitled to the return of a proportionate part of the Premium (provided the premium has been paid to the Company) in respect of the unexpired *Period of Insurance*.

You may cancel this *Contract of Motor Insurance* at any time by telling us or your Insurance Advisor in writing and sending us your *Certificate of Motor Insurance* and Windscreen Disc(s). Providing you are not in your first year of cover and there has been no claim under the Policy in the *Period of Insurance* we will refund you the amount of premium for the number of days not used until the expiry of the Policy.

If your *Policy* is in its first year of cover with us, the following charges apply:

Length of time you have had cover for	Proportion of premium payable
up to 1 month	20%
up to 2 months	30%
up to 3 months	40%
up to 4 months	50%
up to 5 months	60%
up to 6 months	70%
up to 7 months	80%
up to 8 months	90%
More than 8 months	100%



## **h. Other Insurance**

If *you* claim for anything that is covered by another insurance, *we* will only pay any amount *you* cannot recover from the other insurance up to the limits of this *Contract of Motor Insurance*.

## **i. Change in risk condition**

*You* must tell The Company as soon as possible during the *period of insurance* of any change

1. to the business
2. in the person, firm, company or organisation shown *in the schedule* as the *insured*
3. to the information *you* provided to *us* previously or any new information that increases the risk of loss as insured under any section of the policy.

Any change that was not within the reasonable scope of the agreed business may not be accepted by *us* and claims may not be paid. In this case the policy will come to an end from the date of the change unless *we* agree in writing to accept an alteration.

*We* do not have to accept any request to vary the policy if it is deemed to change the scope of the agreed contract. If *you* wish to make any alteration to the policy *you* must disclose any change to the information previously provided or any new information that could affect this insurance. If *we* accept any variation to the policy, an increase in the premium or different terms or conditions of cover may be required by *us*.

## **j. Contractual duties and proportionate remedies condition**

*You* have a duty prior to the start of this policy, prior to any variation made during the period of insurance and prior to each renewal, to respond to all questions posed by *us* with complete honesty and with reasonable care.

1. If *you* respond to the questions posed *us* in a negligent manner, without complete honesty and/or reasonable care, then *we* can elect one of the following remedies:
  - a. *We* will avoid the contract and refuse all claims, if *we* would not have entered into this contract based on honest and accurate information. *We* will return any premium paid; or
  - b. *We* will treat the policy as if it had included the different terms (other than payment of the premium) that *we* would have imposed had *you* responded honestly to the questions posed ; or
  - c. *We* will reduce proportionately any amount paid or payable in respect of a claim under the policy using the following formula. *We* will divide the premium actually charged by the premium which *we* would have charged had *you* responded honestly to questions posed and calculate this as a percentage. The same percentage figure will be applied to the full amount of the claim to arrive at the proportion of the claim to be paid or payable.
2. If *you* fraudulently responded to any of *our* questions or have been involved in any fraudulent activity, relative to this contract, *we* will void this contract from the start of the policy. If there is an active claim, this too will be avoided.

**k. Warranties and conditions precedent endorsement**

It is hereby agreed by *us* that any warranties or conditions precedent contained in *your* policy document or policy *schedule* will be interpreted as per Section 19 of the Consumer Insurance Contracts Act 2019.

Subject otherwise to the terms conditions and exceptions of the policy.

**l. Cooling Off Period**

*You* may cancel this policy within 14 days of the first period of insurance but not after any subsequent renewal if *you* are dissatisfied for any reason or the policy does not meet *your* requirements. *You may cancel the Contract of Motor Insurance* at any time in line with Section 9 (g) of the Policy.

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.

## 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 to any attending Garda or police officer and any other party involved in the accident.
- 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 or police officer.
- 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 Gardai within 24 hours.

### Theft

- Report the theft to the Gardai 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 Advisor or *us*.

## REPAIRS

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

### if the vehicle can still be driven

- After telling your Insurance Advisor or us about the incident you will receive an Accident Report or Theft Form which you should complete and return within 7 days.
- *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.

### if 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.

Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16

**T** 01 4994600 **F** 01 4954627 **E** info@kennco.ie **www.kennco.ie**

Company registered no. 0454673.

Registered office: Suites 6 & 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.  
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