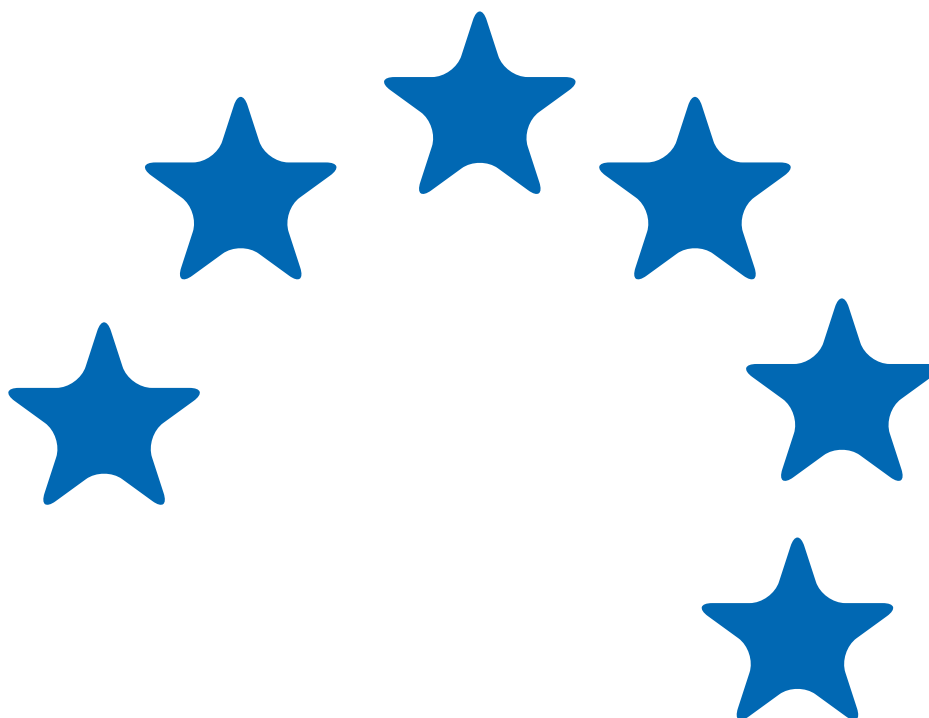


ARRANGED BY



# 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* that you have signed 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.

## 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, Portllington, 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.fspoi.ie](http://www.fspoi.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 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 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* - The cost of replacing the *Insured Vehicle* (applying to Customers' vehicles only) at the date of the accident or loss with one of a similar make, model, age, condition and mileage, provided that such cost is not above the policy limit or the value declared in the *Proposal Form*, *Statement of Facts* or subsequent declarations. 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.

*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* - The form signed by *you* which describes *you*, any details specific to *you* or any driver named on the *Contract of Motor Insurance* and all material information relevant to the cover which *you* have requested. This *Policy* will be voidable in the event of misrepresentation, mis-description, or non-disclosure of any material facts i.e. those circumstances which may influence us in our acceptance or assessment of this insurance. If *you* are in any doubt as to whether a fact is material or not please disclose it.

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

*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 *Policy* and claims may not be paid.

*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. Stock vehicles constitute vehicles owned by *you* for the purposes of resale in connection with *your* declared motor trade business only and for which *you* have documentary proof of purchase.

*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

- (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*

## **5 European Union (EU) Compulsory Cover -**

### **(a) What is covered**

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

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

### **(b) What is not covered**

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

## 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.
- (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, or vehicles owned by *you* for the purposes of resale in connection with *your* motor trade business only (evidence of purchase will be required)
- (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) Loss or damage resulting from using the *Insured Vehicle* or any machinery attached to it, as a tool of trade
- (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*.



- (xxvi) In addition to the standard policy excess and any voluntary excess that may apply to the Policy, a further €500 compulsory excess will apply when the *Insured Person* (whether driving or the last person in charge of the *Insured Vehicle*) is aged under 25 years of age at the time of the accident/incident or if the *Insured Person* (whether driving or the last person in charge of the *Insured Vehicle*) holds a provisional drivers licence at the time of the accident/incident.

## 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 theft 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

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 €500.00 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 €25,000 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*.
- (xv) In addition to the standard policy excess and any voluntary excess that may apply to the Policy, a further €500 compulsory excess will apply when the *Insured Person* (whether driving or the last person in charge of the *Insured Vehicle*) is aged under 25 years of age at the time of the accident/incident or if the *Insured Person* (whether driving or the last person in charge of the *Insured Vehicle*) holds a provisional drivers licence at the time of the accident/incident.

## 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	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 will delete all no claim discount entitlement.

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* immediately.

## 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 nominated windscreen repairer carries out the repair/replacement. This nominated repairer is All Glass, phone 1890-202012.

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.
- 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 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

- (i) Vehicles owned and/or registered to employees, family members or any person named on the *Certificate of Motor Insurance*, other than *you*, individual directors or business partners 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) Vehicles not owned by *you*, being used for any purpose other than the overhaul, maintenance, repair, service, testing, or inspection of the vehicle, unless it is a customer's vehicle in the Insured's custody or control for motor trade purposes.
- (iv) Any motorcycle, moped, scooter or quad bike unless cover has been extended by way of an *Endorsement* on the *Schedule*, to include *your* motorcycle, moped, scooter or quad bike, for use by *you* for Social Domestic and Pleasure purposes only.
- (v) Any Recovery Vehicle(s) unless it 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* and where cover has been agreed by *us* in writing
- (vi) Vehicles being used for any use other than for Motor Trade or Social Domestic and Pleasure purposes.
- (vii) Agricultural Vehicles, mechanically propelled plant or machinery.
- (viii) Steam-driven vehicles.
- (ix) 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*.
- (x) Mobile Catering Vehicles
- (xi) Vehicle with a gross vehicle weight in excess of 10.0 ton.

## 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

*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 Advisor 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:

- (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 immediately 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, 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. Cancelling your Policy**

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)*. If 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* less a Cancellation Administration Fee of €50.00. The unused days will only be counted when the *Certificate and Disc(s) of Motor Insurance* are received by us.

If your *Policy* is in its first year of cover with us, the following charges apply if there has been no claim;

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%

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(s) 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(s), or if you or someone else has made a claim under this *Contract of Motor Insurance*.

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

#### **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. 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 Advisor for advice about changes. You may have to pay an extra premium.

## SECTION 10 - Endorsements

- MT001: Windscreen Cover Excluded**  
Notwithstanding anything contained herein to the contrary, it is hereby understood and agreed that the indemnity provided under Section 6 (Windscreen Cover) shall be excluded from this *Policy*. Subject otherwise to the terms, exceptions and conditions of this *Policy*.
- MT002: Maximum Indemnity Value – Own Vehicles**  
The maximum indemnity amount as shown in Section 2(2) (i) of this *Policy* is increased to €100,000. Subject otherwise to the terms, exceptions and conditions of this *Policy*.
- MT003: Motorcycle**  
The cover provided by this *Policy* may be extended to include a motor cycle for Social, Domestic & Pleasure Use plus Business Use (but purely in connection with the business use described in the *Proposal Form/Statement of Facts*), solely by the Proposer/Proprietor of the business, provided that the motorcycle is owned by and registered to the Proposer/Proprietor of the business (as described in the *Proposal Form/Statement of Facts*).  
The Proposer/Proprietor must be at least 25 years of age or over for cover to operate and must hold a current, valid, endorsement free, full Irish motorcycle drivers licence.  
For cover to operate, the motorcycle cannot be over 150 BHP (Brake Horse Power).  
If operative, this cover is limited to Third Party Only (Section 1 of the *Policy*).  
Cover will only extend to one bike and one user at any time and the additional premium required for this extension must be paid. This charge applies regardless of effective date.
- MT004: Caravanette Excluding Fire and Contents**  
Notwithstanding anything contained herein to the contrary it is hereby understood and agreed that the *Insured vehicle* being a caravanette or motor home type vehicle then we shall not be liable in respect of  
a) any loss arising in respect of Fire damage arising out of the use of any heating lighting or cooking appliance.  
b) any loss or damage to the fixtures fittings or contents of the vehicle.  
Subject otherwise to the terms, exceptions and conditions of this *Policy*.
- MT005: Third Party Property Damage – Increased Indemnity**  
The maximum indemnity amount as shown in Exceptions to Section 1 (2) (ii) of this *Policy* increased to €2,500,000.  
Subject otherwise to the terms, exceptions and conditions of this *Policy*.
- MT006: Maximum Indemnity Value – Customer Vehicles**  
The maximum indemnity amount as shown in Section 2 (2) (ii) of this *Policy* is increased to €150,000. Subject otherwise to the terms, exceptions and conditions of this *Policy*.
- MT007: Where the business trade premises forms part of the Insured's private domestic dwelling**  
Where the business trade premises (as described in the *Schedule*) forms part of the Insured's private domestic dwelling No. (2) (x) of Section 3 is deleted and replaced by the following:  
"loss or damage to an *Insured Vehicle* whilst it was located in or on the *business trade premises* (as described in the *Schedule*) other than as a result of theft or attempted theft but only when the *Insured Vehicle* is located in the *private domestic garage* or on the private driveway at the private domestic dwelling of the *business trade premises* (as described in the *Schedule*).
- MT008: Demonstration (Third Party Only Cover)**  
Section 1 of this *Policy* shall be operative while an *Insured Vehicle* owned by you is being driven for the purpose of demonstration with your permission by any person provided that such person:  
1) Is not a business partner, director, employee, spouse, family member, partner or member of the *Insured Person's* household or driver named on the *Certificate of Motor Insurance*.  
2) Is accompanied at all times by you or any person named in the valid *Certificate of Motor Insurance* as entitled to drive.  
3) Is not entitled to an indemnity under any other insurance.  
4) Shall act in accordance with the full terms of this *policy* in so far as they can apply.  
5) Holds or has held a licence to drive such vehicle and is not disqualified from holding or obtaining such a licence. It is therefore important that you or any person named in the *Certificate of Motor Insurance* ask the appropriate questions before allowing anyone drive an *Insured Vehicle*.

**MT009: Vehicle Tracker**

We will not pay for loss of or damage to the *Insured Vehicle* if it is stolen unless the tracking device which has been declared as fitted to the *Insured Vehicle*, or any subsequent tracking device fitted to the *Insured Vehicle* and approved by us, is fully operational and activated. Following a claim, the full set of vehicle keys and all relevant activating accessories must be provided to us. If any key or activating accessory has been lost or destroyed there will be no cover unless we have already been notified in writing of such a loss.

**MT0010: Several Liability Notice**

The subscribing insurers' obligations under the 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.

## 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 Gardaí within 24 hours.

### Theft

- Report the theft to the Gardaí 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 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.

### 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.

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