

# Zurich Mini Fleet Insurance

Policy Document



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## The Contract of Insurance

### **Mini-Fleet Insurance Policy**

The Policy, Schedule, Certificate of Insurance and any endorsements should be read as if they are one document.

The Policy is a contract between **you** and **us** and operates within the **Territorial Limits** as defined in the meaning of words.

**We** will insure **you** under those sections shown in the Schedule during any period of insurance for which **we** have accepted **your** premium provided all the terms and conditions of the Policy are kept.

Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to **your** right to recover under this Policy.

For **your** own protection **you** are recommended to read **your** Policy and all its Conditions to ensure that it is in accordance with **your** intentions. **We** would draw **your** attention specifically to the General Exceptions section of the Policy and the exclusions set out in each section of the Policy.

**We** have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by **you** or on **your** behalf including but not limited to:

- information provided in any proposal, or otherwise in response to specific questions asked by **us**;
- information provided and recorded in any Statement of Facts issued to **you**;
- any declarations made by **you** or on **your** behalf; and/or
- any additional information voluntarily provided.

This is a legal document and should be kept in a safe place.

## Mini-Fleet Assistance

To assist our customers when the unexpected happens, we, in conjunction with our assistance company will provide the following benefits:

**Roadside Breakdown Assistance in the Republic of Ireland via 24 hour, 365 day Emergency Helpline 01 609 1436 or 0818 208 408.**

If your vehicle\* is immobilised more than 2 kilometres from your driver's home address as a result of a mechanical or electrical failure, loss of keys or driver error and cannot be driven, we will provide 30 minutes Roadside Assistance free of charge.

Should this prove unsuccessful we will organise and pay the cost of bringing your vehicle\* to the nearest garage capable of effecting repairs or to any garage of your choice if it is nearer.

If immobilisation occurs more than 50 kilometres from your driver's home address and roadside assistance proves unsuccessful you may choose one of the following options when you contact the Emergency Helpline:

**(a) The cost of returning home by public transport,**

or

**(b) The cost of accommodation for one night only,**

subject to a limit of €65 per person.

Please Note: The most we pay under either option is €130.

\* Vehicle is defined as any Private Car or Commercial Vehicle (not exceeding 2 tonne carrying capacity) noted on the Schedule of vehicles submitted at last renewal date.

### **Claims Notification period**

Please note that all Claims must be notified to Zurich within 30 days of their occurrence.

Please refer to the General Exceptions and Conditions section of this document and familiarise yourself with your obligations as failure to comply with the Policy conditions could result in your claim being refused.

## Meaning of words

Certain words in the Policy have special meanings which are defined below. To help **you** identify these words in the Policy **we** have printed them in capital letters throughout.

### Levels of Cover

The level of cover applicable under the Policy is as stated in the Schedule(s) or any relevant endorsement. Any alteration in the terms of this Policy or any endorsement will not be valid unless authorised at **our** Head Office.

### Comprehensive

Section 1, Section 2 and Section 3 of this Policy are operative.

### Third Party Fire & Theft

Section 1 and

Section 2 (only for loss or damage caused directly by fire, self-ignition, lightning, explosion or by theft or attempted theft) and

Section 3 of this Policy are operative.

### Third Party Only

Section 1 and Section 3 (other than Medical Expenses) of this Policy are operative.

### Insured Person

- **you**.
- the driver.
- at **your** request:
  - (a) any of **your** principals, directors or employees.
  - (b) any passenger.
  - (c) the owner of the vehicle on hire or loan or leased to **you**.

### Standard Accessories

Includes all types of vehicle audio, two way radio and telephone systems.

### Glass

The front, back and side windows of the vehicle but excluding sunroofs, panoramic roofs, mirrors and lights.

### Misfuel/Misfuelled/Misfuelling

The event whereby the vehicle is accidentally filled with an incorrect type of fuel as defined by the manufacturer of the vehicle – for example, putting petrol in the fuel tank of a diesel-engine vehicle or diesel in the fuel tank of a petrol-engine vehicle.

### Continuing Restrictive Condition

Any condition in this Policy, however expressed, that purports to require **you** to do, or not to do, a particular act or acts, or requires **you** to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

### We, Us, Our

Zurich Insurance Europe AG

### You, Your

The person, people or the company shown in the Schedule as the Insured.

### Territorial Limits

Republic of Ireland, Northern Ireland, Great Britain, Isle of Man and the Channel Islands.

### Excess

The amount which **you** are responsible to pay for each and every loss.

## Section 1 – Liability to Third Parties

What is insured	What is not insured
<p><b>1. Indemnity to Insured</b></p> <p>We will indemnify <b>you</b> against all sums which <b>you</b> or <b>your</b> personal representatives become legally liable to pay by way of damages or costs on account of death or bodily injury to any person or damage to property caused by or in connection with any motor vehicle described in the Schedule for any one accident or a series of accidents arising out of one event.</p> <p>Property damage is limited to the amount stated in the Schedule.</p> <p>We will pay the Solicitor's fee incurred with <b>our</b> written consent for representation at any Coroner's Inquest for any death or for defending in any Court of Summary Jurisdiction any proceedings for any act causing any event which may be the subject of indemnity under this Section.</p>	<p><b>Except so far as is necessary to meet the requirements of the Road Traffic Acts Legislation we will not be liable for:</b></p> <ul style="list-style-type: none"> <li>• death or bodily injury to: <ul style="list-style-type: none"> <li>(i) any person driving the vehicle or in charge of the vehicle for the purpose of driving.</li> <li>(ii) any passenger being accommodated in or on the vehicle.</li> </ul> </li> </ul> <p><b>We will not be liable for:</b></p> <ul style="list-style-type: none"> <li>• death or bodily injury to any person or damage to property caused or arising beyond the limits of any road in connection with: <ul style="list-style-type: none"> <li>(i) the bringing of the load to any vehicle for loading or</li> <li>(ii) the taking away of the load from any vehicle after unloading</li> </ul>                     by any person other than the driver or attendant of the vehicle.                 </li> <li>• damage to property: <ul style="list-style-type: none"> <li>(i) owned by or in the possession, custody or control of the <b>Insured Person</b></li> <li>(ii) in or on the vehicle or trailer.</li> </ul> </li> <li>• damage to or loss of the vehicle or trailer.</li> <li>• the <b>excess</b> as stated in the Schedule.</li> </ul>
<p><b>2. Indemnity to Other Persons</b></p> <p>We will indemnify any person or firm named in the effective Certificate of Insurance in the section headed "Persons or Classes of Persons whose liability is covered" in connection with any vehicle for which indemnity is granted by this Policy but only for <b>your</b> negligence provided that the person or firm claiming indemnity:</p> <ul style="list-style-type: none"> <li>(i) is not entitled to indemnity under any other Policy.</li> <li>(ii) observes, fulfils and is subject to the terms exceptions and conditions of this Policy, in so far as they can apply.</li> </ul>	

## Section 2 – Loss or Damage

What is insured	What is not insured
<p><b>1. Indemnity to Insured</b></p> <p><b>We will indemnify you</b> against loss or damage:</p> <ul style="list-style-type: none"> <li>(i) to any vehicle described in the Schedule and/or its <b>Standard Accessories</b></li> <li>(ii) while in transit by sea (or during the process of loading or unloading incidental to the transit) between any ports in countries to which this Policy applies.</li> </ul> <p><b>Reinstatement or Repair</b></p> <p><b>We</b> may repair, reinstate or replace the vehicle or any part thereof and/or its <b>Standard Accessories</b> or may pay in cash the amount of the loss or damage. If to <b>our</b> knowledge the vehicle is the subject of a hire purchase agreement, payment will be made to the owner as described in the agreement and whose receipt will be a full and final discharge to <b>us</b> for the loss or damage. The most <b>we</b> will pay for any claim for loss or damage will not exceed the market value of the vehicle at the time of loss or <b>your</b> estimated value, recorded by <b>us</b>.</p> <p><b>Removal of Vehicle</b></p> <p>If the vehicle is disabled as a result of loss or damage <b>we</b> will pay the reasonable cost of protection and removal to the nearest repairers.</p> <p>After repair <b>we</b> will also pay the reasonable cost of delivery to <b>your</b> address within the territorial limits of the Policy.</p>	<p><b>We will not be liable for:</b></p> <ul style="list-style-type: none"> <li>• loss of use.</li> <li>• wear and tear.</li> <li>• depreciation.</li> <li>• mechanical, electrical, electronic or computer breakage, failure or breakdown.</li> <li>• damage to tyres caused by braking or by cuts, punctures or bursts.</li> <li>• damage to or loss of the vehicle caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.</li> <li>• damage to <b>Standard Accessories</b> exceeding €325 or 10% of the current market value of the vehicle at the time of the loss excluding the value of the <b>Standard Accessories</b> whichever is the greater.</li> <li>• damage or loss to the vehicle arising from the draining, flushing and/or replenishing of fuel from the vehicle in the event of <b>Misfuelling</b>.</li> <li>• the <b>excess</b> as stated in the Schedule but this amount does not apply for loss or damage due to <b>Glass</b> breakage caused otherwise than by theft or attempted theft.</li> </ul>
<p><b>2. Personal Effects</b></p> <p><b>We</b> will at <b>your</b> request provide indemnity up to a maximum of €1000 for any one event for damage to or loss of personal effects while in or on the vehicle.</p> <p>The owner's receipt will be a full discharge of <b>our</b> liability.</p> <p>No <b>excess</b> applies under this cover.</p>	<p><b>We will not be liable for:</b></p> <ul style="list-style-type: none"> <li>• money, stamps, tickets, documents or securities.</li> <li>• goods or samples carried in connection with any business or trade.</li> </ul>
<p><b>3. Theft of Keys</b></p> <p><b>We</b> will indemnify <b>you</b> if the keys or lock transmitter are stolen by forcible and violent means or theft or attempted theft. <b>We</b> will, at <b>your</b> request pay up to a maximum sum of €1500 for any one event for each vehicle to replace:</p> <ul style="list-style-type: none"> <li>• the door locks and/or boot lock,</li> <li>• the ignition/steering lock,</li> <li>• the lock transmitter and/or central locking interface,</li> </ul> <p>provided that the loss is reported to the Garda Síochána.</p> <p>No <b>excess</b> applies under this cover.</p>	<p><b>We will not be liable for:</b></p> <ul style="list-style-type: none"> <li>• the cost of replacing any alarms or other security devices fitted to the vehicle.</li> <li>• any amount exceeding the market value of the vehicle before the loss.</li> </ul>



## Section 3 – Additional Covers

What is insured	What is not insured
<p><b>1. Personal Liability of Passengers</b></p> <p>We will at <b>your</b> request indemnify in terms of Section 1 of this Policy any passenger mounting into, dismounting from, or travelling in any motor vehicle described in the Schedule provided that the passenger:</p> <ul style="list-style-type: none"> <li>is not driving the motor vehicle or in charge of the motor vehicle for the purpose of driving.</li> <li>is not entitled to indemnity under any other Policy.</li> <li>observes, fulfils and is subject to the terms, exceptions and conditions of this Policy, in so far as they can apply.</li> </ul>	<p>We will not be liable for:</p> <ul style="list-style-type: none"> <li>death or bodily injury to: <ul style="list-style-type: none"> <li>(i) <b>you</b>.</li> <li>(ii) any person driving the motor vehicle or in charge of the motor vehicle for the purpose of driving.</li> <li>(iii) any person in the employment of the passenger where the personal injury arises out of and in the course of the employment.</li> </ul> </li> <li>damage to property: <ul style="list-style-type: none"> <li>(i) owned by or in the possession, custody or control of the <b>Insured Person</b> or the passenger.</li> <li>(ii) in or on the vehicle or trailer.</li> </ul> </li> </ul>
<p><b>2. Medical Expenses</b></p> <p>We will pay medical expenses up to a limit of €1000 for each occupant following injury caused by violent, accidental, external and visible means in direct connection with the vehicle.</p>	
<p><b>3. Fire Brigade Charges</b></p> <p>We will pay charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 subject to a limit of €3000 for any one event.</p> <p>No <b>excess</b> applies under this cover.</p>	
<p><b>4. Indemnity to Principals</b></p> <p>In the event of any claim for which <b>you</b> would be indemnified under Section 1 <b>we</b> will also indemnify any principal but only for <b>your</b> negligence provided that the principal observes, fulfils, and is subject to the terms, exceptions and conditions of this Policy, in so far as they can apply.</p>	<p>We will not be liable if the principal is entitled to indemnity under any other Policy.</p>
<p><b>5. Joint Insured</b></p> <p>If more than one company or individual is named as the Insured in the Schedule the indemnity provided by this Policy will apply jointly and individually.</p>	<p>We will not be liable for any amount exceeding the limit of indemnity as specified in the Schedule.</p>
<p><b>6. Legal Costs</b></p> <p>For any event which may be the subject of indemnity under Section 1 <b>we</b> will also pay at <b>your</b> request, the cost of legal services arranged by <b>us</b> for defending a charge of manslaughter, under subsection (2) (a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or bodily injury subject to a limit of €2,600.</p>	



### Section 3 – Additional Covers continued

What is insured	What is not insured
<p><b>7. Authorised/Unauthorised Movement of Third Party Vehicles</b></p> <p>To facilitate <b>your</b> business Section 1 is extended to indemnify <b>you</b> while any of <b>your</b> employees are moving any motor vehicle not belonging or hired to <b>you</b> which is impeding the legitimate passage of any motor vehicle described in the Schedule.</p>	
<p><b>8. Indemnity to Unspecified Owners</b></p> <p><b>We</b> will indemnify any unspecified owner but only for <b>your</b> negligence provided that they observe, fulfil and are subject to the terms, exceptions and conditions of this Policy, in so far as they can apply.</p>	
<p><b>9. Unlicensed Drivers</b></p> <p>Any requirements of the Motor Certificate for the vehicle that the person driving must hold or have held a licence to drive, will be inoperative when a licence is not required by law, provided that the terms of the Policy are otherwise observed and that the person driving is of an age to hold a licence, or is not disqualified from holding or obtaining a licence.</p>	

## Section 4 – Optional Extensions

These covers are operative only if indicated in the Schedule.

What is insured	What is not insured
<p><b>1. Occasional Business Use</b></p> <p>The Policy is extended to indemnify <b>you</b> or at <b>your</b> request any employee while any motor car provided by them is being used in connection with <b>your</b> business.</p> <p><b>We</b> will not be liable to indemnify any employee unless they observe, fulfil and are subject to the terms, exceptions and conditions of this Policy, <b>in so far as they can apply</b>.</p> <p>General Condition 3, "Other Insurances", will not apply to this extension.</p>	<p>Any motor car:</p> <ul style="list-style-type: none"> <li>• provided by <b>you</b>.</li> <li>• for which <b>you</b> make any allowances other than mileage.</li> <li>• for which <b>you</b> pay or contribute to the road tax and/or the insurance.</li> <li>• used for racing, rallying, reliability trials, pacemaking or speed testing.</li> <li>• used for the carriage of passengers for hire or reward.</li> <li>• used for social, domestic or pleasure purposes.</li> </ul>
<p><b>2. Contingency (Employees)</b></p> <p>Section 1 is extended to indemnify <b>you</b> while any vehicle owned by a person in <b>your</b> employment is being used by any of <b>your</b> employees in connection with <b>your</b> business, provided that <b>you</b> take all reasonable care to ensure that employees authorised to use their vehicles on <b>your</b> business have adequate insurance with indemnity to <b>you</b>.</p> <p>If in the event of any accident, there is any other existing insurance in force covering the same liability, then <b>we</b> are not liable to make any payment under this Policy.</p>	
<p><b>3. Contingency (Hired Vehicles)</b></p> <p>Section 1 is extended to indemnify <b>you</b> while any vehicle <b>you</b> hire (otherwise than under a hire purchase agreement) with driver, is being used in connection with <b>your</b> business, provided that <b>you</b> take all reasonable care to ensure that there is in force adequate insurance for the vehicle with indemnity to <b>you</b>.</p> <p>If in the event of any accident there is any other existing insurance in force covering the same liability, then <b>we</b> are not liable to make any payment under this Policy.</p>	<p>The hired vehicle while being driven by <b>you</b> or <b>your</b> employees.</p>

## Special Provisions

### **1. Application of Limits of Indemnity**

Where there is any event involving indemnity to more than one person the most we will pay is the limit shown in the Schedule and this amount will apply in the aggregate to all persons indemnified and will apply in priority to you.

### **2. Foreign Travel Cover**

This Policy is extended for the use of any vehicle insured by this Policy in any other country for which the Commission of The European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the European Union Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (No. 72/166/CEE).

### **3. Annual Declaration**

A Schedule of vehicles including trailers must be provided to us on which the premium is based. On expiry of the period of insurance you must provide within 30 days details of all vehicles including trailers added to or deleted from the Schedule supplied.

You will then pay an additional premium or receive a refund as the case may be. This premium will be calculated at 50% of the annual premium for all permanent vehicle changes.

## General Exceptions

### **1. Use/Driving**

We will not be liable for any loss, damage, liability and/or injury arising out of any event happening:

- (i) while any vehicle is being used for any purpose not permitted by the certificate of motor insurance.
- (ii) while any vehicle being driven or for the purpose of being driven by or in the charge of any person not authorised by the certificate of motor insurance.

### **2. Contractual Liability**

We will not be liable for any liability (in excess of the common law or the statutory liability applicable to the case) undertaken by you by special contract.

### **3. Riot and Civil Commotion**

We will not be liable except under Section 1 for any loss, damage and/or injury arising during or in consequence of earthquake, riot or civil commotion.

### **4. War/Terrorism**

We will not be liable except so far as is necessary to meet the requirements of the Road Traffic Acts for loss, damage, cost, expense or liability directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- (a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power,
- (b) any act of terrorism.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of violence and/or threat of any persons or group(s) of persons, whether acting alone, 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.

This exception also excludes loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If **we** allege that by reason of this exception, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon **you**.

### **5. Radioactivity**

**We** will not be liable except so far as is necessary to meet the requirements of the Road Traffic Acts, for loss, destruction or damage to any property, any loss or expense resulting or arising therefrom or any consequential loss or legal liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

### **6. Aircraft**

**We** will not be liable for any accident, injury, damage, loss (including consequential loss) or any liability while the insured vehicle is in or on that part of an aerodrome, airport, airfield or military base provided for:

- (i) the take-off or landing of aircraft and for the movement of aircraft on the surface.
- (ii) aircraft parking aprons including associated service roads, refuelling areas and ground equipment parking areas.

## Claims Conditions

### **1. Claims**

Action by **you**

- In the event of any accident, injury, loss or damage likely to give rise to a claim under this Policy **you** must:
  - (i) as soon as practicable (but no later than 30 days from the date of the event) notify **us** and provide all information and assistance that **we** may require.
  - (ii) send to **us** any letter, claim, writ, summons or legal process as soon as it is received.
  - (iii) notify **us** in writing as soon as **you** become aware of any impending prosecution or Coroner's Inquest involving any person entitled to be indemnified under this Policy.
- Further:
  - (i) The **Insured Person** (or the **Insured Person's** agent) will not make any admission of liability or offer or promise of payment but will permit **us** to have the sole conduct of all negotiations or legal proceedings.

- (ii) Subject to General Condition 12 of this Policy, **we** will be entitled to use the name of the **Insured Person** for the purpose of resisting or enforcing any claim. The **Insured Person** will give to **us** all reasonable assistance including the **Insured Person** cooperating with **us** in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and will act in all cases in **our** interest.
- (iii) While **we** have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, **we** will engage with the **Insured Person** during **our** investigation of the claim and give the **Insured Person** the opportunity to submit to **us** any relevant evidence which could inform **our** determination as regards the claim. However, **we** will have full power to settle any claim or part thereof. The settlement will have the effect for all purposes as if it were made with the agreement of the **Insured Person** although the settlement may be made without admission of liability.

## **2. Fraudulent Claims**

If a claim contains information that is false or misleading in any material respect and **you** or any **Insured Person** (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (**Fraudulent Claim**) **we** shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the **Fraudulent Claim** was submitted.

In such circumstances of termination **we** shall refuse all liability to **you** and/or any **Insured Person** (as the case may be) under the Policy in respect of any claim made after the date of submission of the **Fraudulent Claim** (but not in respect of any claim(s) made before submission of the **Fraudulent Claim**) and **we** need not return any of the premiums paid under the Policy.

## **3. Arbitration**

If any dispute arises under this Policy, the dispute will be referred to an arbitrator, who will be appointed jointly by **you** and **us** in accordance with current statutory provisions. **You** may not take any legal action against **us** over the dispute before the arbitrator reaches a decision. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability will be deemed to have been abandoned.

# General Conditions

## **1. Cancellation**

**We** may cancel this Policy by sending 10 days' notice by registered letter to **you** at **your** last known address and **we** will return to **you** the premium less the pro rata portion for the period the Policy has been in force.

## **2. Instalment Defaults**

Where **we** agree to accept payment by instalments, any default in payment on the due date may result in the Policy cover being terminated.

## **3. Other Insurances**

If any other insurance covers the same damage, loss or liability **we** will not be liable to pay more than **our** rateable proportion provided always that nothing in this condition will impose on **us** any liability from which **we** would have been relieved by proviso (i) and (ii) of subsection (2) of Section 1.

## **4. Care of Vehicle**

**You** must at all times maintain the vehicle in an efficient and roadworthy condition.

**You** must take all reasonable steps to safeguard the vehicle from damage or loss.

**We** will have at all times free access to examine the vehicle.

## **5. Laws Relating to Compulsory Motor Insurance**

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which **you** are covered by this Policy, **we** are required by law to pay a claim which **we** would not otherwise be obliged to pay under the terms of this Policy, **we** shall pay such claim but shall be entitled to recover from **you** or any other **Insured Person** (as the case may be) all sums paid by **us**.

## **6. Duty to Comply with Policy Conditions**

- (a) **You** must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by **you**, to include **you** cooperating with **us** in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- (b) Other than where expressly provided in this Policy, **your** compliance with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability on **our** behalf to make any payment under the Policy.
- (c) Breach of any notification-related term or Condition will entitle **us** to refuse payment of a claim where **we** were prejudiced by the breach of the notification-related term or Condition in question.

## **7. Insurance Act 1936**

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

## **8. Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

## **9. (1) Pre-Contractual Representations**

**You** acknowledge and accept the following:

- (a) **you** have a legal duty prior to entering into the Policy and/or prior to the renewal of this Policy to provide responses to questions **we** ask in relation to the risk(s) to be insured.
- (b) a matter about which **we** ask a specific question is material to the risk undertaken by **us** or the calculation of the premium by **us**, or both.
- (c) **you** have a legal duty to answer all questions asked by **us** honestly and with reasonable care.
- (d) while **we** acknowledge that **you** have no legal duty of voluntary disclosure, **you** shall ensure that information which is voluntarily provided by **you** or on **your** behalf is provided honestly and with reasonable care.

## **(2) Remedies for Misrepresentation**

- (a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** or on **your** behalf involves a negligent misrepresentation, the remedy available to **us** shall reflect what **we** would have done had **we** been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if **we** would not have entered into the Policy on any terms, **we** may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if **we** would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if **we** so require;
  - (iii) if **we** would have entered into the Policy, but would have charged a higher premium, **we** may reduce proportionately the amount to be paid on the relevant claim.

- (b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the Policy, **we** may either:
  - (i) give **you** notice that in the event of a claim **we** will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the Policy by giving reasonable notice.
- (c) Where a claim is made under the Policy but an answer which was provided, or information which was volunteered, by **you** involves a fraudulent misrepresentation, or where **your** conduct (relative to the Policy or the steps leading to its formation) involves fraud of any other kind, **we** shall be entitled to avoid the Policy from the date of commencement or renewal (as the case may be) without return of premium.

#### **10. Alteration of Risk**

**You** must tell **us** immediately of any changes to the following provided by **you** to **us** prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by **us**;
- (b) the information provided and recorded in any Statement of Fact issued to **you**;
- (c) the declarations made by **you** or on **your** behalf; and / or
- (d) any additional information voluntarily provided.

When **you** notify **us** about a change as above, or if **you** otherwise become aware of any such change, as referenced above, **we** may reassess the premium chargeable and Policy cover more generally.

**We** may refuse a claim made by **you** where there has been a change in the subject matter of the Policy which results in a new risk which **we** did not agree to cover and which was beyond **our** and **your** reasonable contemplation when the Policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

#### **11. Effect of Continuing Restrictive Conditions**

In this Policy, any term that imposes a **Continuing Restrictive Condition**, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) **you** breach any such term; and
  - (b) during the period of breach **you** suffer a relevant loss; and
  - (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by **you**,
- we** will have no liability for the loss.

#### **12. Subrogation**

This clause applies where **we** have the right to be subrogated to the **Insured Person's** rights against some other person but the **Insured Person** has not exercised those rights and might reasonably be expected not to exercise those rights because:

- (a) the **Insured Person** and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or
- (b) the **Insured Person** expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.



Where in the above circumstances the other person is not insured in respect of their liability to the **Insured Person**, **we** do not have the right to be subrogated to the **Insured Person's** rights against that other person.

Where the other person is so insured, **we** may not recover from the other person an amount greater than the amount that that person may recover under their insurance Policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the **Insured Person** is an employer, **we** will not exercise **our** right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

## Complaints Procedure

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your Policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your Policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your Policy.
- If the matter remains unresolved to your satisfaction you can contact Zurich at (01) 6670666 or alternatively you can write to the Customer Service Co-ordinator at Zurich Insurance, PO Box 78, Wexford, or by email to [customer-care@zurich.ie](mailto:customer-care@zurich.ie).
- If the complaint is still not resolved to your satisfaction, you can write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:
  - (i) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Telephone: (01) 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie). Website: [www.fspo.ie](http://www.fspo.ie).
  - (ii) The Central Bank of Ireland, P.O. Box 559, Dublin 1. Telephone: 0818 681 681 or (01) 224 5800.
  - (iii) Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1. Telephone: (01) 676 1914.

Your right to take legal action is not affected by following any of the above procedures.

## Data Protection

Zurich Insurance Europe AG ('Zurich', 'we', 'our', 'us') is a member of the Zurich Insurance Group ('the Group'). Zurich is the data controller for this contract under data protection legislation.

For the purpose of this section, 'you' or 'your' shall mean, you, the policyholder, or any other person entitled to indemnity under this policy of insurance.

### About this section

Everyone has rights with regard to the way in which their personal data is handled. During the course of our business activities, we will collect, store and process personal data about you. The purpose of this section is to give you some information about the collection and processing of your personal data. Further information can be obtained in our Privacy Policy which is available at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

### The Data we collect

Where appropriate, we may collect the following personal data ('Data') from and/or about you:

- **Contact and identifying information** such as title, name, address, email address, telephone number, date and place of birth, gender, marital status, PPS number, VAT number, country of residence, and photographic identification.
- **Financial information** such as bank account details, credit/debit card details and income details.
- **Employment and qualification details** such as occupation, job position, employment and education history.
- **Medical and health details** including information related to personal habits (such as smoking or consumption of alcohol), medical history, details of any disability, injuries sustained and prognosis for recovery.
- **Other sensitive information** such as details of any criminal convictions and offences (including penalty points), civil litigation history as well as pending prosecutions. We may also, in certain cases, receive sensitive information from which it may be possible to infer your trade union membership, religious or political beliefs (for example, if you are a member of a group scheme through a professional, trade, religious, community or political organisation).
- **Information pertaining to the risk insured** such as description of the risk, value of the risk, location of the risk and claims history.
- **Claims data** such as details of the circumstances of any incident giving rise to a claim under this policy, details of activities carried out following any such incident, details of any other claims that you have made, as well as financial, medical, health and other lawfully obtained information relevant to your claim including social welfare information.

The above list covers the main data types collected by Zurich. For further information please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

We require this Data in order to manage and administer our relationship with you, evaluate the risk and assess the premium to be paid, validate and settle any claims, bring and/or defend legal proceedings, prevent, detect and investigate fraud, and in order to generally take any steps required to fulfil our contract with you/ comply with our legal obligations.

**Note:** If you provide us with Data relating to another person you must first: (a) inform that person about the content of our Privacy Policy and (b) obtain any legally required consent from that person to the sharing of their Data in this manner.

### **Data collected from third parties**

We may collect Data from third parties if you engage with us through a third party, for example through a broker or, in the case of a group scheme, through your employer. We may also obtain Data from other third parties such as financial institutions, claims service providers (including private investigators) and insurance industry and government bodies for the purposes described above.

### **What we do with your Data**

We may use, process and store the Data for the following purposes:

- Assessing which insurance products are appropriate for you, risk evaluation, premium setting, policy quotation, premium collection, policy administration, policy renewal, claims assessment, claims processing, claims payment, bringing and/or defending legal proceedings, recovering debt, marketing, survey purposes, statistical analysis, preventing, detecting and investigating fraud, as well as generally taking any steps in order to fulfil our contract with you and comply with our legal obligations.

In order to prevent and detect fraud as well as the non-disclosure of relevant information, Zurich may at any time:

- Share information about you with companies within the Group as well as other organisations outside the Group including, where appropriate, private investigators and law enforcement agencies.
- Check your details with fraud prevention agencies, as well as against databases and other sources of information. Below is a sample of the databases/sources used:
  - the insurance industry claims database known as InsuranceLink maintained by Insurance Ireland (for more information see [www.inslink.ie](http://www.inslink.ie))
  - the Integrated Information Data Service ('IIDS') which allows members of Insurance Ireland to verify information including penalty points and no-claims discount information provided by their customers
  - the National Vehicle and Driver File, maintained and supported by the Department of Transport, Tourism and Sport, containing details of all registered vehicles in the State
  - Motor Insurance Anti-Fraud and Theft Register (MIAFTR) operated by the Association of British Insurers in the UK to log all insurance claims relating to written-off and stolen vehicles in the UK
  - the Companies Registration Office

The above list is not intended to be exhaustive (please see our Privacy Policy for more information).

In addition, we may check the Data you have provided against international/economic or financial sanctions laws or regulated listings to comply with legal obligations or otherwise to protect our legitimate business interests and/or the legitimate interests of others.

### **Sharing of Data**

We may share your Data (where appropriate/applicable) as follows:

- With business partners, suppliers, sub-contractors and agents with whom we work and/or engage (including, but not limited to, tied agents, managing general agents, auditors, legal firms, medical professionals, cloud service providers, private investigators, third-party claim administrators and outsourced service providers) to assist us in carrying out business activities which are in our legitimate business interests and where such interests are not overridden by your interests.

- With other companies in the Group, partners of the Group, coinsurance and reinsurance companies located in Ireland and abroad, including outside the European Economic Area ('EEA'). Where transfers take place outside the EEA, we ensure that they are undertaken lawfully and pursuant to appropriate safeguards.
- With other insurers and/or their agents.
- With any intermediary or third party acting for you.
- In order to comply with our legal obligations, a Court Order or to cooperate with State and regulatory bodies (such as the Revenue Commissioners or the Central Bank of Ireland), as well as with relevant government departments and agencies (including law enforcement agencies).
- On the sale, transfer or reorganisation of our or our Group's business (or any part of it).

For further information regarding the third parties that we may share Data with, please see our Privacy Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

In addition, information about claims (whether by our customers or third-parties) is collected by us when a claim is made under a policy and placed on InsuranceLink. This information may be shared with other insurance companies, self-insurers or statutory authorities.

The purpose of InsuranceLink is to help us identify incorrect information and fraudulent claims and, therefore, to protect customers. Under data protection legislation you have a right to know what information about you and your previous claims is held on InsuranceLink. If you wish to exercise this right then please contact us at the address below.

Finally, where you have consented to our doing so, we may share information that you provide to companies within the Group and with other companies that we establish commercial links with so we and they may contact you (by email, SMS, telephone or other appropriate means) in order to tell you about carefully selected products, services or offers that we believe will be of interest to you.

#### **Data Retention**

The time periods for which we retain your Data depend on the purposes for which we use it.

We will keep your Data for no longer than is required or legally permitted. Please see our Data Retention Policy at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

#### **Automated Decision Making and Profiling**

You have a right not to be subjected to decisions based solely on automated processing, including profiling, which produce legal effects concerning you or similarly significantly affects you other than where the decision is:

1. Necessary for entering into a contract, or for performing a contract with you (e.g. your policy of insurance);
2. Based on your explicit consent – which you may withdraw at any time; or
3. Is authorized by EU or Member State law.

Where we base a decision on solely automated decision-making, you will always be entitled to have a person review the decision so that you can contest it and put your point of view and circumstances forward.

### **Data subject rights**

You have the following rights in relation to your Data which is held by us:

1. To ask for details of your Data held by us.
2. To ask for a copy of your Data.
3. To have any inaccurate or misleading Data rectified.
4. To have your Data erased.
5. To restrict the processing of your Data in certain circumstances.
6. To object to the processing of your Data.
7. To transfer your Data to a third party.
8. A right not to be subject to automated decision making.
9. The right to receive notification of a Data breach.
10. Where processing is based on consent, the right to withdraw such consent.
11. The right to lodge a complaint to the Data Protection Commission.

However, these rights may not be exercised in certain circumstances, such as when the processing of your Data is necessary to comply with a legal obligation or for the exercise or defence of legal claims. If you wish to exercise any of your rights in this regard a request must be submitted in writing to our Data Protection Officer (see contact details below). In order to protect your privacy, you may be asked to provide suitable proof of identification before we can process your request.

### **Privacy Policy**

Please note that this Data Protection section is not a standalone section. It contains a brief description of the information you need to understand how your Data is used by us and should be reviewed in conjunction with our Privacy Policy which is available online at [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

If you have any questions about your Data, you can contact our Data Protection Officer, using the contact details below.

- Zurich Customer Services on 053 915 7775
- [dataprotectionofficer@zurich.ie](mailto:dataprotectionofficer@zurich.ie)
- Data Protection Officer, Zurich Insurance Europe AG, FREEPOST,  
PO Box 78, Wexford, Ireland

**Zurich Insurance**

PO Box 78, Wexford, Ireland.

Telephone: 01 667 0666 Fax: 01 667 0644

Website: [www.zurich.ie](http://www.zurich.ie)

Zurich Insurance Europe AG is authorised by the Federal Financial Supervisory Authority (BaFin) in Germany and is regulated by the Central Bank of Ireland for conduct of business rules.

Zurich Insurance Europe AG is registered in Frankfurt, Germany (registration number 133359) with its registered seat at Platz der Einheit 2, 60327, Frankfurt A.M.

Registered in Ireland as a branch (registration number 910127) with registered branch office at Zurich House, Frascati Road, Blackrock, Co. Dublin, A94X9Y3.