

# commercial vehicle policy



**QUINN-direct Insurance Limited** (we, us) agree to provide the policyholder named in the policy schedule (you) with the insurance shown in the policy for events which happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or Channel Islands during any period of insurance for which you have paid, or agreed to pay, the premium. If more than one person is named as the policyholder, the insurance will apply to each of you.

On behalf of **QUINN-direct** Insurance Limited

A handwritten signature in black ink that reads "Kevin Lunney". The signature is written in a cursive style with a large, sweeping initial 'K'.

Kevin Lunney  
FINANCIAL SERVICES DIRECTOR

QUINN-direct Insurance Limited is regulated by the Irish Financial Services Regulatory Authority.



## DEFINITIONS

For the purposes of this insurance, the expressions shown below will have the meanings shown next to them.

- 1 'Your business' – your business or profession as described in the schedule of this policy.
- 2 'Being driven' – includes being in the charge of a person who has driven, or will drive, the vehicle, even if they are not driving at the time.
- 3 'The vehicle' – the vehicle or vehicles described in the schedule of this policy and any vehicle which you have given us details of which we have provided a certificate of insurance for.
- 4 'Trailer' – the trailer or trailers described in the schedule of this policy.
- 5 'The certificate of insurance' – the certificate of insurance bearing the number of this policy as the certificate number.
- 6 'Licence' – any driving licence to drive the vehicle issued by the relevant authority of any EU member state.

## Please note

- \* Policy numbers starting GEI on the schedule of insurance relate to policies in the Republic of Ireland. Policy numbers starting GNI on the schedule of insurance relate to policies in Northern Ireland. Policy numbers starting GED on the schedule of insurance relate to policies in Great Britain.
- \* All euro amounts shown in this policy document relate to policies in the Republic of Ireland and all sterling amounts shown in this policy document relate to policies in Northern Ireland and Great Britain.

## Your insurance Cover *(Please see your policy schedule.)*

- 1 For drivers named on the schedule and certificate of insurance with 'comprehensive' cover, all sections of this policy apply.
- 2 For drivers named on the schedule and certificate of insurance with 'third-party, fire and theft' cover, section one applies only for loss or damage to the motor vehicle caused directly by fire, self-ignition, lightning, explosion or by theft or attempted theft. Section two of this policy also applies.
- 3 For drivers named on the schedule and certificate of insurance with 'third-party only' cover, section two of this policy only applies.

This cover depends on any terms, exceptions and conditions of this policy which apply.



### **No-Claim Discount (*This does not apply to fleet policies.*)**

For the purpose of the no-claim discount, 'period of insurance' means one year from the beginning of the policy to the first renewal date, or between renewal dates.

If no claim arises under this policy during the period of insurance shown below, the renewal premium will be reduced in accordance with our no-claims bonus scale applicable at the renewal date. Details of the no-claims scale are available upon request.

If you make one claim during any period of insurance, we will reduce your no-claims bonus as follows.

No-claims discount	Reduced to
1 Year	0 Years
2 Years	0 Years
3 Years	0 Years
4 Years	1 Years
5 Years	2 Years

If you make two or more claims in any period of insurance, we will reduce the no-claim discount to zero at your next renewal.

Any no-claim discount only applies to a vehicle (or replacement vehicle) insured for the full period of insurance.

If we agree to transfer this policy to someone else, we will not transfer any no-claim discount which may apply.

**Note: The no-claim discount does not apply to agricultural vehicles or special type vehicles (for example, tractors or forklift trucks).**

### **Limits on how you can use the vehicle** ***The policy covers the uses shown below.***

- 1 Use for social, domestic and pleasure purposes. Use in connection with your business and for towing (other than for hire or reward) any one mechanically-propelled vehicle which has broken down.
- 2 Use needed as a result of repairing, overhauling or servicing the vehicle.

Of the uses shown below, only those specifically shown in your policy schedule are covered.

- a Use for agricultural and forestry purposes.
- b Use for carrying passengers for hire or reward.
- c Use for hire or reward.
- d Use while drawing a trailer.
- e Use while drawing more than one trailer.

### **However, we will not cover**

Use for racing, pacemaking, speed testing, rallying, reliability trials or use for any purpose in connection with the motor trade (other than to overhaul, service or repair the vehicle).



### Description of drivers

Of the drivers shown below, only those specifically shown in your policy schedule apply.

- a** You, the insured (see your policy schedule to see who this applies to).
- b** Any driver between the ages of 26 and 65 who is driving with your permission as long as that person holds or has held a licence (other than a provisional licence) to drive the vehicle.
- c** Any person who is driving with your permission.
- d** Any person shown in the schedule.

For Republic of Ireland policies, drivers also include any person in the motor trade who is driving with your permission to overhaul, service or repair the vehicle.

We will insure these people as long as they hold a licence to drive the vehicle or, having held the licence, are not disqualified from holding the licence.

## SECTION ONE - OWN DAMAGE

### A) Loss of or damage to the motor vehicle

We will pay for loss of or damage to the vehicle or vehicles described in the schedule of this policy or its accessories and spare parts, and loss or damage while being transported by sea (or during the process of loading or unloading the vehicle) between any ports in the territory of this policy.

We will choose whether to repair, reinstate or replace the vehicle or any part of it or its accessories and spare parts or we may pay cash for the amount of the loss or damage.

We will pay the market value of the insured vehicle immediately before the loss or damage happened, but not more than your estimated value of the vehicle as shown in the policy schedule.

You must immediately let us know about any incident involving loss or damage to the vehicle. You must not pay or agree to pay any expenses to repair any damage without getting our authority beforehand. (See general condition 7.)

If we know that the vehicle belongs to someone other than you or is under a hire-purchase or leasing agreement, we will pay for any loss or damage to the legal owner of the vehicle. We will then have no further liability for loss or damage.

We will not pay more than 5% of the value of your vehicle or €635 / £500 (whichever is lower) for loss or damage to radio-



receiving or transmitting equipment or audio equipment permanently installed in your vehicle.

The policy does not cover loss of or damage to cellular phones and their accessories or spare parts.

### **B) Loss of or damage to the trailer**

We will pay for loss of or damage to the trailer described in the schedule of this policy or its accessories and spare parts and loss or damage while being transported by sea (or during the process of loading or unloading the vehicle) between any ports in the territory of this policy. You will find the cover for trailers on the schedule.

The most we will pay for the loss or damage will be the market value of the trailer immediately before the loss or damage happened. However, we will not pay more than your estimated value of the trailer as shown in the policy schedule.

### **C) Towing Charges**

We will also pay the reasonable cost of protecting and removing your vehicle to the nearest repairer if, as a result of any loss or damage insured under this section, the vehicle cannot be driven. We will also pay the reasonable cost of delivering it to you after the repair. However, we will not pay more than the reasonable cost of transporting the vehicle to your address shown in the schedule.

### **Spare parts clause for Japanese or Far Eastern vehicle imports**

If we provide cover under the policy for replacement parts and the parts are not in stock from the manufacturer's European

representative or agents, you will have to pay the extra cost of that replacement which is over and above the price of the available parts for the insured vehicle.

### **Exceptions to Section One - Own damage**

We will not pay for:

- 1** loss of value, wear and tear, mechanical or electrical breakdown, or damage to tyres as a result of using brakes or by road punctures, cuts or bursts;
- 2** loss of use;
- 3** damage to the vehicle, its accessories and spare parts or trailer caused by the contents you are carrying in the trailer or vehicle;
- 4** loss of or damage to personal belongings;
- 5** the first amount as shown on the schedule of each claim under this section;
- 6** loss of use, loss of value, wear and tear, mechanical or electrical breakdowns, failure or breakages or electronic breakdown if the electronic breakdown is caused by any computer, data-processing equipment or media, microchip, integrated circuit or similar device, or any computer software failing to:
  - a** correctly recognise any date as its true calendar date; or
  - b** correctly process any data as a result of treating any date other than as its true calendar date.

However, this does not include any subsequent damage or consequential loss which may arise from this failure if we would cover the damage or loss under the terms of this policy.



## SECTION TWO - LIABILITY

### Liability to other people

We will, on behalf of any insured person, pay the amount of legal liability for:

- a damages and claimant's costs and expenses; and
- b the related costs and expenses;  
for causing death, bodily injury or disease or damage to property arising as a result of an accident by or in connection with the vehicle. (This includes loading and unloading the vehicle.)

For Republic of Ireland policies if the insured vehicle is a registered car-van, we will not be liable for the injury of any passenger unless he or she is seated on a fixed seat in the vehicle described in the schedule. For Northern Ireland and Great Britain policies car-vans are not covered under commercial motor vehicle insurance.

We will not pay more than €1,270,000 / £1,000,000 for damage to property for any one claim or a number of claims arising out of one cause.

### Definition of 'insured person'

For the purpose of insurance under this section, an 'insured person' includes any one of the following.

- 1 You, the policyholder.
- 2 Any person driving the vehicle who is entitled to drive it under the terms of the schedule (other than a person in the motor trade driving the vehicle for the purpose of repairing or maintaining it).

- 3 Your employer or business partner as long as the business use is allowed under the terms of the schedule. This applies as long as the vehicle does not belong to that person and is not hired or leased by or to them.
- 4 Any person using (but not driving) the vehicle with your permission for social, domestic and pleasure purposes as long as the person driving the vehicle is entitled to drive it under the terms of the schedule.
- 5 Any person travelling in, or getting into or out of, the vehicle.
- 6 The personal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

### Legal Expenses

For any act which causes an event which we may provide cover for under this section, we may decide to also pay:

- a) your solicitor's reasonable fees for representing you at a coroner's inquest or fatal enquiry or in a magistrates' court or higher; or
- b) the reasonable costs of defence against a charge of manslaughter or causing death by careless or dangerous driving.

### Legal liability of passengers for acts of negligence

If you ask, we will cover any passenger's legal liability to others for causing bodily injury or damage to property arising while that person is getting into or out of or travelling in any motor vehicle described in the schedule.



However, we will only provide this cover if the passenger:

- a** is not driving the vehicle or in charge of the vehicle for the purpose of driving;
- b** is not entitled to cover under any other policy; or
- c** keeps to the terms, exceptions and conditions of this policy in as far as they can apply.

We will not be liable for the following.

- 1** Death of or bodily injury to:
  - a) you; or
  - b) any person driving the vehicle or in charge of the vehicle for the purpose of driving.
- 2** Damage to property you or any passenger own, keep for someone else or control, or that is being carried in the vehicle.

### **Moving other people's vehicles**

The term vehicle in the schedule includes any motor vehicle being moved by an insured person which is:

- a** blocking access to the policyholder's premises; or
- b** blocking free movement of any vehicle owned, hired or lent to the policyholder.

The person driving must hold a licence to drive the vehicle or, having held a licence, not be disqualified from holding a licence.

### **Emergency treatment**

We will insure any person using the motor vehicle under the third party insurance which we provide under this policy for liability

under the Road Traffic Acts to pay for emergency treatment or hospital treatment for injuries caused by, or arising out of, using the vehicle in any territory to which any of these acts apply.

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

We will extend the cover under this section to give the minimum cover needed to keep to the laws relating to compulsory insurance of vehicles in:

- any country which is a member of the European Union; and
- any other country in which the Commission of European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EU Directive on Insurance of Civil Liabilities arising from using motor vehicles (No. 72/166/CEE).

### **Cover for the insured and others**

We will also provide cover for the following people.

- a** When you die, we will cover your legal personal representative for any liability you had.
- b** We will cover you for any liability which might attach to any person for whom you are performing a contract or service as a result of you performing that contract or service.

We will only do this if the following apply.

- 1** If that person is not covered under any other policy.
- 2** We will treat that person as though they were you under the terms of this policy as far as they can apply.
- 3** We will not increase the limits of cover.



### Trailers

We will extend the cover provided by this section to meet the requirements of the Road Traffic Acts for using any trailer while attached or unattached to the vehicle under the terms, conditions and exceptions of the policy.

### Exceptions to section two

We will not cover:

- 1 damage to property you or any insured person own or control;
- 2 any claim if the insured person, other than you, is entitled to claim under any other policy;
- 3 damage to, or loss of, any vehicle in connection with which we will provide cover under this section;
- 4 damage to any mechanically-propelled vehicle which cannot be driven and is attached to a vehicle covered by this policy or any property carried in or on that trailer or mechanically-propelled vehicle;
- 5 damage to, or loss of, any trailer;
- 6 damage or loss arising out of operating the vehicle as a tool if the vehicle is designed to operate mainly as a tool or equipment forming part of the vehicle or attached to it; or
- 7 injury to any employee, unless we have to under the Road Traffic Acts.

### GENERAL EXCEPTIONS

#### All Sections

We will not provide cover for any of the following.

- 1 Any accident, injury, loss, damage or liability if the vehicle or any other vehicle which we insure under this policy is, at the time of the accident, being driven or used other than as allowed under the terms of the schedule.
- 2 Any liability which exists under an agreement but which would not exist if that agreement did not exist.
- 3 Loss or damage (except under section two) directly caused by pressure waves caused by aircraft and other flying objects travelling at or above the speed of sound.
- 4
  - a) Loss or damage to any property or any loss or expense resulting or arising from that loss or damage or consequential loss.
  - b) Any legal liability directly or indirectly caused by or contributed to or arising from:
    - \* ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel; or
    - \* the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.
- 5 Any result of war, riot, revolution, act of terrorism or any similar event.

However, we will provide cover to meet the requirements of the Road Traffic Acts.



## GENERAL CONDITIONS

### All Sections

You must read this policy and schedule together.

Where we refer to 'you' for the purpose of these conditions, it includes your personal representative.

- 1 We will only have to make a payment under this policy if:
  - a) all the answers in the proposal and declaration for this insurance are true and complete (the proposal and declaration form the basis of this contract between us and you); and
  - b) the insured person keeps to the terms and conditions of this policy as far as they can apply.
- 2 You may cancel the policy at any time by writing to us and returning the certificate of insurance and insurance disc (if this applies).

We will only refund your premium if:

- a) no claim has arisen, and there are no claims being dealt with, during the current period of insurance; and
- b) we have received your certificate of insurance, insurance disc (if this applies), and any other driver's forms or engineer's report forms relating to this policy.

You must pay an administration charge of €50 / £40.

We do not refund any premium which is less than €50 / £40.

If you are paying your premium under any instalment scheme or credit transaction, you will not receive a refund for any deposit or instalment you have already paid.

- 3 We may choose to cancel the policy, without giving you a reason, by sending you 10 days' written notice by recorded or registered letter to the address shown on your latest

schedule. This notice will apply from midnight on the 10th day immediately after the date on the registered or recorded letter.

We will only refund your premium if:

- a) no claim has arisen, and there are no claims being dealt with, during the current period of insurance; and
- b) we have received your certificate of insurance, insurance disc (if this applies) and any other driver's forms or engineer's report forms relating to this policy.

You must pay an administration charge of €50 / £40.

We do not refund any premium which is less than €50 / £40.

If you are paying your premium under any instalment scheme or credit transaction, you will not receive a refund for any deposit or instalment you have already paid. You must still return the certificate of insurance and insurance disc to us. We can take any premium you owe from any amount we owe you under the policy.

- 4 In return for cover provided by this policy, you have agreed to pay the premium on the due date, or dates, as set out in that agreement. If you do not pay the premium when due, we can cancel the policy in line with condition 3. We can take any premium you owe from any amount we owe you under this policy.
- 5 You must:
  - a) immediately let us know the details of any new or replacement vehicle before you buy or change vehicles;
  - b) pay us any extra premium we may ask for as a result of the new or replacement vehicle; and
  - c) let us know if you get rid of the motor vehicle. You must return the certificate of insurance and insurance disc (if this applies) to qualify for any refund of premium which we may allow.



If you do not give us notice, the insurance will not apply for the vehicle and we will not be responsible for any accident, injury, loss, damage or liability arising as a result of any accident caused by or in connection with that vehicle.

**6** If the policy is altered in any way, we do not refund any premium which is less than €50 / £40, and we will not charge any extra premium which is less than €50 / £40.

We will only refund any premium if:

- a) no claim has arisen, and there are no claims being dealt with, during the current period of insurance; and
  - b) we have received all the documents we need to carry out the alteration.
- 7**
- a) You must report any accident, injury, loss or damage involving the insured vehicle or any other motor vehicle which is insured under this policy to us immediately (or by the next working day). We will then send you an accident report form which you must fill in and return no later than 21 days from the day the incident happened. You must follow this or your policy will not be valid.
  - b) If there is any loss or damage to the insured vehicle as a result of theft or attempted theft or malicious damage, you must immediately contact the Garda or Police, get a report (stating that the loss or damage was the result of theft, attempted theft or malicious damage) and send the report to us.
  - c) You must also write and let us know as soon as you become aware of any current or future prosecution or inquest in connection with any event.
  - d) You or any insured person must immediately send us

any correspondence relating to any incident without answering it. You, or any other insured person, must give us all the help we need. You must never accept responsibility or offer or promise payment without our written permission. We will be entitled to take over and carry out in your name (or in the name of any other insured person) the defence or settlement of any claim. Or, we may prosecute, in your name (or in the name of such other person), in connection with any claim. We will be able to decide how any proceedings or settlement are handled. You must agree to this condition in order for us to accept liability for your claim.

- 8** If at the time any claim arises under this policy there is any other insurance covering the same accident, injury, loss, damage or liability, we will only pay our share of any loss, damage, compensation, costs or expenses.
- 9** Any dispute between you and us about our liability for a claim or the amount to be paid may be referred, within nine calendar months of the dispute arising, to an arbitrator we both agree to. If we cannot agree, for Republic of Ireland policies the President of the Incorporated Law Society of Ireland will appoint an arbitrator, for Northern Ireland policies, the President of the Law Society of Northern Ireland will appoint an arbitrator and for Great Britain policies, the Law Society of Great Britain will appoint an arbitrator. The decision of the arbitrator will be final and binding on you and us. If the dispute has not been referred to arbitration within nine months, we will assume you have abandoned the claim.
- 10** You and any insured person must keep to the terms, conditions and endorsements of this policy. If not, we may refuse to deal with any claim.



- 11** Nothing in this policy, schedule or endorsement will affect the right of any insured person to recover an amount under the law of any territory in which this policy applies relating to insuring third parties. However, you must repay us any amounts we pay which we would not have had to if that law did not exist.
- 12** The insured person must take all reasonable steps to prevent accidents, injuries, loss or damage. They must keep the vehicle in efficient and roadworthy condition and protect it against loss or damage. You must give us access at all reasonable times to examine the vehicle.

The insured person must:

- 1** not drive while over the limit for alcohol as set out in the Road Traffic Acts or other relevant legislation;
- 2** not drive while under the influence of banned substances as set out in the Misuse of Drugs Act 1977 or other relevant legislation for Republic of Ireland policies or the Misuse of Drugs Act 1971 or other relevant legislation for Northern Ireland and Great Britain policies;
- 3** not drive over the speed limit, as set out in the Road Traffic Acts or other relevant legislation;
- 4** not leave the vehicle unlocked while unattended or leave the keys to the ignition with the vehicle while unattended; and
- 5** make sure the vehicle is in good condition and maintain it in a roadworthy condition.

For example:

- the tread depth must be within the legal requirements as defined by the Department of the Environment;
- all lights and mirrors installed on the vehicle must be in

working order; and

- the vehicle brakes (front and rear) must be operating correctly.
- 13** If any claim is in any way fraudulent or if the insured person or anyone acting on their behalf has used any fraudulent methods to benefit under this policy, they will lose any rights under the policy. We may also prosecute them.
- 14** Choice of law  
We can both choose the law which will apply to the contract. We propose that Irish law will apply to Republic of Ireland policies and that English law will apply to Northern Ireland and Great Britain policies.

### Vehicle Laid Up

As long as you return the Road Traffic Act certificates and insurance discs (if these apply) to us, if your vehicle is laid up for at least four weeks in a row (other than as a result of loss or damage covered by the policy) and you suspend the insurance under section two, we will return up to 70% of your premium for the period we suspend the cover. While the insurance is suspended, we will still insure your vehicle against loss or damage in line with the insurance cover which applies for these vehicles under section one.

### Cover suspended

As long as you return the Road Traffic Act certificates and insurance discs (if these apply) to us, if you suspend all cover for a vehicle for at least four weeks in a row (other than as a result of loss or damage covered by the policy) we may refund all of your premium for the period we suspend the cover. You cannot suspend cover for more than three months.



### **Currency**

All money paid under this policy will be paid in euros for Republic of Ireland policies and sterling for Northern Ireland and Great Britain policies.

### **Customer service**

We want to give you a high standard of service at all times. If at any time you feel you want to complain, you should write to our Financial Services Director, who is responsible for Customer Services. You can reach him at the company Head Office, Dublin Road, Cavan. Please quote your policy number and other relevant information in all correspondence.

### **For the Republic of Ireland policies only**

If the Financial Services Director cannot sort out the matter, you may contact:

The Irish Insurance Federation  
39, Molesworth Street, Dublin 2.  
(Phone: 01 6761820)

### **Insurance Act 1936**

Under section 93 of the Insurance Act 1936 all money must be paid in the Republic of Ireland.

### **Finance Act 1990**

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in line with section 113 of the Finance Act 1990.