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ARRANGED BY



ORNELLA
UNDERWRITING LIMITED

**SMALL PUBLIC SERVICE
VEHICLE POLICY**
INSURANCE

Policy Document

UNDERWRITTEN BY

ACCELERANT



Issue 2026 03 PE

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules. Mapfre Asistencia Compañía Internacional De Seguros Y Reaseguros S.A. trading as

Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company

Registration number 903874.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Accelerant Insurance Europe SA
Bastion Tower
Place du Champ de Mars 5
1050 Brussels
Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules.

MAWDY

Mawdy
22 – 26
Prospect Hill
Galway
Ireland

Mapfre Asistencia Compañía Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number 903874.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



ORNELLA

UNDERWRITING LIMITED

Ornella
The Bushels
Cornmarket
Co. Wexford

Telephone: +353 (0)53 9180300

Email: info@ornellaunderwriting.ie www.ornellaunderwriting.ie

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance,
Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.

The Underwriters of each Section of this Policy are:

Section(s)	Underwriter	Address	Authorisation
Sections 1 to 9	Accelerant Insurance Europe SA	Bastion Tower Place Du Champ de Mars 51050 Brussels Belgium	Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules.
Section 10: Breakdown Assistance	MAWDY	22 – 26 Prospect Hill, Galway, Ireland	Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as MAWDY is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules. Company Registration number 903874.

Please note that a different Underwriter may be liable for cover depending on the nature of the accident giving rise to Your claim. Your Policy will be administered entirely by Ornella Underwriting Limited. Any claims under Sections 1 to 9 will be handled by Leeson Claims Services Limited on behalf of the Insurer. Any claims under Section 10 will be administered by the relevant Underwriter or their representative.

Ornella Underwriting Limited

Small Public Service Vehicle Policy document

Welcome to Ornella

Thank You for choosing to arrange your insurance through Ornella Underwriting Limited, on behalf of the Underwriters. This Policy, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between the Underwriters and You.

Your Schedule shows what parts of the Policy apply to You. Please read your Policy, Schedule, Certificate of Motor Insurance and any endorsements carefully to ensure Your cover meets Your requirements and the details are correct. These are legal documents, please keep them in a safe place.

You must answer all questions we ask You honestly and with reasonable care. You must be sure that the information You have given to Us in the Proposal Form and Statement of Fact is true and complete as We rely on this information when deciding whether to enter into the contract, and when setting the terms and premiums and the questions we ask you are material to the risk undertaken by Us and the calculation of the premium.

This Policy is governed by the Laws of the Republic of Ireland and is subject to the exclusive jurisdiction of the Irish Courts unless otherwise agreed or otherwise specified in this policy document. We have or will pay the stamp duty to the Revenue Commissioners required under section 5 of the Stamp Duties Consolidation Act, 1999.

Following your payment of the premium, We have agreed to insure You for the Period of Insurance shown in Your Schedule, subject to the terms, conditions and exclusions in this Policy. These include any Endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This Policy applies only within the Territorial Limits described in Section B – Definitions unless otherwise agreed.

If You ever need to make a claim, please call Us on:

Republic of Ireland:

053 91 80395

Outside Republic of Ireland:

+353 (0)53 91 80395

Email:

accelerant.claims@ornellaunderwriting.ie



Brian Hughes
Ornella Underwriting Limited

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A: Important Information

I. Disclosure of information

The contract of motor insurance is made up of the following which should be read in conjunction with each other:

- This Policy and Your Schedule, which form one document,
- the Certificate of Motor Insurance.

It is vital that You take reasonable care to provide complete and accurate answers to the questions We ask when You take out, or renew, Your Policy.

We have issued this Policy to You on the understanding that the information given by You in response to our questions and any related document is true and complete and that We have been given all information as required by those questions. Where You provide information verbally, we will record this in writing and send you a copy.

You must answer all of the questions honestly and with reasonable care. We rely on the information You give us when deciding to insure you and when setting the terms and premium. Where We ask You to answer a specific question, the subject matter of the question is material to the risk we are undertaking or the calculation of the premium or both. If any of the answers to the questions are not true and complete, We may be entitled to declare the Policy void, refuse your claim, treat your insurance as if it was entered on different terms, or reduce your claim.

If you have answered our questions honestly and with reasonable care, but if your answer includes a negligent misrepresentation (that is, not innocent or fraudulent), we are entitled to take the following actions:

- a) If, being aware of the full facts, We would not have entered the contract on any terms, this Policy will be treated as void from the start of the cover, and we will refuse all claims, but return your premium;
- b) If, being aware of the full facts, We would have entered the contract on different terms, this Policy will be treated as if it had been entered into on those different terms;
- c) If, being aware of the full facts, We would have charged a higher premium for the contract, We can reduce your claim proportionately.

If Your answers to our questions are false or misleading, in any material respect, and You know that they are false or misleading or consciously disregard if they are false or misleading (a “fraudulent misrepresentation”) or any of Your conduct involved fraud, this Policy will be treated as void from the start. If this happens, You will no longer be covered, We will not pay any claim and We will not return any payments.

Where You are unsure of the information that is required, please let Us know.

2. Data Protection Notice

This Data Protection Notice contains the information you need to understand about how your personal data is used by the Insurer and Intermediaries. If you would like more details, please see www.accelerant.ai or www.ornellaunderwriting.ie, or contact us using the details in Section 11 below.

In this Data Protection Notice:

Insurer refers to Accelerant Insurance Europe SA; its address is at: Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium.

Intermediary refers to Ornella Underwriting Limited, who arrange and administer insurance.

We / us / our refer to Insurer and Intermediary together.

You / your means the policyholder and any other person getting a benefit from this insurance policy, such as an additional driver.

Your data means your personal data. Personal data means any data relating to an identified or identifiable living individual.

In order to manage our business and provide our services to customers, we collect a certain amount of personal data. This Data Protection Notice sets out the basis on which we gather, use, process and disclose any of your data that we collect. We will use your data only for the purposes and in the manner set out below which describes the steps we take to ensure our processing of your data is in compliance with the General Data Protection Regulation ((EU) 2016/679) and any implementing legislation.

Please read the following carefully to understand our use of your data.

Your Right to Object – Please note that you have a right to object to the processing of your data where that processing is carried out for our legitimate interests.

1. What Personal Data may we collect about you?

The types of data that are processed may include:

Category	Types of Data Collected
Individual details	Name, address, gender, marital status, date of birth, marketing preferences, bank account details or payment card details, vehicle details, criminal convictions, penalty points, employer, job title and family details, including their relationship to you.
Identification details	Identification numbers issued by government bodies or agencies, including your driving licence number.
Credit and antifraud data	Credit and anti-fraud data such as credit history, credit score, sanctions and criminal offences, and information from various anti- fraud databases related to you.
Special categories of personal data and data related to criminal convictions and offences	Certain categories of personal data which have additional protection under EU data protection law. These categories are health (for example injuries and relevant pre-existing medical conditions) and relevant criminal convictions.

Claims information	Information about previous and current claims, (including other unrelated insurances).
Risk details	Information about you and your vehicle which we need to collect in order to assess the risk to be insured and provide a quote. This may include data relating to your health, relevant criminal convictions, or other special categories of personal data.

2. The Purposes of, and Legal Basis for, Processing Your Data

We hold, process and disclose your personal data in order to provide you with insurance cover in accordance with our contract and to take steps at your request prior to entering into a contract. This includes using your personal data for:

- Quotation and Inception;
- Policy Administration;
- Claims Processing; and
- Renewals

We may use your data where:

- a) it is necessary to comply with our legal and regulatory obligations (for example, complying with reporting obligations to the Central Bank of Ireland or other applicable regulatory authorities);
- b) it is necessary to support our legitimate interests in managing our business, including in connection with (i) the administration of the policy, (ii) improving our insurance products and services, (iii) prevention and detection of crime, (iv) statistical analysis, (v) transferring business, company sales and reorganisations; and (vi) obtaining reinsurance (including when reinsurers are deciding whether to provide us with reinsurance cover, assessing and dealing with reinsurance claims and meeting their legal obligations); provided in each case that such interests are not overridden by your interests and rights; and
- c) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time. Please see section 11 below.

Where you provide us with the personal data of third parties (e.g., a named driver), you should take steps to inform the third party that you need to disclose their details to us, identifying the Insurer and Intermediary. We will process their personal data in accordance with this Data Protection Notice

3. Criminal Convictions

We may hold, use, disclose and process personal data relating to relevant criminal conviction and offences for the following purposes (i) in order to underwrite risk appropriately, calculate a quote or policy renewal and risk assess any person who will be driving the insured vehicle (e.g., a risk assessment), (ii) for fraud detection or prevention or (iii) where required for claims handling. We will only carry out such processing where it is authorized by European Union (EU) or Member State law.

4. Special Categories of Personal Data

Special categories of personal data include data about health. We hold, use, disclose and process special categories of personal data where:

- you have given us your explicit consent;
- the processing is necessary to protect your, or another person's vital interest;
- your personal data has been made widely publicly available by you;
- the processing is necessary for the establishment, exercise or defence of legal claims; or

- necessary for reasons of substantial public interest on the basis of law.

5. Who We Share Your Information with

In order to provide insurance services and to comply with our legal obligations, it may be necessary for us to disclose your data to third parties, including without limitation to the following:

- other parts of our businesses, our agents and third parties who provide services to us,
 - your Intermediary and other insurers, either directly or via those acting for the Insurer;
 - regulatory and law enforcement bodies, including an An Garda Síochána, where we are required to do;
 - legal, financial, medical and other professional advisors; and
 - the Insurer's reinsurers and reinsurance brokers. Reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations. Reinsurers will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies.
- Please see www.accelerant.ai for more detailed information on processing by the Insurer's reinsurers and other parts of the Insurer's group.

6. Transfer of Personal Data outside the EEA

Your data may be transferred to and stored at a destination outside of the European Economic Area (EEA) for purposes described above (including in particular Switzerland, Bermuda and the US). Those countries may not provide an adequate level of protection in relation to processing your data.

To ensure that your data does receive an adequate level of protection we have put in place the following safeguards to protect the privacy and integrity of it:

- **Model Clauses:** standard clauses in our contracts with the third parties described above to ensure that any personal data leaving the EEA will be transferred in compliance with EU data-protection law. A copy of our Model Clauses are available on request by using the contact details listed in Section 11 below; and
- **EU/Swiss-U.S. Privacy Shield:** an agreement between the EU and the Governments of Switzerland and the US concerning the treatment of data concerning EU citizens. Some of our third parties may be certified under the EU/Swiss-U.S. Privacy Shield.

7. How Long we Keep Your Data

We are required to ensure that your data is accurate and maintained in a secure environment for a period of time no longer than necessary for the purposes for which we are processing it. Information submitted for a quotation where you did not purchase our product may be retained by us for a period of up to 12 months from the date of the last quotation. Where you purchase our insurance product, information will be held for the duration of your insurance cover and a period of at least 7 years after the end of our relationship, which may include the conclusion of claims made under the policy. We keep information after our relationship ends in order to comply with applicable laws and regulations and for use in connection with any legal claims.

8. Automated Decision Making

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. However in certain circumstances we are entitled to use automated decision-making

and profiling. These cases are restricted to situations where the decision is necessary for entering into a contract, or for administering that contract (including deciding whether to insure you, what terms may apply and what the premium will be), where it is authorised by law or where you have provided your explicit consent, which you may withdraw at any time. 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.

9. Your Data Rights

You have several rights in relation to your data. You have a right to:

- access a copy of your data held by us;
- require correction of your data if it is inaccurate or incomplete;
- require deletion of your data in certain circumstances;
- restrict our use of your data in certain circumstances;
- move (or port) your data which you have given us to process on the basis of your consent, contract or for automated processing;
- object to the processing of your data where our legal basis for processing it is our legitimate interests. In such a case we must stop processing your data unless we can demonstrate compelling legitimate interests which override your interests and you have a right to require information on the balancing test we use; and
- not to be subject to a decision based on automated processing, including profiling which has legal or similar significant effects except as set out in Section 8 above.

There are some circumstances where these rights cannot be exercised, 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 these rights please contact us using the details in Section 11 below. We will respond to your request in writing, or orally if requested, as soon as we can and in any event within one month of your request. In exceptional cases, we may extend this period by two months, and if we do this we will tell you why. We may request proof of identification to verify your request.

10. Consequences of Failure to Provide Information

If we cannot collect or process your data, we may not be able to provide you with, or administer, your insurance policy or deal with a claim.

If we ask for information and you do not wish to give it to us, or if you wish to withdraw consent to the use of your personal data, we will explain the consequences based on the specific information concerned including whether it is a legal or contractual requirement that we use such data. Such consequences may include us refusing to provide you with an insurance policy. If you have any queries in respect of the consequences of not providing information or withdrawing your consent, please contact us using the details listed in Section 11 below.

11. Further Information

If you require any further information about how we use your data or if you want to exercise any of your rights under this Data Protection Notice, please contact us as listed below:

Insurer	Intermediary
Accelerant Insurance Europe SA Group Data Protection Officer Accelerant Insurance Europe SA Bastion Tower Place du Champs de Mars 51050 Brussels Belgium Tel: +32 476 96 26 34 Email: DPO@accelins.com	Ornella Underwriting Limited Data Protection Officer Ornella Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 91 80300 E-mail: customerservices@ornellaunderwriting .ie

12. Your Right to Complain to the ODPC

If you are not satisfied with our use of your data or our response to any request by you to exercise any of your rights in Section 9, you have the right to lodge a complaint with the Office of The Data Protection Commission. Please see the below contact details:

Data Protection Commission
Canal House
Station Road
Portarlinton
County Laois R32 AP23

Phone: +353 (0)1 765 0100.
E-Mail: info@dataprotection.ie
Website: www.dataprotection.ie

13. Important Information about This Data Protection Notice

Each Insurer and Intermediary providing this Data Protection Notice to you is a separate legal entity and separate data controller in respect of your data.

3. Your right to a cooling-off period

If, after reading this Policy, You are not satisfied with it for any reason, You may cancel this Policy (as set out in General Condition 3) by giving Us notice in writing within 14 days after the date when You are informed that this Policy has been concluded and, by returning the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

4. Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936, all monies that are paid or will be paid to You under this Policy will be paid in the Republic of Ireland.

5. Currency

All monies payable under this Policy will be paid in Euros, unless specified to the contrary.

6. Using Your Vehicle abroad

Except for the Sections shown below, this Policy applies while You use Your Irish registered car in Europe. Europe includes all EU member states and some other countries participating in the 'Green Card' system. If You need one, We will issue a Green Card free of charge provided You give Us 7 days' notice of Your travel plans.

The following covers do not apply outside the Republic of Ireland unless Your Schedule provides that they do:

Section 1B – Driving other Cars. Section 2 – Loss of or Damage to Your Vehicle, and Section 10 – Breakdown Assistance.

7. Vehicles registered outside the Republic of Ireland

If We agree to insure a Vehicle that is registered outside the Republic of Ireland, it is subject to the requirement that You will re-register it here before We will have any liability under this Policy.

We have to notify the Revenue Commissioners about any vehicle We insure that is not registered in the Republic of Ireland.

We cannot insure Your non-Irish registered Vehicle while You are using it outside the Republic of Ireland.

8. Following an accident

By law, You must stop after an accident if there is damage to any vehicle or property, or injury to any person or certain animals including dogs and horses. Also by law, You must give Your name, address and insurance details (Our Company Name and contact number, and Your Policy number) to anyone with good reason to ask for them. Also, all other drivers must give their details to You. You should make sure You get the names, addresses and phone numbers of all drivers, passengers, or pedestrians involved, and of any witnesses to the incident, where possible.

You must not accept the blame or make any admission of liability or attempt to negotiate a settlement in respect of any accident, injury, loss or damage, whether at the scene of an accident or at any subsequent stage, without the express approval of the Underwriters. Please tell Us if any other person says they are to blame.

If there is an accident, You must immediately do whatever You can to protect Your Vehicle and its accessories. You (or Your legal representative) must give Us full details by phoning the claims helpline below within 24 hours of any event that could lead to a claim under this Policy.

Sometimes, We will need further details in writing, such as the completion of an Accident Report Form. We may refuse to provide cover to You where You have failed to comply with the timeline above and where such failure to comply has subjected Us to undue prejudice. Immediate notification of the claim will allow Us to better control costs, decide on liability and protect Our joint interests.

In order for Us to adequately process Your claim, You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill, civil summons, criminal prosecution, coroner's request or fatal accident inquiry), any correspondence or other notice from Injuriesboard.ie, and every other correspondence, communication or notice that concerns the accident, as soon as You receive them. You should not answer them Yourself. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

Accident / Claims Helpline Contact Numbers

You can contact Us on:

Ornella Windscreen Assist

Republic of Ireland Telephone:

(0)1 460 6905

Outside Republic of Ireland Telephone:

+353 (0)1 460 6905

Accident Line

Republic of Ireland Telephone:

053 91 80395

Outside Republic of Ireland Telephone:

+353 (0)53 91 80395

Email:

accelerant.claims@ornellaunderwriting.ie

Breakdown Assistance Helpline number

+353 (0)91 429 114

For full details of Breakdown Assistance cover, refer to Section 10 – Breakdown Assistance. Please let Us know immediately about any event which could lead to a claim.

9. About Ornella

This Policy is arranged by:

Ornella Underwriting Limited

The Bushels

Cornmarket

Wexford

Telephone: +353 (0)53 9180300

Email: info@ornellaunderwriting.ie

Ornella Underwriting Limited t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland. This Policy is underwritten by the Underwriters shown in Your Schedule.

10. Complaints

When things go wrong, You may wish to raise a complaint with Us. A complaint can be raised by You orally or in writing.

For complaints relating to Section 10 – Breakdown, please refer to the individual Section later in this booklet. For any other complaint, Our complaints Policy is set out below.

We will:

- do Our best to deal with Your complaint as effectively and quickly as possible;
- acknowledge Your complaint in writing or on another durable medium within 5 working days of receiving it;
- provide You with the name of the person or people who will be Your point of contact
- with Us until Your complaint is either resolved or cannot be progressed further;
- provide You with updates in writing or on another durable medium on the progress of

- the investigation into Your complaint at least every 20 working days starting from the date on which the complaint was made; and
- attempt to investigate and resolve Your complaint within 40 working days of receiving it.
- If Your complaint has not been resolved after 40 working days, We will inform You of the anticipated timeframe within which We hope to resolve the complaint. Alternatively, You can contact the Financial Services and Pensions Ombudsman (FSPO) (contact details at Step 3 below).

We will, within 5 working days of the completion of the investigation, advise You on paper or another durable medium of:

- the outcome of the investigation into your complaint;
- where applicable, the terms of any offer, settlement or compensation being made;
- that You can refer the matter to the FSPO; and
- the contact details of such FSPO, as provided below.

Any telephone calls made in connection with this Policy may be monitored or recorded for training and quality control purposes.

Making a complaint

Step 1	Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Policy.	
Step 2	Sections 1 to 9	If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about a matter other than Section 10 – Breakdown Assistance You can contact Our partners below who are authorised to deal with Your complaint:
		<table border="1"> <tr> <td data-bbox="349 274 658 601"> <p>If your complaint relates to a claim:</p> <p>Leeson Claims Services Limited, 68 Merrion Square, Dublin 2.</p> <p>☎ +353 01 4852980 ✉ info@leesongroup.com</p> </td> <td data-bbox="663 274 1049 601"> <p>If your complaint relates to any other matter:</p> <p>Customer Services Team, Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford</p> <p>☎ +353 (0)53 9180300 ✉ customerservices@ornellaunderwriting.ie</p> </td> </tr> </table>
<p>If your complaint relates to a claim:</p> <p>Leeson Claims Services Limited, 68 Merrion Square, Dublin 2.</p> <p>☎ +353 01 4852980 ✉ info@leesongroup.com</p>	<p>If your complaint relates to any other matter:</p> <p>Customer Services Team, Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford</p> <p>☎ +353 (0)53 9180300 ✉ customerservices@ornellaunderwriting.ie</p>	
	Section 10 Breakdown Assistance	If Your complaint is not resolved to Your satisfaction by the intermediary, and it is about Section 10 – Breakdown Assistance, You can contact: Mawdy, 22 – 26 Prospect Hill, Galway.
Step 3	<p>If your complaint remains unresolved under step 2 please contact the: Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.</p> <p>☎ +353 (0)1 567 7000 ✉ info@fspo.ie 🌐 www.fspo.ie</p>	

B: Definitions

In this booklet, certain words have a specific meaning. We have defined these below:

Abuse

means negligent or intentional infliction of physical, emotional or psychological injury or harm.

Act of terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Approved Repairer

A Tradesperson or Company that We or Our representative have approved and authorised to repair Your Vehicle, after a valid claim has been made by You.

Approved Windscreen Supplier

A Tradesperson or Company that We or Our representative have approved and authorised to repair or replace the windscreen or other glass in Your Vehicle, after a valid claim has been made by You.

Bodily Injury

Physical damage to a person's body that was caused by a motor accident or incident.

Certificate of Motor Insurance

The document We sent You when You bought or renewed this Policy, which proves that You have the current motor insurance You need by law.

Endorsement

A change or addition to the terms of the Policy. Endorsements may be included in this document or sent to You separately.

Excess

The amount You must pay towards the cost of any claim in addition to your Premium.

Fire Brigade Charges

Money You will have to pay a fire authority, after a claim, to:

- control or put out a fire in or on Your Vehicle; and / or
- remove the driver or Passengers from Your Vehicle using cutting equipment.

Your Family

If You are an individual, any of:

- Your spouse;
- A person with whom you are cohabiting meeting the definition of a cohabitant in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010;
- Your or Your spouse's brother, sister, aunt, uncle, niece or nephew; or
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal

descendants (for example your children or grandchildren).

Insured Person

- You and anyone else You have given Us information about and that We have agreed in writing to insure;
- any person entitled to drive under the terms of Section 6 of Your Certificate of Motor Insurance, except a person in the motor trade driving Your Vehicle for the purposes of overhaul, upkeep or repair;
- anyone who is using (but not driving) Your Vehicle for social, domestic, or leisure purposes, with Your permission;
- anyone who is inside, getting into, or getting out of Your Vehicle, with Your permission;
- the owner of Your Vehicle (if You ask Us);
- the employer or business partner of any Insured Person for business use, within the terms of the Certificate of Motor Insurance; and
- any other individual or business that We have agreed to cover.

Ireland

The Republic of Ireland.

Market Value

The cost of replacing Your Vehicle with one of the same make and model and of similar age and condition as determined by reference to vehicle value websites and publications at the time of the accident, damage or loss.

Passenger

Any person (other than the person driving) who is inside Your Vehicle, or getting into or out of it.

Period of Insurance

The period of time covered by this Policy that is shown in Your Schedule, and any further period that We agree to insure You for.

Private Car

Any vehicle built mainly for carrying Passengers and taxed for private use only, excluding motorcycles, car-vans and other commercial vehicles.

Proposal Form / Statement of Fact

The document completed and signed by You or produced on Your behalf by an insurance intermediary or someone else. This includes all the information You have given Us and confirms declarations You made at the time the insurance was arranged. We have relied on this information when agreeing to offer You this contract of motor insurance.

Schedule

The document that We sent to You when You bought or renewed this Policy, which gives details of the cover You have.

Territorial Limits

With the exception of Sections, Section 10 – Breakdown Assistance, and the additional territorial limits set out directly below:

Vehicles registered in Ireland

This Policy provides the motor insurance cover described in Your Schedule in the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, and during journeys between these places.

Section 1 – Motor Liability to Others (Third Parties)

In addition to the territories shown above, this Section provides the minimum level of cover that is required while Your Vehicle is being used anywhere within the European Union, and in other countries that are members of the Green Card system.

Section 2 – Loss of or Damage to Your Vehicle

In addition to the territories shown above, this Section provides cover while Your Vehicle is used anywhere in the European Union, and in other countries that are members of the Green Card system. This cover applies for a maximum aggregate number of days (that is, the total number of days spent in these countries during one or more journeys) in each Period of Insurance, which is shown in Your Schedule.

Please refer to Section 10 – Breakdown Assistance for the Territorial Limits that apply to that Section.

Vehicles not registered in Ireland

All the cover described in Your Schedule applies in Ireland only.

Tracking Device

A piece of equipment used for remotely establishing the location of Your Vehicle that is:

- operational at the time of the loss or damage;
- connected to a 24-hour monitoring service provider (whose charges are paid up to date at the time of loss or damage);
- capable of being globally tracked to at least street level; and
- capable of automatically reporting vehicle movement to the monitoring service provider while the ignition is off.

Underwriter

The relevant underwriter for each Section in this Policy, as shown in Your Schedule.

We, Us, Our

The Underwriter for each Section in this Policy, as shown in Your Schedule.

You, Your

The Policyholder named in Your Schedule.

Your Vehicle

A small public service vehicle licenced as such that You have given Us details of and that We have agreed to insure.

C: General Conditions

I. Keeping to these conditions

- A. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- B. You must inform Us of any material changes to the information you originally provided, for example, that could affect either the premium (the cost of insurance) or Our decision to provide insurance – since the start date of Your Policy or since Your last renewal date (whichever is the most recent). A material change is one that takes the risk outside that which was within both Your and Our reasonable contemplation when this Policy was concluded. We may refuse a claim made by You where there has been such a material change and We have not agreed in writing to cover this change.
- C. Anyone who is covered to drive by the terms of the Certificate of Motor Insurance must hold or have held a licence to drive that vehicle. They must meet the conditions and any limits of that licence and must not have been disqualified from holding it.

2. Claims

A. You, or any other person responsible for a claim under this Policy, must:

- i. notify Us immediately about any event that could lead to a claim.
- ii. immediately send Us unanswered any letter, claim, civil bill, writ, summons, and
- iii. any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one within 5 business days of receiving notice of a claim;
- iv. tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
- v. give Us all the information and help We may need in order to deal with a claim including any information that You have that may change, one way or the other, the validity of any claim made;
- vi. NOT accept responsibility for any accident, or agree to pay any claim, without Our
- vii. clear permission;
- viii. cooperate with anyone who acts on Our behalf; and
- ix. do whatever You (or any other person insured under this Policy) can to protect Your Vehicle and its parts or accessories.

You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

B. We may do any of the following:

- i. take-over, defend, or settle any claims in Your name or that of any other person covered by this Policy.;
- ii. take legal action in Your name or the name of any other person covered by this
- iii. Policy to recover any payments We make;
- iv. recover all of the cost of a claim from You or the person responsible for it, if We have to pay a claim by law (including Our obligations under the Motor Insurers' Bureau of Ireland agreement) that We would otherwise not have to pay under this Policy;

C. If at the time of a claim:

- i. You have another insurance Policy covering the same loss, damage or liability, We will only pay Our share of the claim.
- ii. any other person covered by this Policy also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

3. Cancellation and Suspension of Cover

a. Cancellation by You

i. Within the cooling-off period

If, after reading this Policy, You are not satisfied with it for any reason, You may cancel this Policy by giving Us notice in writing within 20 days after the date when You are informed that this Policy has been concluded and, by returning, the Certificate of Motor Insurance and the insurance disc to Us. We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

ii. Outside the cooling-off period

You may cancel this Policy at any time by returning Your Certificate of Motor Insurance and the insurance disc to Us. If You have not made or incurred any claims during the current Period of Insurance your refund will be calculated according to the steps below:

Of the premium for the current period of insurance, We or Ornella Underwriting Limited may keep:

1. the transaction fees which are not part of the premium.
2. any premium in respect of Section 8 – Windscreen and Windows, 9-Accidental Death and 10-Breakdown Assistance;
3. a proportionate premium for the period that You were insured by Us, for the remaining Sections, plus €25; and
4. a further cancellation transaction fee of up to €50 to be retained by Ornella Underwriting Limited.

Any remaining balance for the current period of Insurance will be refunded, provided that remaining balance is €25 or more.

b. Cancellation by Us

We may cancel this Policy, providing the reason(s) for such cancellation, with 10 days' notice by writing to You at Your last known address. We will:

- work out a proportionate premium for the period that You were insured by Us; and
- refund the balance of the premium You have paid.

4. Suspension of cover

You may request a suspension of Section 1 – Motor Liability to Others (Third Parties) of Your Policy, if:

- You return Your Certificate of Motor Insurance and insurance disc to Us;
- cover is suspended for at least 28 consecutive days; and
- there has been no claim made or incurred by You in the current Period of Insurance.

We will refund You some of Your premium, based on the time Your Vehicle is out of use. The amount We refund may not be proportionate to the period of suspension. Ornella Underwriting

Limited may also deduct and retain an administration fee of up to €50. However, You must still pay the yearly premium. If You are paying by instalments, You must keep up Your payments during the period of suspension.

5. Non-refundable premiums and fees

If You cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund the proportion of Your premium in respect of Sections:

- 8 – Windscreen and Windows;
- 9 – Accidental Death;
- 10 – Breakdown Assistance;

Transaction fees are also not refundable.

6. Transaction premiums and fees

(i) Changes

If a change to Your Small Public Service Policy results in You owing Us an additional premium, We will charge You a minimum of €15. If a change to Your Small Public Service Policy results in Us owing You a refund of Your premium (or a proportion of it), We will only make such a refund if the amount due is €25 or more. Ornella Underwriting Limited may charge and retain a fee of up to €30 for any transaction under this Small Public Service Policy, or up to €50 for a cancellation transaction under Condition 3 A (ii) – Cancellation.

(ii) Errors

If We make a mistake that results in You being overcharged a premium or fee, We will calculate a refund due. If You paid the overcharged amount more than a year prior to Us calculating a refund, We will add an appropriate rate of interest on a compound basis (this means we will calculate interest on the interest for each full year We have kept the overcharged amount). If the total amount of refund and the interest We owe you exceeds €15, We will refund You. If this amount is €15 or less, We will pay the refund amount to a registered Irish charity, unless You advise Us to send it to You.

7. Temporary alterations

If We agree in advance, Your Vehicle that is insured may be temporarily substituted by another vehicle. We do not have to agree but if We do agree, We may apply restrictions.

8. Fraud

We will NOT pay for any loss, damage, or legal liability to others, if You or anyone else covered by this Policy (or anyone acting on Your behalf or any other person covered by this Policy) makes or tries to make a claim that is fraudulent or exaggerated in any way, or makes a false statement, or provides false or stolen documents to support a claim. If a fraudulent claim is made, We may cancel Your Policy, We may not refund any premium You have paid to Us, and We may recover from You any payments that We have made in respect of the fraudulent claim. We may refuse any further claim and recover from You any money we have already paid in respect of such further claims.

9. Duty to take care

Any person claiming cover under this Motor Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage. You must keep Your Vehicle in a roadworthy condition. While unattended, Your Vehicle must be left locked. The ignition key must never be left with Your Vehicle. You must allow us to examine Your Vehicle. You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all

relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

Some of Your duties in this clause, for example, keeping Your Vehicle in a road worthy condition and while unattended, Your Vehicle must be locked and the key must never be left with Your Vehicle are continued and on-going obligations that you must comply with. Failure to comply with these conditions may result in your claim being declined or cover being suspended for the period of the breach.

10. Your Interest in Your Vehicle

You must have an interest in Your Vehicle. You have an interest in it if You would lose financially by having to repair or replace Your Vehicle. You do not have an interest if You would not be at any loss if Your Vehicle is lost or damaged.

11. Financial or Trade Sanctions

We shall not provide any coverage or be liable to provide indemnity or payment or other benefit under this Policy if and to the extent that doing so would breach any economic, financial or trade sanctions or prohibition or restriction imposed by law or regulation in any relevant jurisdiction.

D: General Exceptions

A. Except where it is necessary for Us to meet our compulsory insurance obligations under Road Traffic legislation, We will NOT pay for:

1. any accident, injury, loss, or damage arising during or as a result of an earthquake;
2. any accident, injury, loss, or damage arising during or as a result of a riot or civil commotion happening anywhere outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands (unless You can prove that the loss, damage, or injury was not caused by that riot or civil commotion);
3. loss or damage directly caused by pressure waves that are a result of aircraft or other flying objects travelling at or above the speed of sound;
4. Vehicles taking part in racing and/or speed tests, either on road or track;
5. Radioactive Contamination and Explosive Nuclear Assemblies in accordance with the provisions of the Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause NMA 1622 as follows: -
 - A. Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
 - B. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - i. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
6. loss or damage occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
7. loss, damage, cost or expense of whatsoever nature 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, except where liability is judged to exist under a Policy or Policies by a court of competent jurisdiction in accordance with the Road Traffic Act or alternative applicable legislation in the territory in which the loss occurs;
8. loss, damage, cost or expense of whatsoever nature in any way caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any Act of Terrorism;
9. any accident, injury, loss or damage, including consequential loss, or any liability of any nature whilst the insured vehicle is in (or on) that part of an aerodrome, airfield, or military base, which is provided for:
 - i. the take-off or landing of aircraft and for the movement of aircraft on the ground, or
 - ii. aircraft parking (aprons), including associated service roads, refuelling areas, and ground equipment parking areas;
10. Vehicles on airport premises, other than in areas which the public has free vehicular access;
11. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behaviour, or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
12. any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from (or in connection with) losing, altering, damaging, or reducing the availability of a computer

system, hardware programme, software, data-information store, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from deliberately or negligently transferring (electronically or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or Trojan horses.

B. We will NOT pay for:

1. any accident, injury, loss, damage, or legal liability which happens if any vehicle is being driven or used other than as allowed under the terms of the Certificate of Motor Insurance;
2. any accident, injury, loss, damage or legal liability caused by a person We have not agreed to cover;
3. any liability You have agreed to accept that You would not otherwise have been liable for;
4. Any loss, damage or liability if an Insured Person is driving any of the following vehicles:
 - a. Emergency service vehicles.
 - b. Vehicles exceeding 3.5 tonnes Maximum Authorised Mass (MAM).
 - c. Motor coaches, minibuses, omnibuses, tramways (including trolley buses) and/or vehicles on rails and/or vehicles not on terra firma, but this exclusion shall not apply to insured vehicles transported by sea ferries.
5. Any loss, damage or liability if an Insured Person is operating, driving, maintaining or using any vehicle the principal use of which is
 - a. the transportation of:
 - i. high explosives (nitro-glycerine, dynamite or similar explosives);
 - ii. hazardous chemicals;
 - iii. compressed or liquefied gases; or
 - iv. inflammable liquids in bulk.
 - b. contractors' plant and equipment not on a public road.

Section I: Motor Liability to Others

What is covered under this Section

IA Driving Your Vehicle

We will pay any money that You are liable to pay, or that any person who We have agreed to insure is liable to pay, including legal costs and expenses, in the event of:

- death of or Bodily Injury to other people as a result of an accident involving the use of Your Vehicle; or
- damage to property belonging to other people as a result of an accident involving the use of Your Vehicle. The maximum amount We will pay in respect of damage to property, including related legal costs and expenses, is €30,000,000.

IB Driving other cars

If Your Schedule and Certificate of Motor Insurance show that You have this cover, We will insure You only for the events described in Section IA (above) that happen as a result of an accident involving Your use of any other Car that:

- You do not own;
- is not hired to You under a hire-purchase, contract-hire, or other lease agreement;
- is registered in the Republic of Ireland;
- is being used by You with the owner's permission; and
- is not covered by any other insurance policy that covers Your liability while driving it. You must meet the conditions of paragraph 5(b) of Your Certificate of Motor Insurance in order to have valid cover under this section IB.

IC Compulsory Insurance in the European Union and other countries

Provided Your Vehicle is registered in Ireland, this Policy provides the minimum insurance cover required by law in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC). There is a list of member countries of the Green Card system at the website of the Council of Bureaux (www.COBX.org). The list changes from time to time. Neither Ornella Underwriting Limited nor the Underwriters providing cover under this Policy have any control over the content of this website.

If the minimum insurance cover required by law in another country is lower than the minimum cover required in Ireland, the minimum cover required in Ireland applies.

ID Trailers

We will cover any Insured Person under the terms of this Section while they are towing a trailer, if the driver's licence permits it. The trailer must be used in accordance with the vehicle and trailer manufacturers' specifications and instructions.

We will also cover You alone, under the terms of this Section, for any detached trailer You own or that is in Your Vehicle, if Your driving licence allows You to tow it.

IE Use by a member of the motor trade

If Your Vehicle is being used by a member of the Motor Trade because it needs overhaul, upkeep, or a repair, this Policy covers You alone under the terms of this Section and does not cover the person in the Motor Trade who is using it.

What is NOT covered under this Section

We will NOT pay for:

1. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
2. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
3. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
4. the liability of anyone who is insured under another Policy;
5. any loss of or damage to property that belongs to (or is with) an Insured Person who is driving any vehicle covered by this Section;
6. damage to any vehicle being driven or used by a person claiming cover under this Section;
7. any liability that arises because an Insured Person deliberately causes death, injury or damage;
8. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
9. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Vehicle while it is being repaired or serviced; or
10. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section

Section 2: Loss of or Damage to Your Vehicle

If You have chosen Third Party, Fire and Theft insurance, all of the cover provided by this Section is limited to loss or damage caused by fire, or theft, or attempted theft.

If You have chosen Comprehensive insurance, the cover under this Section includes loss or damage caused by fire, theft, attempted theft, and by malicious or accidental means.

Your Schedule shows which covers, described below, apply to Your Policy.

What is covered under this Section

2A Loss of or damage to Your Vehicle

We will pay for loss of or damage to Your Vehicle, or any part of it or its accessories and spare parts, while it is in any of the territories covered by this Policy, or while being transported by sea (including loading and unloading) between any ports in those territories.

2B Damage to other Cars You drive

Your Schedule shows whether You have this cover.

If You have this cover, the term 'Your Vehicle' under the rest of this Section also means a Private Car that You are driving.

We will pay, as if it was Your Vehicle, for damage to any other Private Car that You are driving but do not own, provided:

- A. the Car You are driving is not under a hire-purchase, contract-hire, or lease agreement in Your name;
- B. You are covered to drive it under Section I – Motor Liability to Others (Third Parties) of this Policy;
- C. it is a Private Car with a market value of not more than €60,000
- D. it is registered in, and being driven in, Ireland;
- E. You have the owner's permission to drive it;
- F. You are not a limited company, partnership, or similar entity;
- G. Your Vehicle is still in Your possession and in a roadworthy condition,
- H. You are not using this Section to cover Your driving of a vehicle to secure its release
- I. from seizure by any government or public authority; and
- J. it is not covered by any other insurance policy that covers damage while You are driving it or in charge of it.

2C Trailers

Your Schedule shows whether You have this cover

If You have this cover, We will pay to repair or replace a trailer that You own and that You have given Us details of, provided that:

- A. You pay the compulsory Excess of €250, and any additional Excess that applies to Your Policy;
- B. the trailer is in Your custody, care and control;
- C. the trailer is fitted with an operational anti-theft device;
- D. the trailer is not a caravan, mobile home, trailer-tent, boat-trailer, concession trailer, or any trailer that is fitted with machinery or other equipment;
- E. the trailer was built by a professional trailer manufacturer; and
- F. if the cover You have chosen is Third Party, Fire and Theft, the cause of the loss or damage is by fire or theft only.

We will not pay for any property carried in (or on) the trailer. The most We will pay to repair or replace Your trailer is €2,500, or the amount You declared as the value of the trailer if this is lower.

2D New Vehicle replacement

Your Schedule shows whether You have this cover.

For this cover to apply, You must insure Your Vehicle for its full replacement cost for a period of at least 12 months after first registering it. If You have a valid claim for loss of or damage to Your Vehicle that happens within 12 months of its registration as a new vehicle, We will replace it with a new vehicle of the same make and model, provided that:

- A. the same make and model of Your Vehicle is available in Ireland;
- B. You are the original and only owner of Your Vehicle from new;
- C. it is stolen and not recovered, or it is lost or damaged in a single incident, and the cost of the repair, reinstatement or replacement is more than 60% of the current list price in Ireland of Your Vehicle when new; and
- D. Your Vehicle had travelled no more than 20,000 kilometres at the time of the loss or damage.

If a replacement vehicle of the same make, model and specification is not available, or if Your Vehicle was not supplied as new in the Republic of Ireland, the most We will pay is the higher of:

- the Market Value of Your Vehicle, and its dealer-fitted or factory-fitted accessories and spare parts, at the time of the loss or damage, or
- the manufacturer's retail price of Your Vehicle when You bought it, less 10%.

2E Loss of or damage to Your Vehicle in the European Union and other countries

Provided Your Vehicle is registered in Ireland, this Policy applies for the aggregate period (the combined number of days You were abroad during one or more journeys) shown in Your Schedule, while Your Vehicle is in any country that is a member of the Green Card system. These are countries that are either:

- a member of the European Union (EU), or
- party to an agreement with the EU, to comply with Article 7(2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (number 72/166/EEC).

There is a list of member countries of the Green Card system at the website of the Council of Bureaux (www.COBX.org) The list changes from time to time. Neither Ornella Underwriting Limited nor the Underwriters giving cover under this Policy have any control over the content of this website

2F Courtesy car

Your Schedule shows whether You have this cover.

If You have this cover, We will provide You with a free courtesy Private Car (Class A rental vehicle or equivalent), up to the maximum number of days shown in Your Schedule, while Your Vehicle is at an Approved Repairer, or is being treated as a total loss (written off), and so is not being repaired. This cover only applies if You use an Approved Repairer. If We provide one, a courtesy car may not be used as a Public Service Vehicle.

2G Towing and storage charges

If You ask Us first and You are making a valid claim for loss or damage under this section as well, We will pay the reasonable cost of protecting Your Vehicle by arranging to take it to the nearest Approved Repairer, or another safe place, if You cannot drive it after an accident or attempted theft. We will not pay the cost of transporting Your Vehicle anywhere outside Ireland, unless We have agreed to do so before such costs are incurred. We may arrange a safe place to keep Your Vehicle for up to 4 days while it is waiting to be repaired or otherwise dealt with.

What is NOT covered under this Section

We will NOT pay:

1. for the Policy Excesses as stated in Your Policy document or Schedule;
2. for loss in value, wear and tear, or mechanical, electrical, or electronic breakdown;
3. for damage to tyres caused by braking, punctures, cuts, or bursts;
4. for loss of use;
5. more than the lower of either;
 - i. the current Market Value of Your Vehicle at the time of the loss or damage, or
 - ii. the most recent value of Your Vehicle that You gave Us as shown in Your Schedule
6. more than the lower of either
 - i. €650, or
 - ii. 5% of the most recent value You gave Us for Your Vehicle as shown in Your Schedule,
for loss of or damage to any audio or audio-visual system, equipment, or component that is not part of the standard specification for Your Vehicle or did not come with Your Vehicle when new;
7. for any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturer's standard specification, or We have agreed to cover them;
8. for any more than Our share for loss or damage if, at the time of a claim, there is any other Policy covering the loss or damage;
9. for loss or damage caused while an Insured Person is illegally driving under the influence of alcohol or drugs, whether they have been prosecuted or not;
10. for any reduction in Your Vehicle's value because it has been damaged or repaired;
11. for the cost of hiring another Car;
12. for loss or damage caused by;
 - i. theft or attempted theft of Your Vehicle by a member of Your Family, an employee, or a work colleague, unless You notify Gardai or local police of the theft (or attempted theft) and can prove that You have done so;
 - ii. any other means by a member of Your Family, if the family member causing the damage has insurance that covers their liability to You for the loss or damage.
13. for loss of or damage to Your Vehicle's navigation system, or other computer or electronically controlled equipment, caused by it failing to recognise any date as the true calendar date;
14. for loss or damage caused by theft or attempted theft if the keys, fob device (or keyless entry system) are left unsecured, or left in (or on) Your Vehicle while it is unattended;
15. for loss or damage from using Your Vehicle in a race, rally, competition or trial, or on any race track, circuit, or other prepared course;
16. for loss or damage as a result of using the wrong type of fuel, or of using substandard, contaminated, or insufficient fuel, lubricant, or other parts;

17. for the extra cost of parts or accessories, and the additional cost of importing them, from outside the European Union;
18. for indirect loss, such as travel costs or loss of earnings;
19. any liability, loss, damage, or expense caused by any driver that is disqualified from driving, has never held a driving licence, or is prevented by law from holding one;
20. any liability, loss, damage, or expense caused by any driver who has failed to disclose penalty points or motoring convictions to Us;
21. any liability, loss, damage, or expense caused by any driver that does not meet the conditions of their driving licence, including (but not limited to) the requirement to be accompanied by another fully licensed driver;
22. more than €60,000 for loss or damage caused by theft or attempted theft, unless Your Vehicle is fitted with an operational Tracking Device;
23. for any loss or damage if You do not immediately report the theft of Your Vehicle to the Gardai or local police, and to the monitoring service if Your Vehicle is fitted with any
24. monitored security device including a Tracking Device;
26. for loss or damage costing more than €75,000, unless We have agreed to provide cover for a higher amount;
27. for loss caused by deception by a supposed purchaser and / or their agent(s);
28. for additional loss or damage caused by moving or recovering Your Vehicle after it was damaged;
29. for damage caused when Your Vehicle is being repossessed;
30. for up to 50% of your claim under this section after We deduct any Excesses, if the appropriate roadworthiness certificate (for example the National Car Test (NCT)) for it has expired between 6 and 12 months, or up to 75% if the roadworthiness certificate has expired over 12 months, at the time Your Vehicle was lost or damaged;
31. any claim for loss by theft if the keys or lock / ignition operating devices for Your Vehicle are stolen from a property or another vehicle, unless there is forcible entry to the property or other vehicle by the person taking the keys or lock / ignition operating device;

Excesses

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For any accidental or malicious damage claim under this Section the Excess will be:

- the amount shown in Your Schedule as the standard Excess PLUS;
- the amount of additional Excess shown in Your Schedule PLUS;
- €400 if the driver of Your Vehicle is aged 24 or under, aged 80 or over, or does not hold a full driving licence PLUS;
- €250 if You do not use one of Our Approved Repairers to repair Your Vehicle.

How We deal with and pay claims under this Section

Repairing Your Vehicle

- A. Unless We are treating Your Vehicle as a total loss (a write-off), We can choose to:
- i. pay You an amount to repair it;
 - ii. pay a repairer to repair it;
 - iii. pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
 - iv. replace Your Vehicle, or any part or accessory from it.
- B. The most We will pay is the lesser amount of either:
- i. the Market Value of Your Vehicle, less the Excess, and less the value of any remains of Your Vehicle;
 - ii. the amount which You insured Your Vehicle for, less the Excess, and less the value of any remains of it; or
 - iii. the cost of repairing Your Vehicle, less the Excess.
- C. If any lost or damaged part or accessory is no longer available, the most We will pay is:
- i. the cost shown in the manufacturer's last price list, and
 - ii. the reasonable cost of fitting.

Writing-off Your Vehicle

- A. If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), We can choose to:
- i. give You an amount to replace Your Vehicle;
 - ii. pay an amount to the owner, if that is not You, or to the owner described in a hire purchase or contract-hire agreement; or
 - iii. replace Your Vehicle.
- B. The most We will pay if We are writing-off Your Vehicle will be the lesser of either:
- i. the Market Value of Your Vehicle, less the Excess, and less the value of any remains of it,
or
 - ii. the amount You insured Your Vehicle for, less the Excess, and less the value of any remains of it.
- C. Before We pay Your claim, You must send Us:
- i. Your Certificate of Motor Insurance;
 - ii. Your insurance disc;
 - iii. the vehicle registration document;
 - iv. any certificate of roadworthiness, such as a National Car Test certificate (NCT), if Your Vehicle is required to have one by law;
 - v. the keys or fob device; and
 - vi. any documents We ask for.

The remains of Your Vehicle will still be Your property, unless We choose to keep them. We do not have to choose this option. The value, if any, of the remains of Your Vehicle will be deducted from the money We are due to pay You.

Settling claims for theft

We will treat Your Vehicle as stolen if it has not been found 28 days after You report the theft to Us. It must be still missing when We pay Your claim. You must report the theft to the Gardai or local police as soon as it is discovered, and provide Us with Your Car keys and all the documentation We ask for when You make Your claim. If Your Vehicle is stolen and You later get it back, or discover where it is, You must tell Us immediately. If Your Vehicle is fitted with a Tracking Device with a monitoring service, You must also inform that monitoring service immediately. If Your Vehicle has not been found after 28 days, We will treat it as a total loss (a write-off) and your claims will be dealt with accordingly.

Section 3: No Claims Discount

No Claims Discount (NCD)

A No Claims Discount is a premium discount granted because You have had consecutive years of incident-free motor insurance in Your own name on this Policy or another policy that this one replaces. Provided there are no claims that could affect it, Your No Claims Discount will increase each year, up to the Maximum discount We allow.

If You insure more than one Car with Us, You earn the No Claims Discount on each Car separately.

We will not discount any premiums for cover under Sections 8 – Windscreen and Windows, Section 9 – Accidental Death, and Section 10 – Breakdown Assistance.

Any payment We make for fire or theft under Section 2 – Loss of or Damage to Your Vehicle, under Section 8 – Windscreen and Windows, or under Section 9 – Accidental Death will not affect Your No Claims Discount.

If You make a claim, Your No Claims Discount will be reduced to zero at the next renewal unless You have a Policy with one of Our No Claim Discount Protection options (see below).

Other claims-free driving discounts

We may have allowed You a different discount because You have driving experience gained under a different policy. Such discounts will be removed entirely at the next renewal of Your Policy if you have a claim during the Period of Insurance.

Our uninsured driver promise

If You make a claim for damage to Your Vehicle that is the result of an accident that is not Your fault, and the driver of the other vehicle involved is not insured, You will not lose Your No Claims Discount. The costs may be recoverable from the Motor Insurers' Bureau of Ireland (MIBI).

The driver of the uninsured vehicle must be identified, and You must provide Us with their name and the registration number, make and model of the vehicle that hit You, where possible. You must also assist Us in establishing who is responsible by providing the names, addresses, and any other details of any witnesses to the incident, where possible.

A Fully Protected No Claims Discount

Your Schedule shows whether You have this cover.

If You have this cover, and if there are up to 2 claims in a consecutive 3-year period, the accumulated years that are allowed for in calculating Your No Claims Discount will not change.

If there is a third claim in a consecutive 3-year period, the accumulated years that are allowed for in calculating Your No Claims Discount will be reduced to zero.

While the number of No Claim Discount years accumulated will not change, the percentage discount that each year represents may change and Your premium may still increase following such claims.

B Step Back No Claims Discount

Your Schedule shows whether You have this cover.

If You have this cover and a claim arises during any Period of Insurance, Your entitlement to a No Claims Discount will be reduced as shown in the table below.

No Claims Discount years at the time of a claim	Step Back No Claims Discount years allowed at the next renewal
5 years or more	3 years
4 years	2 years
3 years	1 year
2 or fewer years	0 years

While the number of No Claim Discount years allowed will be reduced, the percentage discount that each year represents may change and Your premium may still increase following such claims.

Section 4: Business Equipment

Your Schedule shows whether You have this cover.

What is covered under this Section

If You have this cover, and provided you are making a valid claim for loss of or damage to Your Vehicle under Section 2 of this policy for the same incident, We will pay up to €650 for each individual item or €2000 in total for loss of or damage to the following equipment installed in or on Your Vehicle:

- Roof Sign
- Taxi Meter
- Two-way Radio
- Satellite Navigation hardware (excluding applications on other devices such as mobile phones or handheld tablets)
- Receipt printer
- Card payment device
- Dashcam equipment
- Any tracking device You have fitted to meet the terms or conditions of this policy

Section 5: Public Liability

Your Schedule will show whether You have this cover.

What is covered by this section

We will pay up to the amount shown in Your Schedule as compensation including costs and expenses if an Insured Person becomes liable for accidental:

- a) Injury to any person;
- b) physical loss of or physical damage to material property;
- c) obstruction, trespass, nuisance or interference with any right of way, light, air or water; or
- d) wrongful arrest, detention, imprisonment or eviction of any person (involving the use of physical force or coercion), malicious prosecution or invasion of the right of privacy;

occurring during the Period of Insurance within Ireland and arising out an Insured's Person's occupation as a Small Public Service Vehicle operator.

Limit of Indemnity

- The limit of this section will apply in aggregate to all the claims or series of claims attributable to once source or original cause.
- If more than one Insured Person is entitled to cover under this Policy for the same incident, claims against You will be paid as a priority, up to the limit
- stated above. Claims against other Insured Persons will then be paid until the limit above is reached in respect of all claims, including Yours.

Excess

An excess is the first part of a claim that You must pay before We pay anything. The excess for a claim under this section is €500.

What is NOT covered by this section

We will not pay for any liability, injury, loss or damage:

- a. caused by or arising from the ownership, possession or use by You or on Your behalf of any mechanically propelled vehicle (or trailer attached to it), if being used in circumstances for which compulsory insurance or security is required under any legislation governing the use of the vehicle.
- b. to which Section I – Motor Liability to Others applies or would apply but for the cost of the liability, injury loss or damage exceeding the limits applying in that section;
- c. arising from pollution or contamination;
- d. in respect of fines, penalties, or any pre-agreed, exemplary, punitive, aggravated or multiplied damages;
- e. to any employee arising out of or in the course of the employment or engagement of such person by the insured;
- f. to any person hiring, borrowing, leasing or renting a vehicle from You;
- g. to property in Your custody, care or control that is not owned by a fare-paying passenger;
- h. which in any way arises out of, is based upon or attributable to any actual, attempted or threatened Abuse, sexual relations, molestation, sexual contact or intimacy, sexual harassment or sexual exploitation of any person;
- i. arising directly or indirectly from actual or alleged acts of defamation;
- j. the excess for this section in above;

Conditions applying to this section

In order to make a valid claim under this section

- You must keep an accident log of all accidents and incidents You have been informed of, to include details of the allegedly injured persons, names and contact information of witnesses (including employees) who may be in a position to give evidence;
- You must retain any witness statements and the any CCTV or dashcam footage of the area at the time of the alleged incident occurring;
- Your accident log, and relevant CCTV or dashcam footage must be made available to Us on request

Section 6: Replacement Locks

Your Schedule shows whether You have this cover.

What is covered under this Section

If the keys or fob device for Your Vehicle are lost or stolen, We will pay up to the amount shown in Your Schedule

- to replace the keys or fob device; and
- if the keys or fob device could be in the possession of a person who knows where You keep Your Vehicle, to replace or re-code locks and alarms.

What is NOT covered under this Section

We will NOT pay:

1. if the keys or fob device are stolen by deception or fraud or taken by a member of Your household;
2. if the keys or fob device are recovered before locks or alarms are replaced;
3. if You do not report the loss or theft immediately to the Gardai or local police or cannot prove to Us that You have done so; or
4. to replace locks or alarms, unless Your key or transmitter could be in the possession of a person who knows where You keep Your Vehicle.

We will not apply a Policy Excess and Your No Claims Discount will not be affected if You claim under this Section.

Section 7: Fire Brigade Charges

Your Schedule shows whether You have this cover.

What is covered under this Section

If You have this cover, We will pay up to the amount shown in Your Schedule if You are liable to pay charges made by a fire authority providing a valid claim is being made for loss, damage or injury under Section 1 – Liability to Others, or Section 2 – Loss of or Damage to Your Vehicle, in respect of the same incident.

Section 8: Windscreen and Windows

Your Schedule shows whether You have this cover.

We operate an approved windscreen supplier through Autoglass Ireland Holdings Limited (Autoglass).

All claims must be verified before any repair or replacement work is undertaken. If You wish to make a claim, please telephone or make an online booking on:

Republic of Ireland:	(0)1 460 6905
Outside Republic of Ireland:	+353 (0)1 460 6905
	www.autoglass.ie

What is covered under this Section

If You have this cover, We will pay to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Vehicle

What is NOT covered under this Section

We will NOT pay for:

1. more than €500 in total for windscreen / window breakage claims during any Period of Insurance if You use a supplier other than our approved supplier;
2. more than 2 windscreen / window breakage claims during any Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when a repairer recommends that it is repaired;
4. damaged or broken glass in sunroofs, panoramic sunroofs, moonroofs, wraparound glass, glass forming part of a body panel (such as glass covering the engine compartment), or continuous glass panels, mirror glass, lights, lenses, or internal glass;
5. damage to the mechanical or electrical window-winding mechanism;
6. damage caused by wear, tear or negligence;
7. damage caused by Your own deliberate actions;
8. the extra cost of replacing glass that is not in accordance with the manufacturer's
9. specification for Your Vehicle;
10. any extra cost of glass, including the cost of importing it from outside the European
11. Union;
12. glass or Perspex that is an integral part of a removable canopy or hood;
13. any amount over the value of the broken glass;
14. any more than the Market Value of Your Vehicle, or the amount You insured it for if less; or
15. any breakage or repair You notify Us about more than 90 days after it happened.

Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Autoglass for windscreens, window glass, and repairs to glass. You can get this by calling Ornella Windscreen Assist on the number given above and quoting Your current Ornella Insurance Policy number.

A claim made under this Section will not affect Your No Claims Discount.

Section 9: Accidental Death

Your Schedule shows whether You have this cover.

Definitions within Section 9 – Accidental Death

Words shown in bold type in the table below have the meaning given to them below wherever they may appear in this Section only.

Accident	A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance.
Death	Death resulting solely and independently of any other cause, from an identifiable physical injury caused by an Accident involving an Insured Vehicle occurring within 12 months of the date of the Accident.
Insured Person	The person named as the Policyholder in the Schedule of Insurance, or any other named person whose details have been supplied to Us (where an additional Premium has been paid and We have accepted instructions to cover that person). NOTE: only people aged 25 or over and under 75 at the start of the Period of Insurance can be insured.
Insured Vehicle	Any motor vehicle in which an Insured Person is travelling at the time of an Accident, anywhere in the world, other than those vehicles that are specifically excluded under 'What is not covered', below.
Period of Insurance	The Period of Your associated Policy which starts and ends at the same time as this Policy, and does not exceed 12 months.
Premium	The money that You must pay for insurance cover under this Section. This Premium is paid at the start of Your associated Policy as a single one-off payment.
We, Us, Our	The Insurer for this Section named in Your Schedule.
You, Your	The person who has taken out the associated Policy and who is named as the Policyholder in Your Schedule.

What is covered under this Section

A. Accidental Death

In the event of an Accident involving an Insured Vehicle, and where such an Accident is the sole cause of the Death of an Insured Person, We will pay a benefit of the amount shown in Your Schedule to the Insured Person's executors or administrators.

B. Accumulation of benefits

In the event that We insure the same Insured Person under more than one Accidental Death Insurance Policy arranged by Ornella Underwriting Limited, We will not pay accumulated benefits under all such Policies. We will pay a total benefit of 125% of the highest amount shown in Your Schedules for that Insured Person.

What is NOT covered under this Section

A. Death resulting from an Accident while the Insured Person is travelling in (or on) any of the following types of vehicles:

1. motorcycles, quad bikes, golf-buggies, or ride-on lawn mowers;
2. tractors, combine-harvesters, or other agricultural vehicles, machinery or equipment;
3. mobile plant, machinery or equipment;
4. buses or motor coaches;

5. any vehicle with a carrying or towing capacity of more than 3 tons; or
6. any vehicle not licensed for road use.

B. Death in any way contributed to or caused by:

2. the Insured Person engaging in a sport, pastime or activity of a hazardous (dangerous) nature, including motor racing, rallies, competitions, speed tests or the like;
3. the suicide or deliberate acts of the Insured Person, or the Insured Person being
4. seriously mentally ill;
5. a criminal act by You or the Insured Person;
6. the Insured Person being under the influence of alcohol or drugs at the time of an Accident involving an Insured Vehicle where
 - i. the Insured Person is driving the Insured Vehicle, or
 - ii. where the intoxication of the Insured Person by alcohol or drugs contributes directly to the Accident;
7. war, invasion, the actions of a foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, or military or usurped power or any Act of Terrorism; or
8. sickness disease mental infirmity or emotional or psychological trauma, even if it results from medical or surgical treatment of an identifiable injury caused by an Accident.

Claims

Notice must be given to Us as soon as reasonably possible in the event of the Death of an Insured Person resulting from (or alleged to have resulted from) an Accident. The following documents must be produced before the benefit under this Policy can be paid:

- Death Certificate
- Garda Report
- Coroner's Reports.

You must provide Us with all the documents and information that We need to process Your claim. Failure to provide Us with all relevant documentation relating to Your claim might render Us unable to investigate the claim properly and compensate You.

If the Insured Person's representatives wish to make a claim under this Policy, they should contact Leeson Claims Services Limited t/a Leeson Group, 68 Merrion Square, Dublin 2, telephone 00353 (0)1 4852980 or email info@leesongroup.com.

Section 10: Breakdown Assistance

Your Schedule shows whether You have this cover.

You may still ask Us to provide breakdown assistance if it is not covered by this Section, but it will be provided at Your own expense.

We will not pay for any expense or assistance that has not been authorised through the emergency helpline. If you make your own arrangements you will not be reimbursed.

MAWDY Breakdown Assistance is an emergency breakdown and accident recovery service. It is there to assist you in your time of need. The assistance provided is at MAWDY's discretion, as it will depend on availability at the time of the breakdown assistance request.

Requesting Assistance

If You need assistance, please telephone the Breakdown Assistance line on **+353 91 429 114**.

Please have the following information to hand when You call:

- Your exact location;
- the registration number of Your Vehicle;
- Your Policy number;
- a telephone number where You can be contacted; and
- a description of the problem.

CUSTOMER CARE

If You need to make a complaint about this part of Your Policy, please write to the Insurer for this Section shown in Your Schedule. If We cannot resolve Your complaint to Your satisfaction or progress Your complaint further, You may then contact the:

Financial Services and Pensions Ombudsman
Lincoln House,
Lincoln Place,
Dublin 2,
D02 VH29

Telephone: +353 (0)1 567 7000

Email: info@fspoi.ie

Website: www.fspoi.ie

Contacting the Financial Services and Pensions Ombudsman does not affect Your other legal rights. Any telephone calls made in connection with this Section may be monitored or recorded to assist with staff training and for quality control purposes.

Definitions relating to Section 10 – Breakdown Assistance

You, Your	Any Insured Person who is driving Your Vehicle with Your knowledge and consent, and who resides in the Republic of Ireland.
We, Us, Our	MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A., trading as MAWDY. Mapfre Asistencia Compania Internacional De Seguros Y Reaseguros S.A. trading as MAWDY is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business

	rules. Company Registration Number 903874. MAWDY, 22-26 Prospect Hill, Galway.
Passengers	All non-fare paying Passengers (excluding hitch-hikers) being legally transported in Your Vehicle at the time assistance is required.
Territorial Limit	The Republic of Ireland and Northern Ireland.
Period of Cover	The period between the start date and expiry date shown on the Schedule of Insurance relating to Your Vehicle.
Recovery Provider	Any representative of Ours whom We appoint to assist You.

You are covered for the assistance services in this Section for a **maximum of 3 breakdowns** during the Period of Cover. If You have Comprehensive cover, and if You first ring the emergency helpline, We will provide the following benefits:

What is covered under this Section

If Your Vehicle is immobilised as a result of a mechanical or electrical breakdown, or fire, theft, or any attempted theft, malicious damage, punctures, or as a result of keys being lost, stolen, broken in the lock or ignition, or locked in Your Vehicle, We will arrange and pay for:

Labour	One hour's free labour either at the home or roadside. Repairs carried out at the Recovery Provider's premises are not covered.
Towing	Towing Your Vehicle to the nearest garage capable of effecting repairs or garage of Your choice, whichever is closer.
Home assistance	A Recovery Provider to assist you in the event of a breakdown at your home address.
Message relay	We will pass on 2 urgent messages for You.

Conditions

1. You must use the emergency helpline numbers provided to call for assistance.
2. You must give the Policy number when calling for assistance.
3. In the event of cancellation of the Policy by the Insured after 14 working days from the start date, no return of premium shall be allowed in respect of the Assistance portion of the premium.
4. Assistance will only be provided within the Territorial Limit.
5. You must be with Your Vehicle when the Recovery Provider arrives. If You are not with Your Vehicle then Our Recovery Provider cannot assist, and any subsequent assistance will be at Your own cost.
6. We may refuse assistance if:
 1. You appear intoxicated;
 2. Your Vehicle is in an inaccessible or off-road location;
 3. Your Vehicle cannot be transported safely, legally, and without hindrance, using a standard car transporter and equipment;
 4. Your Vehicle has been modified for or is taking part in racing, trials, rallying, criminal conduct or the like;
 5. Your Vehicle is modified or customised so that it cannot be recovered, for example changes to the wheel arches, wheel or tyre sizes, front and rear bumper height, and original ride height.

7. Your Vehicle must be kept in good mechanical order and roadworthy condition, and be regularly serviced.
8. If We have to make a forced entry to Your Vehicle because You are locked out, You must sign a declaration accepting that Our Recovery Provider will not be responsible for any damage caused.
9. Any fault with Your Vehicle must be rectified immediately. We will not pay for recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.
10. Your Vehicle must be a Private Car, and not more than 12 years old at the time cover was applied unless We agree to cover it.
11. We will not arrange for or incur any additional cost to transport pets or other animals carried in Your Vehicle.
12. If You cancel an assistance, You are not eligible for another call out for that assistance.
13. Replacement Cars are subject to commercial car-hire criteria. For example, You may be required to hold a full and / or endorsement-free ('clean') licence and You may be required to pay a deposit. There might be further criteria. You will be responsible for returning any hire car to its pick-up point.
14. This contract is subject to Irish Law.
15. The language used in this and all other documents relating to this Section is English. All future communications, both verbal and written, will be in English.
16. In the event of Your Vehicle being taken to Your normal place of residence or location of Your choice, no further recovery/assistance arising from the same breakdown will be provided.

What is NOT covered under this Section

We will NOT pay for:

1. We will not pay for any consequential loss arising from using the assistance services;
2. expenses that You can get back from any other source;
3. any breakdown assistance requests arising where Your Vehicle is carrying more Passengers or is towing more weight than it was designed to do;
4. any breakdown assistance requests arising directly from the unreasonable driving of Your Vehicle on unsuitable ground;
5. any breakdown assistance requests arising from any accident or breakdown brought about by an avoidable or wilful or deliberate act carried out by you;
6. the cost of repairing Your Vehicle, other than outlined in the benefits above;
7. the cost of any parts, tyres, keys, lubricants, fluids, or fuel;
8. any breakdown assistance requests arising from lubricants, fluids, fuel or other flammable materials, explosives, or toxins transported in Your Vehicle;
9. failing to provide any of the benefits outlined in this Section for reasons beyond Our reasonable control, including (but not limited to) You needing assistance at the time of a natural catastrophe, or Us being unable to reach You because roads have been closed;
10. providing assistance as a result of Your Vehicle running out of fuel, or the use of incorrect fuel;
11. any winching costs or specialist equipment, including (but not limited to) any vehicle or equipment used (other than a standard recovery vehicle) to move Your Vehicle if it has left the road, overturned, or is without wheels;
12. loss of or damage to the contents of Your Vehicle;

13. providing the fourth or subsequent assistance in any Period of Cover; or
14. towing Your Vehicle to an open repairer's garage if the chosen repairer's garage is closed;
15. breakdown assistance requests if you knowingly provide false or misleading information
16. For any breach of this section of the policy or failure on our part to perform any obligation as a result of acts of god, government control, restrictions or prohibitions, or any other act or omission of any public authority (including government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the company) or any other cause whatsoever where such cause is beyond our reasonable control.

Data Protection

We will need to obtain personal information from you to provide you with the policy of insurance. This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may
- include disclosing information to other insurers, regulatory authorities, or to our agents
- who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to
- your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone, SMS or e-mail.

We will only disclose your personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, MAWDY, 22-26 Prospect Hill, Galway.

Or email: dpoireland@mawdy.com

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves. You are entitled to receive a copy of the information We hold about You. You can do this by sending a written request to the Data

Protection Compliance Officer at Our address shown in Your Schedule. You also have the right to correct any inaccuracies identified in the personal data We hold.

Insurance Act 1936

All money which becomes or may become payable to You under this Section will, in accordance with Section 93 of the Insurance Act 1936, be paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

We have or will pay to the Revenue Commissioners the appropriate stamp duty, in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

This insurance is underwritten by:

Accelerant Insurance Europe SA, Registered Office:

Bastion Tower, Place du Champs de Mars 5, 1050 Brussels, Belgium

Accelerant Insurance Europe SA is authorised by the National Bank of Belgium and regulated by the Financial Services and Markets Authority (FSMA) (Ref. 3193) in Belgium and is regulated by the Central Bank of Ireland for consumer protection rules.

Mawdy, registered office: 22 – 26, Prospect Hill, County Galway, Ireland.


Mapfre Asistencia Compañía Internacional De Seguros Y Reaseguros S.A. trading as Mawdy is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

Company Registration number 903874.

Policies are arranged and administered by:

Ornella Underwriting Limited.

Ornella Underwriting Ltd t/a Ornella Underwriting, Ornella, Bump Insurance, Patrona and Patrona Underwriting is regulated by the Central Bank of Ireland.



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The Bushels, Cornmarket, Wexford
t: 053 91 80300
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