

ARRANGED BY



**ORNELLA**

UNDERWRITING LIMITED

Only available through  
your Insurance Intermediary

# **SPECIAL TYPES VEHICLES INSURANCE**

## Policy Document

UNDERWRITTEN BY

**ACCELERANT** 

**Issue 2024 03**

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 conduct of business rules.

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



Accelerant Insurance Europe SA  
Bastion Tower  
Place du Champ de Mars 5  
1050 Brussels  
Belgium  
[www.accelerant.ai](http://www.accelerant.ai)

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 conduct of business rules.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



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

# Ornella Underwriting Limited

## Welcome to Ornella

Thank You for choosing to insure with Ornella Underwriting Limited, on behalf of the Underwriters. This document, together with Your Policy Schedule and Certificate of Motor Insurance, is a legally binding contract between You and Us. Please keep the Schedule and this booklet in a safe place.

The contract is based on information and documents that You have provided to Us. This information is in a Proposal Form signed by You. You must be sure the information You have given to Us is true and complete. This contract is subject to Irish law, unless We, the Underwriter, and You, the Policy Holder, both agree otherwise.

We pay the stamp duty required under the Stamp Duties Consolidation Act, 1999. Because You have paid the premium, We have agreed to insure You for the period shown in Your Schedule, subject to the terms, conditions and exclusions in this booklet. These include any Endorsements (changes or additions) that We may make to Your Policy, the Certificate of Motor Insurance, or the Schedule. This insurance applies within the Territorial Limits described in Section B – Definitions unless We and You, the Policy Holder, agree otherwise.

**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](mailto:accelerant.claims@ornellaunderwriting.ie)**



Brian Hughes  
Ornella Underwriting Limited

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# A: Important Information

## 1. Disclosure of information

The contract of motor insurance is made up of the following which should be read together:

- this booklet and Your Schedule, which form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us in the Proposal Form that You signed.

It is vital that You provide all relevant information when You take out this Policy or when You renew it. If You do not disclose all relevant information, Your Policy could be declared void and You would not be insured. If this happens, You will have to pay back any claims We have paid or may have to pay by law. In addition, We may refuse to deal with any future or ongoing claims from You. Having a Policy declared void may make it more difficult or more expensive for You to buy insurance in the future. If You are not sure whether information is relevant, You should tell Us.

## 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](http://www.accelerant.ai), or [www.ornellaunderwriting.ie](http://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,

**Intermediary** refers to Ornella Underwriting Limited, who arrange and administer insurance and handle claims, together, referred to as “we”, “us” and “our.”

**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.**

## I. 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 anti-fraud 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 for the performance of a contract to which you are a party; or
- b) 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);
- c) 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; or

d) you have consented to processing your data in such a way. You may withdraw your consent to such processing at any time.

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. This may or may not require your consent.

### **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 Insurers' 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](http://www.accelerant.ai) for more detailed information on processing by the Insurers' reinsurers and other parts of the Insurers' groups.

### **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 15 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;
- request correction of your data if it is inaccurate or incomplete;
- request 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 request 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 affects 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:

<b>Insurer</b>	<b>Intermediary</b>
<b>Accelerant Insurance Europe SA</b> Group Data Protection Officer Accelerant Insurance Europe SA Bastion Tower Place du Champ de Mars 5 1050 Brussels Belgium Tel: +32 476 96 26 34 Email: DPO@accelins.com	<b>Ornella Underwriting Limited</b> 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 Commissioner. Please see the below contact details:

Data Protection Commissioner	Phone: +353 (0)1 765 0100.
Canal House	E-Mail: info@dataprotection.ie
Station Road	Website: www.dataprotection.ie
Portarlinton	
County Laois	
R32 AP23	

## **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. Preventing and Detecting Fraud**

In order to prevent and detect fraud, We may:

- share information about You with other companies providing services to Us;
- check and file Your details with fraud prevention agencies, registers and databases;
- record with these agencies, registers and databases if You give us false or inaccurate information, or make (or try to make) a fraudulent claim.

If You have any queries or would like more information about data protection, please write to:

**Office of Data Protection Commissioners**

Canal House Station Road, Portarlinton, Co Laois, Ireland

Email: [info@dataprotection.ie](mailto:info@dataprotection.ie)

### **4. Your right to a cooling-off period**

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, 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.

### **5. Insurance Act 1936**

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

### **6. Using Your Vehicle abroad**

Except for the Sections shown below, this Policy applies while You use Your Irish-registered Vehicle in Europe. Europe includes all EU member states and some others 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 shows that they do:

Section 2 – Loss of or Damage to Your vehicle

Section 4 – Windscreen and Windows

### **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 on the basis that You will re-register it here. 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 in the country where it is registered.

## 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.

Never accept the blame or admit responsibility for an accident, or offer to pay for any damage. 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 within 24 hours of any event that could lead to a claim under this Policy. Sometimes, We will need further details in writing.

You must send Us every letter, claim, or notification of legal proceedings (such as a writ, civil bill or civil summons), 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.

### Accident 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

## 9. About the Insurers

This Policy is arranged by:

Ornella Underwriting Limited

The Bushels Cornmarket Wexford

Telephone: +353 (0)53 91 80300

Email: flexispecials@ornellaunderwriting.ie

## 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. 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 business 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 Special Types Vehicles Policy may be monitored or recorded for training and quality control purposes.

### **Making a complaint**

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) from whom You bought this Special Types Vehicles Policy.	
<b>Step 2</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Our partners below who are authorised to deal with Your complaint:	
	<p>If Your complaint relates to <b>a claim</b>:</p> <p>Leeson Claims Services Limited, 68 Merrion Square, Dublin 2.</p> <p>☎ +353 1 4852980 ✉ info@leesongroup.com</p>	<p>If your complaint relates to <b>any other matter</b>:</p> <p>Customer Services Team, Ornella Underwriting Limited, The Bushels, Cornmarket, Wexford</p> <p>☎ +353 (0)53 9180300 ✉ customerservices@ornellaunderwriting.ie</p>
<b>Step 3</b>	<p>If your complaint remains unresolved under step 2 please contact the:</p> <p>Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.</p> <p>☎ +353 (0)1 567 7000 ✉ info@fspoi.ie 💻 www.fspoi.ie</p>	

### **Currency**

All premiums and claims under this Policy shall be paid in the Republic of Ireland in Euro.

## B: Definitions

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

### **Approved Repairer**

A Tradesperson or Company that We have approved and authorised to repair Your Vehicle, after a claim.

### **Approved Windscreen Supplier**

A Tradesperson or Company that We have approved and authorised to repair or replace the windscreen or other glass in Your Vehicle, after a claim.

### **Appropriate Physical devices**

Locks, chains, clamps, towing hitch locks, locked containers and or similar devices to protect plant, machinery and equipment from theft

### **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.

### **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.

### **Great Britain**

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Insured person**

- You and anyone else You have given Us information about and that We have agreed 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 inside, getting into, or getting out of Your Vehicle, with Your permission;
- the owner of Your Vehicle (if You ask Us);
- 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 amount of money You would have got for Your Vehicle if You offered it for sale at the time of the accident, loss or damage.

**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.

**Plant**

Refers to heavy machinery and equipment used during construction works that You have given Us details of and that we have agreed to insure and you own or are responsible for.

**Proposal Form**

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 the truth of 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.

**Signage**

Any additional commercial logos, advertisements or contact details on Your Vehicle.

**Terrorism**

An act contrary to the Criminal Justice (Terrorist Offences) Act 2005 or any similar legislation in any other country that this Policy covers.

**Tool of Trade**

Any Vehicle, implement or device Used for tipping, digging, scraping, grading, drilling, levelling, lifting, lowering or supporting any object or person.

**We, Us, Our**

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

**You, Your**

The Policy Holder named in Your Schedule.

**Your Vehicle**

Any Special Types / Work Vehicle, that You have given Us details of and that we have agreed to insure and you own or are responsible for.

## C: General Conditions

### 1. Keeping to these conditions

- A. The information You gave Us in the Proposal Form declaration must be true and complete as far as You know for cover to apply under this Policy. The Proposal Form forms the basis of this contract.
- B. You, or any Insured Person who is claiming cover under this Policy, must keep to the terms and conditions of this Policy.
- C. You must inform Us of any relevant information or material facts 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).
- D. 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.
- E. You must use Your Vehicle in accordance with the limitations as to use; this is the permitted use of Your Vehicle as shown in Your Certificate of Motor Insurance.

### 2. Claims

- A. You, or any other person responsible for a claim under this Policy, must:
  - (i) tell Us immediately about any event that could lead to a claim;
  - (ii) immediately send Us unanswered any letter, claim, civil bill, writ, summons, and any correspondence from Injuriesboard.ie that You may receive, and a completed accident report form if We ask for one;
  - (iii) tell Us immediately if any prosecution or inquest is to be held in connection with the incident;
  - (iv) 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;
  - (v) NOT accept responsibility for any accident, or agree to pay any claim, without Our clear permission;
  - (vi) cooperate with anyone who acts on Our behalf; and
  - (vii) do whatever You (or any other person insured under this Policy) can to protect Your Vehicle and its parts or accessories.
- B. We may take any of the following actions:
  - (i) take over, defend, or settle any claims in Your name or that of any other person covered;
  - (ii) We may take legal action in Your name or the name of any other person covered by this Policy to recover any payments we make;
  - (iii) 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

#### A. Cancellation by You

##### (i) Within the cooling-off period

You may cancel this Policy within 14 days of the start date or renewal date, without penalty and without giving a reason, by returning Your Certificate of Motor Insurance and the insurance disc to Us. We will refund the premium less a proportionate amount for the days 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, We will:

- keep any premium You paid in respect of Section 4 – Windscreen and Windows;
- if your policy is still within the first year We will calculate the return premium according to the short period table below, or proportionate premium for the period that You were insured by Us, for the remaining Sections;
- deduct an administration fee of €25;
- deduct a further fee of up to €50 after the deduction of Our administration fee to be retained by Ornella Underwriting Limited; and
- refund You the balance of the premium You have paid, provided the balance is €25 or more.

<b>Short period rates</b>	
<i>Period for which cover operated in the first year</i>	<i>Percentage of yearly premium that We will keep</i>
Not more than 1 month	25%
Not more than 2 months	30%
Not more than 3 months	40%
Not more than 4 months	50%
Not more than 5 months	55%
Not more than 6 months	65%
Not more than 7 months	75%
Not more than 8 months	80%
9 months or over	100%

## **B. Cancellation by Us**

We may cancel this Policy with 10 days' notice by sending a registered letter to 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. Non-refundable premiums**

If You cancel Your Policy after the cooling-off period, or if a permanent reduction in cover is made, We will not refund a proportion of Your premium in respect of Section: 4 – Windscreen and Windows.

## **5. Transaction premium and fees**

If a change to Your Policy results in You owing Us an additional premium, We will charge You a minimum of €25. If a change to Your 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 policy, or up to €50 for a cancellation transaction under Condition A (ii) - Cancellation.

## **6. 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 (dishonest) 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.

## **7. Duty to take Care**

Any person claiming cover under this Policy must take all reasonable steps to prevent any incidence of accident, injury, loss or damage.

### **7A: Vehicle**

- While unattended, Your Vehicle must be left locked. The ignition key must never be left with Your Vehicle.
- Vehicles and equipment must meet the Road Traffic Acts requirements.
- You must keep Your Vehicle in a roadworthy condition and take precautions to safeguard your vehicle and to keep it in a good state of repair. We shall not be liable for loss, injury or damage howsoever caused if your vehicle is in an unsafe condition.

### **7B: Plant (Machinery)**

- You must check machinery and equipment regularly to make sure that it is in safe working order; fit guards to PTO shafts, rotating shafts and rotating ancillary equipment such as slip clutches and so on.
- You must make sure that all power take-off shafts are guarded this is a legal requirement and always turn off the power take-off shaft and stop engine before trying to free a blockage.
- Make sure hydraulic systems are used safely and kept in good condition.
- You must allow us to examine Your Vehicle.

### **7C: Plant Operations and Inspections**

- All Plant and equipment is maintained in accordance with manufacture's recommendations.
- Where an item of Plant or equipment requires inspection, You will act in accordance with all statutory obligations and regulations.

### **7D: Plant & Equipment Over Night Security**

You the insured will ensure that all reasonable precautions are taken to prevent any loss or damage to any item of Plant left on site over-night, securing the machine with Appropriate Physical Devices.

- You the insured will ensure that all equipment has been secured in a lock fast container.

### **7F: Plant Operators**

You must ensure that all operators of the Plant and Equipment are/have:

1. Your Employees
2. a valid and appropriate licence to drive a specific item of plant
3. all Your employees are properly trained and can work safely
4. a valid C.S.C.S (Construction Skills Certification Scheme Card) cards to operate specific item(s) of plant

## **8. 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.

## **9. 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 to meet the requirements of 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. loss of or damage to any property, or for any indirect or consequential loss or expense, or for any legal liability directly or indirectly caused by, contributed to, or arising from
    - (i) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from burning nuclear fuel, or
    - (ii) the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear assembly or part of it;
  5. any consequence of war, revolution, or a similar event;
  6. any consequence of Terrorism, including any action taken to control or prevent an act of Terrorism;
  7. 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, airport, 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, refueling areas, and ground equipment parking areas;
  8. loss or damage to an insured vehicle caused by vermin, such as animals or insects that are destructive in their natural behavior; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
  9. carrying of any Hazardous substances or goods (any dangerous, toxic or explosive goods or substances which require labelling as hazardous in any form by law) other than as a part of a groupage load of which has been fully disclosed and agreed with underwriters prior to carriage of same, any such agreement will be noted in Your policy schedule;
  10. any liability, loss, damage (including consequential loss) caused by pollution or contamination as a result of any load seeping or any load spilling from Your vehicle or any vehicle in Your care custody or control;
  11. 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.

# Section I: 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 €6,500,000.

### IB:

#### Compulsory Insurance in the European Union and other countries

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 Motor Insurers' Bureau of the United Kingdom ([www.MIB.org.uk](http://www.MIB.org.uk)). 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.

### IC:

#### 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 care, if Your driving licence allows You to tow it.

#### However, We will not cover the following:

1. All trailers that do not meet with Irish Road Traffic Regulations when in use in a public place. These regulations set out the law in relation to weights, lights, brakes, plating, under-run, side-guards, securing of loads.
2. Use while drawing a greater number of trailers permitted by law.
3. There is no cover under this section for stand-alone trailers (a policy that covers a trailer and not vehicle).

**ID: 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

**IE: Loading and unloading**

We will cover any Insured Person while Your Vehicle is being loaded or unloaded under the terms of this Section. Loading starts when the load is lifted clear of the ground or clear of equipment used to move the load (such as a pallet truck or trolley) in order to place the load in or on Your Vehicle. Unloading is finished when the load is taken from Your Vehicle and is resting on the ground or resting on the equipment used to move it, or is moving away from Your Vehicle.

**IF: Indemnity to principal**

We will cover a principal (a person or business that becomes liable for the negligent act of an Insured Person) under the terms of this Section if they do not have insurance under any other Policy covering that liability or a part of it, and if they keep to this Policy's terms and conditions as far as possible.

**IG: Application of Policy Limits**

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 payable. Claims against other Insured Persons will then be paid until the limit payable is reached in respect of all claims, including Yours.

**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 Your Vehicle;
7. any liability, loss, damage, or expense, if anyone claiming cover under this Section does not keep to its conditions;
8. any liability, loss, damage, or expense caused by any person in the motor trade driving Your Vehicle while it is being repaired or serviced;
9. death of or injury to anyone driving (or in charge of) a vehicle covered by this Section;

- I 0. loss or damage to any weighbridge, viaduct, road, or other surface or anything under the surface over which the Your Vehicle is driven, caused by the weight or vibration of Your Vehicle;
- I 1. loss, damage, or legal liability caused by pollution or contamination that is a result of a load seeping or spilling from, or shifting in, your Vehicle;
- I 2. any liability, loss, damage, or expense resulting from using the Your Vehicle or any machinery attached to it, as a Tool of Trade;
- I 3. any liability that arises because an Insured Person deliberately causes death, injury or damage.



## Section 2: Loss of or damage to Your Owned Plant

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

### **We will pay:**

For loss or damage to the items noted on the policy schedule that are;

#### **2A: What is covered under this Section**

1. owned by, or
2. on deferred purchase, or
3. on lease to You

whilst situated in or in transit anywhere within the territorial limits and at the time of such damage to the plant and equipment is:

- (a) less than or equal to 12 months old from the date of sale as new the amount payable by the You shall be Reinstatement.

Or

- (b) more than 12 months old from the date of sale as new We will pay to the insured the value of the plant and equipment at the time of the damage or the cost of repair of the damage to a condition substantially the same as but not better or more extensive than the condition at the time of the damage or at its option reinstate or replace such plant and equipment.

#### **2B: Hiring out – what is covered under this Section**

We will cover plant and equipment whilst hired out provided that;

- (a) The terms and conditions of hiring out owned plant are equal to the Irish Contractors Plant Association terms and conditions;
- (b) The terms and conditions of hiring out plant are equal to the Irish Contractors Plant Association terms and conditions no less onerous than those terms under which the plant and equipment was hired in by the Insured;
- (c) Any item of own plant which is hired out must be hired with a driver employed by the insured.

#### **2C: Towing and storage charges – Ireland Only**

If You ask Us first, 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 up to 4 days while it is waiting to be repaired or otherwise dealt with.

#### **2D: Trailer(s)**

**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, it have been accepted by Us and the appropriate premium has been paid; provided that;

- A. You pay any Excess that applies to Your Policy and any additional voluntary Excess that applies to Your Policy;
- B. the trailer is in Your custody, care and control and where detached, such trailer is kept in a secure and protected environment;
- 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. Such trailer is not attached to any vehicle which is not covered under this Policy;
- F. the trailer is not a disabled vehicle;
- G. the trailer was built by a professional trailer manufacturer;
- H. You or any other Insured Person is not using the trailer whilst tipping or as a tool of trade;
- I. 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;
- J. If it is attached to a towing vehicle;
  - (i) that vehicle is also Insured by this policy,
  - (ii) the number of trailers being towed does not exceed the number allowed by law.

**We will not pay for any property carried in (or on) the trailer, items of plant and equipment must be noted separately on your policy schedule. The most We will pay to repair or replace Your trailer is the amount You declared as the value of the trailer.**

### **What is NOT covered under this Section**

We will NOT pay:

- 1. the policy excess as stated in the policy document or schedule;
- 2. loss in value, Wear and tear, mechanical, electrical or electronic breakdown damage to tyres by braking, punctures, cuts or bursts;
- 3. loss of use or other indirect loss such as travel costs or loss of earnings;
- 4. more than the lower of the current market value of the vehicle at the time of the loss or the most recent valuation of Your Vehicle that You gave Us;
- 5. more than the lower of either
  - (i) €500, or
  - (ii) 5% of the most recent valuation of Your Vehicle,
  - (iii) for loss or damage to audio or audio-visual systems, radio, hi-fi, car-phone or CB radio equipment, that is not part of the standard specification for Your Vehicle or did not come with Your Vehicle when new, unless We agree otherwise;
- 6. any costs in replacing Signage to Your Vehicle following a loss or accident;
- 7. loss of or damage to any modifications including any performance-enhancing, handling, or cosmetic modifications, unless they form part of the manufacturers' standard specification, or We have agreed to cover the;

8. 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 the cost of hiring another vehicle;
11. for loss or damage caused by theft or attempted theft if Your Vehicle was taken by a member of Your family or Your household or taken by an employee or ex-employee of the owner of Your Vehicle unless You can provide Us with written confirmation of notifying An Garda Siochana or local police of the theft;
12. for loss of or damage to Your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognize any date as the true calendar date;
13. for loss of or damage caused by theft or attempted theft if the keys (or keyless entry system) are left unsecured or left in or on Your Vehicle while it is unattended;
14. for loss or damage arising from using Your vehicle in a rally, competition, trial on any race track, circuit or other prepared courses;
15. 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;
16. for the costs of importing parts or accessories from outside the European Union;
17. for the extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives;
18. for loss of or damage to caravans, mobile homes, trailer tents, boat trailers, and any other trailer which includes fitted machinery or other equipment;
19. any loss, damage or expense caused by any driver that has been disqualified from driving or has failed to disclose penalty points or motoring convictions to Us;
20. 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;
21. for additional loss or damage caused by moving or recovering Your Vehicle after it was damaged;
22. for loss caused by deception by a supposed purchaser and / or their agent(s);
23. for additional loss or damage caused by moving or recovering Your Vehicle after it was damaged;
24. for loss or damage when an inventory is completed or an item has been reported missing and there is no valid reason;
25. or loss or damage where Ingress of a foreign object has entered into a machine in which it was not designed to ingest;
26. for loss or damage as a result of solidification of a Gas, Liquid or Cement and the contents of an agitating drum;
27. for loss or damage as a result of submersion of any item of plant or equipment regardless of the location;
28. for loss or damage caused by the transportation of any item whilst being transported by Sea or Air;

29. for loss or damage to any item of equipment whilst such item is left unattended in any vehicle away from a contract site;
30. the cost of recovery of any item which is underground.

### **Excesses**

An Excess is the amount You must first pay towards the cost of any claim, before We will pay anything. For any 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
- the excess amount payable is strictly based on use of one of Our Approved Repairers to repair Your Vehicle

### **How We deal with and pay claims under this Section**

#### **Repairing or replacing Your Vehicle/Plant, Equipment or Trailer**

- A. Unless We are treating Your Vehicle, Plant or Trailer as a total loss (a write-off), We can choose to:
  1. pay You an amount to repair Your Vehicle, Plant or Trailer;
  2. pay a repairer to repair Your Vehicle, Plant or Trailer;
  3. pay an amount to the owner, if that is not You;
  4. pay You, or to the owner described in a hire purchase or contract-hire agreement; an amount replace Your Vehicle, Plant or Trailer if We are treating it as a total loss;
  5. replace Your Vehicle, Plant or Trailer, or any part or accessory from it.

- B. The basis on which we will make a payment:

We will make a payment on Reinstatement basis:

1. Where any item of plant or equipment suffers damage to the extent that it cannot be economically repaired, a replacement by new plant and equipment of equal performance and/or capacity, or if such replacement be impossible a replacement by new plant and equipment having the nearest higher performance and/or capacity to the plant and equipment which has suffered damage, less the Excess.
2. Where any item of plant and equipment otherwise suffers damage the repair of the damage and the restoration of the portion of plant and equipment suffering damage to a working condition substantially the same as but not better or more extensive than its condition when new, less the Excess.

Any Excess that applies; and the value of the remains of Your Vehicle or Trailer; and any amount of Value Added Tax that is recoverable by You or the owner of Your Vehicle.

## **Writing-off Your Vehicle**

If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), 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 or commercial Certificate of Roadworthiness (CRW), if Your Vehicle's is required to have one by law;
- (v) Your Vehicle keys; 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 Vehicle's 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).

## Section 3: 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 €1500 if You are liable to pay charges made under the Fire Services Act 1981 by a fire authority to:

- A. control or put out a fire on or in Your vehicle (in circumstances which have given rise to a valid claim under Your policy); and
- B. remove the driver or passengers from the vehicle using cutting equipment.

We will not apply a Policy Excess will not be affected if You claim under this Section.

## Section 4: Windscreen and Windows

Your Schedule shows whether You have this cover:

**We operate an Approved Windscreen Supplier through Allglass Windcreens Nationwide Ltd (Allglass). If You want to make a claim under this Section, You must use Allglass to repair or replace Your windscreen or window glass.**

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

**Republic of Ireland:** (0)1 460 6905

**Outside Republic of Ireland:** +353 (0)1 460 6905

### **What is covered under this Section**

If You have this cover, We will pay up to €500 in any Period of Insurance to repair or replace a chipped, cracked, or broken windscreen or window glass in Your Vehicle, provided that You use Our Approved Windscreen Supplier (Allglass).

### **What is NOT covered under this Section**

We will NOT pay:

1. more than €500 in total; or
2. more than 1 windscreen / window breakage claim, during any one Period of Insurance;
3. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
4. for 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. for damage to the mechanical or electrical window-winding mechanism;
6. for damage caused by wear, tear or negligence;
7. for damage caused by Your own deliberate actions;
8. for multiple damage due to vandalism for the extra cost of replacing glass that is not in accordance with the manufacturer's specification for Your Vehicle;
9. for any extra cost of glass, including the cost of importing it from outside the European Union;
10. for glass or perspex that is an integral part of a removable canopy or hood;
11. for any amount over the value of the broken glass;
12. any more than the Market Value of Your Vehicle, or the amount You insured it for if less; or
13. any breakage or repair You notify Us about more than 90 days after it happened.

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

*Even if You do not have cover under this Section, You are entitled to a 20% discount (correct at time of printing) from Allglass 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.*



## Section 5: Endorsements

The policy is subject to those endorsements below which are stated in the schedule as being operative.

SG01: **Agricultural Vehicles**

Where Your occupation or business description noted in the policy schedule is noted as Farming or an Agricultural occupation including Agricultural Contracting it is hereby declared that all exclusions relating to "Tool of Trade" in this document are deemed not to apply.





A stylized, light green leaf pattern is positioned in the bottom right corner of the page. It features several curved branches with small, pointed leaves, creating a decorative border.

**Issue 2024 03**

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