

ARRANGED BY



**ORNELLA**

UNDERWRITING LIMITED

Only available through  
your Insurance Intermediary

# **COURIER** INSURANCE

## Policy Document

UNDERWRITTEN BY

**Axa Insurance dac**

**Issue CA 2022 06**

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

THIS INSURANCE POLICY IS UNDERWRITTEN BY:



AXA Insurance dac.  
Registered Office  
Wolfe Tone House,  
Wolfe Tone Street, Dublin 1.

Registered in Ireland number 136155. AXA Insurance dac is regulated by the Central Bank of Ireland.

THIS INSURANCE POLICY IS ARRANGED AND ADMINISTERED BY



**ORNELLA**

**UNDERWRITING LIMITED**

The Bushels  
Cornmarket  
Co. Wexford  
Telephone: +353 (0)53 9180300  
Email: [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie)  
[www.ornellaunderwriting.ie](http://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.

# 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. 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 policyholder, 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 2 – Definitions unless We and You agree otherwise.

## Exceptional Service

Our claims service goes the extra mile and We are committed to doing the right thing for You. We will aim to settle claims quickly and efficiently, even in the most difficult circumstances.

**If You ever need to make a claim, just call Our friendly call centre on:**

**Republic of Ireland:**

**053 91 80333**

**Outside Republic of Ireland:**

**+ 353 53 91 80333**



Brian Hughes

Ornella Underwriting Limited

# Claims contact details

## Ornella Accident line

Republic of Ireland Telephone: 053 91 80333  
Outside of Republic of Ireland Telephone: + 353 (0)53 91 80333

## Ornella Windscreen Assist

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

## Breakdown Assistance helpline number

Republic of Ireland: 1800 806 800 (this call is free)  
Northern Ireland: + 353 (0)91 560670

For full details of Breakdown Assistance cover, refer to Section 8 – Breakdown Assistance

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# Section I: Important Information

## 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 together form one document,
- the Certificate of Motor Insurance, and
- the information You gave to Us including information 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.

## Cooling-Off Period / Right to Cancel

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. If You have not made or incurred any claims within the 14-day period, We will refund Your premium, less a proportionate amount for the days that You were insured by Us.

## Data Protection

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.axa.ie](http://www.axa.ie), or [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie), or contact us using the details in Section II below.

In this Data Protection Notice:

**Insurer** refers to AXA Insurance dac

**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.**

### **1. What Personal Data may we collect about you?**

The types of data that are processed may include:

<b>Category</b>	<b>Types of Data Collected</b>
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.axa.ie](http://www.axa.ie) 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 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:

<b>Insurer</b>	<b>Intermediary</b>
<b>AXA Insurance dac</b> Data Protection Officer AXA Insurance dac Wolfe Tone House Wolfe Tone Street Dublin 1 Tel: +353 (0)1 471 1812 Email: <a href="mailto:compliance@axa.ie">compliance@axa.ie</a> AXA Insurance dac is regulated by the Central Bank of Ireland.	<b>Ornella Underwriting Limited</b> Data Protection Officer Ornella Underwriting Limited The Bushels Cornmarket Wexford Tel: +353 53 9180300 E-mail: <a href="mailto:customerservices@ornellaunderwriting.ie">customerservices@ornellaunderwriting.ie</a>

## 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  
Canal House  
Station Road  
Portarlinton  
County Laois  
R32 AP23

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

## Complaints

When things go wrong, You may wish to raise a complaint with Us. For complaints relating to Section 8 – Breakdown Assistance, see Section 8. 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 within 5 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 on the progress of the investigation into Your complaint at least every 20 days; 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, You can contact the Financial Services and Pensions Ombudsman (contact details below).

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

## Making a complaint

<b>Step 1</b>	Please send Your complaint to the intermediary (person, agent, or company) who You bought this Insurance Policy from.
<b>Step 2</b>	If Your complaint is not resolved to Your satisfaction by the intermediary, You can contact Us at:  Customer Services Team Ornella Underwriting Ltd The Bushels Cornmarket Wexford Ireland  Telephone: +353 (0)53 9180300 Fax: +353 (0)53 9180399 Email: customerservices@ornellaunderwriting.ie
<b>Step 3</b>	If You are still not satisfied with how Your complaint has been dealt with, You can contact the Underwriter at the address shown in Your Schedule.
<b>Step 4</b>	If Your complaint remains unresolved please contact:  Financial Services and Pensions Ombudsman Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  Tel: (01) 567 7000 Email: info@fspo.ie Website: www.fspo.ie

## 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

#### Ornella Accident Line

Republic of Ireland Telephone: 053 91 80333

Outside Republic of Ireland Telephone: +353 (0)53 91 80333

### Insurance Act 1936 (Section 93)

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

## 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 providing You have agreed this cover with Us in advance. 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:

- Section 6 – Loss of or Damage to Your Vehicle
- Section 8 – Breakdown Assistance.

## **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.

## **About the Insurers**

This Policy is arranged by:

### **Ornella Underwriting Limited**

The Bushels

Cornmarket

Wexford

Telephone: +353 (0)53 9180300

Ornella Underwriting Ltd 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 Insurer shown in Your Schedule.

## Section 2: 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.

### **Bodily Injury**

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

### **Certificate of Motor Insurance**

The current document that proves You have the motor insurance You need by law. The Certificate of Motor Insurance shows who can drive Your vehicle, the Uses permitted on a road or in any other public place, as needed by the Road Traffic Acts. The Certificate of Motor Insurance does not show the cover You have.

### **Excess**

The amount You must pay towards the cost of any claim.

### **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);
- 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(s)**

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.

**Schedule**

The document which gives details of the cover You have.

**Signage**

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

**Territorial Limits**

All Sections except Section 8– Breakdown Assistance

This Policy provides the motor insurance cover described in Your Schedule in Ireland and the United Kingdom, and during journeys between these places.

**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.

**Trailer**

A non-motorised vehicle designed to be pulled behind a motor vehicle to carry a load.

**United Kingdom**

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

**We, Us, Our**

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

**You, Your**

The Policyholder named in Your Schedule.

**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
- Your or Your spouse's lineal ancestors (for example parents or grandparents), or lineal descendants (for example your children or grandchildren).

**Your Vehicle**

Any commercial vehicle with a gross vehicle weight of 3,500 kgs or less that You own or are responsible for, and that We have agreed to insure by issuing a Certificate of Motor Insurance, that remains in force and shows its registration number.

## Section 3: General Conditions

### Keeping to these conditions

You must keep to these conditions before We will make any payment under this policy.

- A.** The information You gave Us in the Proposal Form 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.

### 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;
  - 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 by this Policy, and 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;
  - ii. 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 Insured Person also has another Policy covering the same loss, damage or liability, We will NOT pay any part of the claim.

## **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 Sections 7 – Windscreen and Windows, 8 – Breakdown Assistance;
  - work out how much of the remaining premium we need to keep, which will be proportionate to the time we covered You unless your policy is in its first year in which case we will use the table of short period rates shown below;
  - deduct an amount of €25 from the remaining premium, if any; and
  - refund You the balance of the premium You have paid, provided the balance is €25 or more.

### **Short period rates**

Period for which cover operated in the first year	Percentage of yearly premium that We will keep
Not more than 1 month	30%
Not more than 2 months	40%
Not more than 3 months	50%
Not more than 4 months	60%
Not more than 5 months	70%
Not more than 6 months	80%
Not more than 7 months	90%
7 months or more	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 how much of premium we need to keep, which will be proportionate to the time we covered You
- refund the balance of the premium You have paid.

**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.

**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. 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.

**Minimum adjustment premiums**

If a change to Your Policy results in You owing Us an additional premium, We will charge You only if the amount due is €25 or more. 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.

**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.

## Section 4: 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 and the United Kingdom (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, refuelling 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 behaviour; or considered pests or nuisances, including (but not limited to) rodents, weasels, squirrels, flies, and cockroaches;
9. Any accident, injury, loss or damage including consequential loss while an Insured Person is carrying any hazardous goods or substances (hazardous goods or substances are any dangerous, toxic or explosive goods or substances that require any form of labelling as "hazardous" by law), unless we agree, in writing, before they are carried.
10. Any accident, injury, 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 5: Liability to Third Parties

## What is covered under this section

### 5.1 Driving Your Vehicle

We will pay:

The full amount in damages and legal costs an Insured Person (or their legal personal representatives) may have to pay for being legally liable for a person's death or Bodily Injury; and

an amount an Insured Person (or their legal personal representatives) may have to pay in damages and legal costs for being legally liable for damage to property up to a limit of €6,500,000; arising as a result of an accident caused by or in connection with Your Vehicle.

### 5.2 Trailer cover

#### A: Attached

We will cover an Insured Person for the events described in 5.1 above while drawing a trailer attached to an insured vehicle.

#### B: Detached

We will cover an Insured Person for the events described in 5.1 caused by a detached trailer that You own or that You are responsible for provided that

- A. where detached such trailer is kept in a secure and protected environment
- B. Such trailer is not attached to any vehicle which is not covered under this Policy

What is not covered under this sub section:

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

- 1. If a trailer is constructed, used, loaded or parked in a manner not permitted by law.
- 2. while an Insured Person is drawing a greater number of trailers permitted by law.
- 3. while a trailer is being drawn by a person without a licence to draw it.
- 4. while a trailer is being drawn or used other than in accordance with the trailer's and vehicle's specifications and manufacturer's instructions.

### 5.3 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.

### 5.4 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.

## 5.5 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.

## 5.6 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.

## 5.7 Legal Costs

If they relate to an incident which is covered under this Section We may pay;

The fees of solicitors asked to represent anyone We insure at a coroner's inquest or defence in any District Court; and

The costs defending a charge under sub-section 2(A) of Section 53 of the Road Traffic Act 1961 of manslaughter or causing death or serious bodily harm by dangerous driving.

You must have our written permission to incur these costs before We will make any payment.

## 5.8 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 Council of Bureaux ([www.COBX.org](http://www.COBX.org)). The list changes from time to time. (Neither Ornella Underwriting Limited nor the Insurers 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.

### 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 Your Vehicle;
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.
10. 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;
11. 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;
12. any liability, loss, damage, or expense resulting from using the Your Vehicle or any machinery attached to it, as a Tool of Trade;
13. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used to cook, prepare, sell, or serve any food or drink;
14. any liability, loss, damage, or expense caused while the Your Vehicle or any trailer whether attached or not is being used as a mobile shop; or
15. any liability that arises because an Insured Person deliberately causes death, injury or damage.

## Section 6: 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

#### 6.1 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.

#### 6.2 Towing and storage charges

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 for up to 4 days while it is waiting to be repaired or otherwise dealt with.

#### 6.3 Fire Brigade charges

**Your Schedule shows whether You have this cover.**

If You have this cover We will pay up to €1250 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.

#### 6.4 Trailers

**Your Schedule shows whether You have this cover.**

If You have this cover, We will pay to repair or replace any trailer that is specified in the Schedule provided that:

1. the trailer is in Your custody, care and control;
2. when it is detached from a towing vehicle the trailer is kept in a secure and protected environment
3. the trailer is not attached to any vehicle which is not covered under this Policy
4. the trailer is fitted with an operational anti-theft device;
5. 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;
6. the trailer is not a disabled vehicle

7. You or any other Insured Person is not using the trailer whilst tipping or as a Tool of Trade
8. If it is attached to a towing vehicle;
  - i. that vehicle is also Insured by this policy, and
  - ii. the number of trailers being towed does not exceed the number allowed by law;
9. the trailer was built by a professional trailer manufacturer; and
10. 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 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
3. damage to tyres by braking, punctures, cuts or bursts;
4. loss of use or other indirect loss such as travel costs or loss of earnings;
5. more than the lower of
  - i. the current Market Value of the vehicle at the time of the loss or
  - ii. the most recent valuation of Your Vehicle that You gave Us;
6. more than the lower of
  - i. 5% of the most recent valuation of Your Vehicle, or
  - ii. €650 for loss or damage to radio, hi-fi, car-phone or CB radio equipment, unless We agree otherwise;
7. any costs in replacing signage to Your Vehicle following a loss or accident;
8. loss of or damage to any modifications unless they form part of the manufacturers' standard specification or are optional extras that We have agreed to cover;
9. 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;
10. 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;
11. for any in the vehicle's value because it has been repaired;
12. for the cost of hiring another vehicle;
13. 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.
14. 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;
15. 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;

16. for loss or damage arising from using Your vehicle in a rally, competition, trial on any race track, circuit or other prepared courses;
17. 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;
18. for the costs of importing parts or accessories from outside the European Union;
19. for the extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives;
20. for loss of or damage to caravans, mobile homes, trailer tents, boat trailers, and any other trailer which includes fitted machinery or other equipment;
21. 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;
22. any loss, damage or expense caused by a provisional license or learner permit holder that does not meet the conditions of his/her license;
23. for loss or damage costing more than €120,000
24. loss of damage to
  - a. a drum or hopper of a any concrete mixer or agitated carrier  
or
  - b. any machinery pipe or hose used for processing or discharging of the load resulting in the solidification of the concrete or any such substance
25. for loss caused by deception by a supposed purchaser and / or their agent(s);
26. for additional loss or damage caused by moving or recovering Your Vehicle after it was damaged; or
27. for loss or damage resulting from using Your Vehicle or Trailer; whilst tipping or machinery attached to it, as a Tool of Trade.

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

### **Repairing or replacing Your Vehicle or Trailer**

We can choose to:

- A. pay You an amount to repair Your Vehicle or Trailer;
- B. pay a repairer to repair Your Vehicle or Trailer;
- C. pay an amount to the owner, if that is not You;
- D. pay You, or the owner described in a hire-purchase or contract-hire agreement, an amount to replace Your Vehicle or Trailer, if we are treating it as a total loss; or
- E. replace Your Vehicle or Trailer, or any part or accessory from it.

The most We will pay is:

the lesser amount of either:

- A. the Market Value of Your Vehicle or Trailer; or
- B. the amount which You insured Your Vehicle or Trailer for; or
- C. the cost of repairing Your Vehicle or Trailer;

LESS deductions for

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

If a damaged part or accessory is no longer available, we will pay the cost shown in the manufacturer's last price list, and the reasonable cost of fitting, subject to the deductions above.

### **Writing-off Your Vehicle**

If We are treating Your Vehicle as a total loss (writing-off Your Vehicle), You must send Us:

- A. Your Certificate of Motor Insurance;
- B. Your insurance disc;
- C. the vehicle registration document;
- D. any certificate of roadworthiness (CRW), if Your Vehicle is required to have one by law;
- E. Your Vehicle's keys; and
- F. any documents We ask for before We pay Your claim.

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 amount 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 7: Windscreen and Windows

**Your Schedule shows whether You have this cover.**

We operate an Approved Windscreen Supplier through Allglass Windscreens 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
  - a. €500 in total; or
  - b. For more than one windscreen / window breakage claims, during any one Period of Insurance;
2. an Excess of €25, if You choose to replace a windscreen or window when Allglass recommends that it is repaired;
3. 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;
4. for damage to the mechanical or electrical window-winding mechanism;
5. for damage caused by wear, tear or negligence;
6. for damage caused by Your own deliberate actions;
7. for damage to more than one pane of glass due to vandalism
8. 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.

*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 8: Breakdown Assistance

**Your Schedule shows whether You have this cover. Even where Your schedule shows You have this cover, certain vehicles are excluded, see below.**

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

**YOU MUST REQUEST ASSISTANCE ON THIS HELPLINE. WE WILL NOT PAY BACK ANY COSTS THAT YOU INCUR YOURSELF.**

**Breakdown Assistance is a 24-hour emergency breakdown recovery service. It is there to assist You in Your time of need. Some covers may not be available to Us at the time You call for assistance. In this event, We will choose which of the benefits below that We will provide instead, based on the options available to Us at the time.**

### Requesting Assistance

If You need assistance, please telephone the Breakdown Assistance line on:

**Republic of Ireland: 1 800 806 800**

**Outside Republic of Ireland: +353 (0)91 560670**

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.

**We will only pay for assistance that You have requested by calling these numbers**

### Excluded Vehicles

- any vehicle requiring a driving licence other than a **category B** licence;
- any vehicle more than 3,500 kgs gross vehicle weight;
- any vehicle more than 10 years old at the later of the inception or last renewal; and
- any Special Type vehicle
- any Private Car over 3000cc

## **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 be eligible to make a complaint to the Financial Services Ombudsman at:

The Financial Services Ombudsman Bureau  
3rd Floor, Lincoln House  
Lincoln Place  
Dublin 2  
Ireland

Phone: +353 (0)1 567 7000  
Fax: +353 (0)1 662 0890  
Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)  
Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Contacting the Financial 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 8 – Breakdown Assistance

<b>Excluded Vehicle</b>	any vehicle requiring a driving licence other than a <b>category B</b> licence; any vehicle more than 3,500 kgs gross vehicle weight; any vehicle more than 10 years old at the later of the policy inception or last renewal; and any Special Type vehicle any Private car over 3000cc
<b>Passengers</b>	All non-fare paying Passengers (excluding hitch-hikers) being legally transported in Your Vehicle at the time assistance is required.
<b>Period of Cover</b>	The period between the start date and expiry date shown on the Schedule of Insurance relating to Your Vehicle.
<b>Recovery Provider</b>	Any representative of Ours whom We appoint to assist You.
<b>Territorial Limit</b>	The Republic of Ireland and Northern Ireland.
<b>We, Us, Our</b>	The Insurer for this Section shown in Your Schedule
<b>You, Your</b>	Any Insured Person who is driving Your Vehicle (provided it is not an Excluded Vehicle) with Your knowledge and consent, and who resides in the Republic of Ireland.

You are covered for the assistance services in this Section for a **maximum of 3 breakdowns** during the Period of Cover:

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 that require assistance to fix or replace a wheel, 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:

<b>Labour</b>	Provided it is more than 2 kilometres away from Your home and place of business, the cost of calling out and up to 1 hour's labour charged by a Recovery Provider; provided the repair is carried out where Your Vehicle broke down and not at the Recovery Provider's premises.
<b>Towing</b>	Towing of Your Vehicle for up to 30 kilometres from the place where the breakdown occurred.
<b>Onward travel or accommodation arrangements</b>	If repairs cannot be completed where Your Vehicle broke down, We will assist You to make onward travel or overnight accommodation arrangements at Your expense.
<b>Message relay</b>	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. You must be able to prove Your identity to the Recovery Provider when they reach You.
4. If this Policy is cancelled the Premium relating to this Section will not be refunded.
5. Assistance will only be provided within the Territorial Limit.
6. 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.
7. We may refuse assistance if:
  - a. You appear intoxicated;
  - b. Your Vehicle is in an inaccessible or off-road location;
  - c. Your Vehicle cannot be transported safely, legally, and without hindrance, using a standard car transporter and equipment;
  - d. Your Vehicle has been modified for or is taking part in racing, trials, rallying or the like;
  - e. 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.
8. Your Vehicle must be kept in good mechanical order and roadworthy condition, and be regularly serviced.
9. 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.

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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

10. Any fault in Your Vehicle must be rectified immediately, and We will only provide assistance once for the same fault in any 28-day period, unless You can show that You had work carried out to fix the fault.
11. Your Vehicle must be not more than 10 years old at the time cover was applied.
12. We will not arrange for or incur any additional cost to transport pets or other animals carried in Your Vehicle.
13. If You ask for and then cancel a request for assistance, We will not provide any further assistance for that incident.
14. You must be more than 2 kilometres away from Your home and Your place of business for roadside assistance benefits to apply.
15. Under European Law, the parties to a proposed contract of insurance are free to choose the law applicable to the contract. We propose that the Laws of the Republic of Ireland will apply to this contract.
16. 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.
17. The EEA state for the purpose of this policy is the Republic of Ireland.

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

#### **We will NOT pay for:**

1. any assistance to repair or tow an Excluded Vehicle;
2. any liability or resulting loss arising from anything done or not done in providing assistance under this Section;
3. expenses that You can get back from any other source;
4. any claim arising where Your Vehicle is carrying more Passengers or is carrying or towing more weight than it was designed to;
5. any claim arising directly from the unreasonable driving of Your Vehicle on unsuitable ground;
6. assistance at any accident or breakdown caused by a deliberate act committed by You that could have been avoided;
7. the cost of repairing Your Vehicle, other than outlined in the benefits above;
8. the cost of any parts, keys, lubricants, fluids, or fuel;
9. any claim caused by lubricants, fluids, fuel or other flammable materials, explosives, or toxins transported in Your Vehicle;
10. 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;
11. providing assistance as a result of Your Vehicle running out of fuel, or the use of incorrect fuel;
12. 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;
13. loss of or damage to the contents of Your Vehicle;
14. assistance to tow a vehicle carrying commercial goods or loads;
15. assistance if Your Vehicle has a puncture but You do not have a serviceable spare wheel in Your Vehicle; or
16. providing the fourth or subsequent assistance in any Period of Cover.

## **Data Protection**

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 terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to help in processing any applications You may make;
- to identify and market products and services that may be of interest to You, (subject to Your prior consent);
- 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

We may share Your details with other companies within Our group to support the administration of Your policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which You supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep Your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: [DPO.IRELAND@mapfre.com](mailto:DPO.IRELAND@mapfre.com)

If You require more information in relation to how we process data and Your rights please contact us at the address above.

**Cancellation**

You may cancel the cover provided by this section and to receive a full refund of premium under this section by giving written notice of cancellation within 14 days from the Start Date to Your broker. Unless You exercise this right to cancel within this period, no refund will be made.

**Insurance Act 1936**

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

**Finance Act 1990**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

Signed on behalf of the Company

A handwritten signature in black ink, appearing to read 'Craig Senior', written in a cursive style.

Craig Senior  
General Manager

By Authority of the Board

## Section 9: Endorsements

### I. **Excluding all damage while in Use as a Tool of Trade**

We will not cover liability resulting in death or injury to any person, third party property damage or damage to the vehicle as a result from You using the Vehicle or machinery attached to it, as a Tool of Trade.



A large, stylized graphic of a tree or bush with many leaves, rendered in a lighter shade of green than the background, occupying the right side of the page.

**Issue CA 2022 06**

**Ornella Underwriting Ltd.**

The Bushels, Commarket, Wexford.

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**e** [info@ornellaunderwriting.ie](mailto:info@ornellaunderwriting.ie) **w** [www.ornellaunderwriting.ie](http://www.ornellaunderwriting.ie)

OJ/CA (06/22)