

Arranged by



KennCo Commercial Vehicle Policy



service, stability, security



KennCo Commercial Vehicle Policy

Policy Arranged By:

KennCo Underwriting Ltd (“KennCo”). KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5- 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland. ref c49930.

Policy Insured By:

AXA Insurance dac Registered in Ireland number 136155. Registered Office Wolfe Tone House, Wolfe Tone Street, Dublin 1. AXA Insurance dac is a private company limited by shares. AXA Insurance dac is regulated by the Central Bank of Ireland.

Please note that Your Contract with Us and from which Your Policy has been prepared is based upon the information on the Proposal Form/Statement of Fact. Your contract is made up of the Proposal Form/Statement of Fact, this booklet, the Schedule and the Certificate of Motor Insurance and Insurance Disc.

You should carefully read these documents and contact Your Broker if any of the information is incorrect or if You have any queries. It is advisable to keep all insurance documents in a safe place for future reference.

here to help

Please look out for the ‘Here to help’ mark. It will help you find your way round our policy document and let you know about information.



Here to help

Useful Phone Numbers



Claims

If you need to claim, please call

(01) 4994600

(01 985401 for out of hours assistance)

Motor rescue

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(01) 4998316

Glass damage

Your policy schedule will show if you have chosen this cover.

Allglass Windscreens

OR

Mr. Windscreen

1890 80 90 01

1800 5 12345

Please note you are not obliged to use these companies.

need to find something quickly?

If the question is...	then look at page
How do I complain?	6
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Here to help

and if your question is one of these...

I want to change my vehicle, how do I do this?

I'd like to change my cover, who do I contact?

What do I do if I want to add or delete drivers?

I've moved house, do I need to let you know?

I'm changing jobs, is my insurance cover affected?

I've had penalty points added to my licence, does this affect my premium?

Please contact your Broker
who will give you the answer.

contents of your policy

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caring for you

There may be times when you feel you do not receive the service you expect from us.

This is our complaints process to help you.

- For a complaint about your policy, contact your Broker.
- For a complaint about your claim, contact our claims action line on 1890 24 7 365.

If we cannot sort out your complaint, you can contact KennCo Customer Care Department on 01-4994600 or:

- email: complaints@kennco.ie ; or
- write to KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16

If you are unhappy with the way we have dealt with your complaint, you may be able to refer to:

- Financial Services and Pensions Ombudsman,
Lincoln House,
Lincoln Place,
Dublin D02 VH29.
Tel - +353 1 567 7000.
Email - info@FSPO.ie
Website - www.fspo.ie

Our promise to you

- We will reply to your complaint within 5 working days.
- We will investigate your complaint.
- We will keep you informed of progress.
- We will do everything possible to sort out your complaint.
- We will use feedback from you to improve our service.



Here to help

Where we explain what a word means, that word will have the same meaning wherever it is used in the policy or schedule.

definitions

Certificate of insurance – Evidence of your motor insurance that we issue. It shows who is covered to drive your vehicle and the purposes for which it can be used.

Endorsement – An alteration to the terms of the policy. We can include endorsements in this document or we may issue them separately.

Europe – Any member state of the European Union and any other country which has agreed to follow European Union directives and is approved by the Commission of the European Union.

Excess – The first part of any claim which you have to pay.

Ireland – The Republic of Ireland

Market value – The amount you would have got for your vehicle if you offered it for sale.

Period of insurance – the period for which we have accepted your premium.

Personal belongings – Clothes and personal items you own or are looking after.

Policy – The contract of insurance between you and us.

Schedule – A document which gives your details and the cover provided by your policy. The schedule forms part of this policy.

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

We, our, us – AXA Insurance dac (excluding section 12).

You, Your – The policyholder named in the schedule including parties jointly described.

Your vehicle – Any motor vehicle whose registration number appears on a valid certificate of insurance under this policy.

section 1:

loss and damage to your vehicle

Your schedule will show if you have this cover. This part only applies if you have comprehensive cover, or third party fire and theft cover and the damage is caused by fire or theft.

What is covered?

We will pay for:

- loss of or damage to your vehicle, and its accessories while in your vehicle, up to the market value of your vehicle;
- the cost of protecting and removing your vehicle to the nearest competent repairer; and
- if your vehicle is repaired, the reasonable cost of delivering your vehicle back to your address in Ireland.

This will involve:

- repairing your vehicle; or
- replacing what is lost or damaged, if the cost of repairing it would be more than it costs to replace; or
- paying the cost of the loss or damage to you or the legal owner if we are told that your vehicle belongs to someone else.

We will choose which option is appropriate.

If your vehicle is stolen and is not found or, after being found is not worth repairing, we will pay you the market value of your vehicle, including accessories and spare parts at the time they are lost, stolen or damaged.

Section 1: Loss and damage to your vehicle continued

Salvage

If we settle your claim by replacing your vehicle or by paying the market value of your vehicle before it was damaged and you keep the damaged vehicle, we will reduce the amount we will pay by the value of your damaged vehicle.

Replacing your vehicle with a new one

Please check your schedule as you may not have this cover.

We will replace your vehicle with a new one of the same make, model and specification if the vehicle is:

- stolen and not recovered within 28 days; or
- damaged so that repairs will cost more than 60% of the manufacturer's retail list (including taxes and the cost of accessories) at the time of the loss or damage.

We will only do this if:

- the loss or damage happens before your vehicle is one year old;
- you have owned the vehicle or hired it under a hire-purchase agreement since it was first registered as new; and
- you, and anyone else we know who has an interest in your vehicle, agree.

If a replacement vehicle of the same make, model and specification is not available, the most we will pay is:

- the market value of your vehicle and its fitted accessories and spare parts at the time of the loss or damage, or
- the manufacturer's retail price of your vehicle when you bought it less 10%; whichever is higher.

What is not covered under this section of the policy.

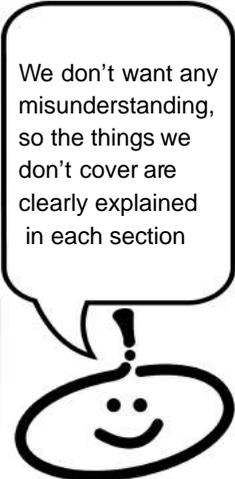
Excess

You will not have to pay an excess if the loss or damage is caused by fire, theft or attempted theft.

You will have to pay the excess shown on your policy schedule for any other type of claim covered under this section. The excess amount applying to your policy will be shown in your schedule.

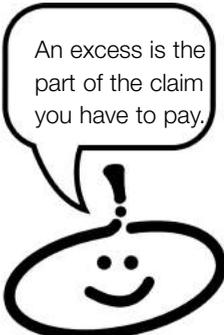
You are also not covered for the following

- Loss of use or any other resulting loss.
- Reduction in your vehicle's value because it has been repaired.
- Wear and tear.
- Mechanical or electrical failure, breakdowns or breakages.
- The cost of hiring another vehicle.
- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Damage to tyres from braking, punctures, cuts or bursts unless these are caused in an accident.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage to your vehicle's navigation system or other computer or electronically controlled equipment caused by it failing to recognise any date as the true calendar date.



We don't want any misunderstanding, so the things we don't cover are clearly explained in each section

Here to help



An excess is the part of the claim you have to pay.

Here to help

continued over the page →

Section 1: Loss and damage to your vehicle continued

You are also not covered for the following (cont'd)

- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.
- Loss or damage to any permanently fitted radio exceeding €1,270 or 10% of the market value of your vehicle, whichever is the less. Any payment will be limited to the market value of the radio at the loss.
- The VAT (value added tax) on any repair or replacement if you are registered for VAT.
- Loss where any person obtains or attempts to obtain property by using a form of payment that proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
- Loss or damage to your vehicle where possession is obtained by fraud, trick or false pretenses.
- Loss resulting from repossession of the vehicle or restitution to its rightful owner.
- Loss of or damage resulting:
 - (a) from overturning arising out of the operation as a tool of such vehicle or of plant forming part of such vehicle or attached to it, except for loss or damage arising directly from fire, self-ignition or explosion or by theft or attempted theft.
 - (b) while the body of such vehicle is in or being raised or tilted to or returning from a tipping position, unless such damage is due to collision with any vehicle.
- Loss or damage arising from theft or attempted theft while the ignition keys are left in or on your vehicle.
- Loss or damage to anything in or on your vehicle other than its accessories or spare parts.

section 2: glass breakage

Your schedule will show if you have this cover. A claim under this section will not affect your no claims discount.

We will pay for broken or damaged windscreens or windows of your vehicle and the bodywork being scratched as a result of the glass breaking, up to the limit shown on your schedule.

What is not covered under this section of the policy

- The cost of any repair or replacement which improves your vehicle beyond the condition it was in before the loss or damage took place.
- Loss, destruction or damage caused directly by pressure waves from aircraft and other flying objects travelling at or above the speed of sound.
- Loss or damage from using your vehicle in a rally, competition or trial.
- The cost of importing parts or accessories for your vehicle from outside the European Union.
- The extra cost of parts or accessories above the price of similar parts and accessories received from the manufacturer's European representatives.



section 3:

towing and trailer cover

Unspecified third party trailer cover.

Your schedule will show if you have this cover.

Section 4 of this policy applies when your vehicle is towing a caravan or trailer if this is allowed by law.

Provided such trailer is

- a) attached to your vehicle
- b) detached from your vehicle and provided that:
 - (i) Such trailer at all times remains in your care, custody or control
 - (ii) Such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

This section also applies to the towing of a broken-down vehicle.

We will not pay claims:

- if you are being paid to tow the caravan or vehicle; or
- for loss of or damage to the towed vehicle or to property being carried in the towed vehicle, or for injury to any person being carried in the towed vehicle.
- for death injury or damage because of operating any mobile plant or trailer as a tool of trade except where it is necessary to meet the requirements of Road Traffic Legislation.

Specified trailer cover:

Specified third party trailer cover

Your schedule will show if you have this cover.

Section 4 of this policy, Liability to others, covers:
any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
 - (i) such trailer at all times remains in your care, custody or control
 - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

Specified loss or damage to your trailer.

Your schedule will show if you have this cover.

Section 1 of this policy, Loss or damage to your vehicle, covers:
any trailer, details of which have been advised to the Company and for which the appropriate additional premium has been paid

Section 4 of this policy, Liability to others, will also cover such trailer as defined above

- (a) Whilst such trailer is attached to your vehicle
- (b) Whilst such trailer is detached from your vehicle provided that:
 - (i) such trailer at all times remains in your care, custody or control
 - (ii) such trailer is not attached to a vehicle for which indemnity is not provided by this insurance.

section 4:

liability to others

1 Cover for you

We will pay all amounts you legally have to pay as a result of negligently using your vehicle and any trailer or caravan being towed by it, if you cause the

- accidental death of, or bodily injury to, any person,
- damage to property up to the amount shown in your schedule,
- costs and expenses as mentioned in this section.

2a Cover provided for other people

If you ask us to, we will give the following people the same 'liability to others' cover under this section we give you under 1.

- Anyone you allow to drive your vehicle who is covered to drive it under the certificate of insurance.
- Any person using (but not driving) your vehicle with your permission for social, domestic and pleasure purposes.
- Any person travelling in or getting into or out of your vehicle.
- Your employer or business partner, as long as your vehicle is not owned by or hired to either your employer or business partner and your vehicle is being used for a purpose that is allowed under your certificate of insurance and your employer is not covered under another policy.

2b Your legally-appointed representatives

After the death of anyone insured under this policy, we will protect that person's estate against any loss they would have had if we insured that liability under this policy.

3 Legal fees and expenses

If we give you our written permission, we will pay for solicitor's fees to represent anyone insured under this policy at any coroner's inquest, fatal inquiry or to defend anyone insured under this policy in a district court for any accident which might give rise to a claim under this section of this policy.

Proceedings for manslaughter or causing death by reckless driving

We will pay fees for legal services to defend anyone insured under this policy if legal proceedings are taken against that person for manslaughter or causing death by reckless driving. The following conditions will apply to this cover.

- You must ask us to provide the cover.
- The death or deaths giving rise to the proceedings must have been caused by an accident covered by this policy.
- The accident which caused the death or deaths must have happened in Ireland or the UK.
- The most we will pay is €1,270.

4 Indemnity to Hirer

The Company will indemnify any hirer, but only in respect of negligence attaching to you or any employee of yours in respect of the vehicle mentioned on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though they were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

5 Indemnity to Principal

The Company will indemnify any Principal, but only in respect of negligence attaching to you or any employee of yours or any person whose driving is covered on the effective certificate of insurance. Provided that:

1. such person is not entitled to payment under any other policy
2. such person shall, as though they were the insured, observe, fulfil and be subject to, the terms, exceptions and conditions of this policy insofar as they can apply.

6 Application of Limits of Indemnity

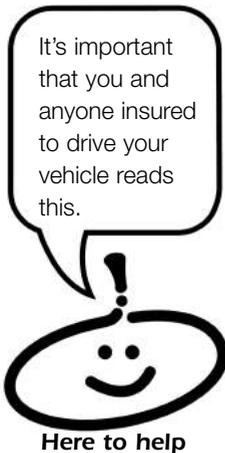
If more than one person is insured by this policy any limit on the amount the Company will pay applies to the aggregate amount to be paid and you will have priority over any other person insured.

continued over the page →

7 Emergency Treatment

The Company will pay the cost of emergency treatment of injuries caused by or arising out of the use of the vehicle where statutory liability for such treatment arises.

A payment made under Paragraph 7, Emergency Treatment will not affect your no claims discount.



What is not covered under this section of the policy.

- Anyone driving your vehicle who is disqualified from driving or has never held a driving licence, or is prevented by law from holding a licence.
- Anyone who is insured under another policy.
- Liability for loss of or damage to property which belongs to, or is with, any person who is insured under this policy and who is driving your vehicle.
- Damage to any vehicle being driven or used by a person claiming cover under this part of the policy.
- Anyone insured by this policy who does not keep to its conditions.
- Anyone employed in the motor trade driving your vehicle because it is being overhauled, repaired or serviced.
- Death or bodily injury to anyone driving or in charge of your vehicle.
- Death or bodily injury to any person employed by a person insured sustained while in the course of that employment, except insofar as is necessary to meet the requirements of Road Traffic Legislation.

- Death, bodily injury or illness to any person caused by or arising out of;
 - (a) poisoning of any kind or foreign or deleterious matter in food or drink.
 - (b) anything harmful in the condition of the goods supplied at or from your vehicle or the defective condition of the container of such goods.
 - (c) anything harmful or defective in any treatment given at or from your vehicle.
 - (d) professional technical trade advice given at or from your vehicle.
- Death, bodily injury or damage to property caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of a load to such vehicle for loading on it or the taking away of a load from such vehicle after unloading from it by any person.

section 5: foreign use



Here to help

Temporary Use in Europe

The minimum indemnity required to comply with the laws relating to the Compulsory Insurance of Motor Vehicles applies while the vehicle is used in Europe (or in transit by sea between any ports therein).

section 6: our right of recovery

If by law we have to make a payment that would not be covered under this policy, you will have to refund the amount to us.

section 7:

injury to driver

*This is separate and optional cover you can buy for an extra charge.
Your schedule will show if you have chosen this cover.*

What we will pay

1. Injury benefits for you

We will pay you or your legal representatives the compensation shown below if you are killed or injured as a result of an accident while travelling in or getting into or out of:

- any motor vehicle (but not motorcycles, tractors, combines and farm implements) where you are a passenger or driver; or
- any boat or railway train where you are a fare-paying passenger, or the result of an accident with a railway train or road vehicle if you are a pedestrian.

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) happening within one year as a direct result of the accident.	€10,000
B Temporary total disability where you are entirely unable to carry on any business or occupation as a result of the accident.	€280 a month
C Hospital benefit, if you are in hospital for more than six days as a result of a road-traffic accident.	€130 a week
D Death benefit where death is as a result of the accident.	€30,000

- We will only pay benefit under one of the benefits A or D.
- We will only pay the temporary total disability benefit for the period you are having medical treatment for your injury.

Section 7: Injury to driver

- We will not pay more than 36 months benefit for temporary total disability or hospital benefit for over 20 weeks for any one accident. While in hospital you will only receive benefit C (in other words, you cannot also claim under benefit B).
- Benefit C provides cover for the costs of your accommodation only during your time in hospital as a result of a road-traffic accident and does not include medical expenses incurred while hospitalised.
- You will have to be totally disabled for a period of at least 1 month to claim benefit under Benefit B
- We will only pay for temporary total disablement if you are in paid employment and unable to carry on any business or occupation for the entire preceding month
- If you become able to carry on any business or occupation, you cannot make any further claim for temporary total disablement arising out of the same injury

2. Injury benefits for named drivers

We will pay the legal representatives the benefits shown below if any named driver covered under this policy is killed or injured:

- driving your vehicle; or
- when getting in to or out of your vehicle.

We will pay their legal representatives the compensation shown below.

Benefit	
A Total and permanent loss of sight in one or both eyes or loss of one or more limbs (or both) which happens within one year as a direct result of the accident.	€10,000
B Death benefit where death is as a result of the accident.	€30,000

We will only pay benefit under one of the benefits A or B.

We will only pay under either injury benefits 1 or 2 if:

- we are told about the claim within 28 days of the death or injury happening
- the injured person immediately gets medical advice from a qualified medical expert and begins treatment; and
- our medical advisers are allowed to examine the injured driver as often as is thought necessary.

What is not covered

- Death that is not a direct result of an accident.
- Death or bodily injury resulting directly or indirectly from suicide or attempted suicide or deliberate injury or you or the driver being seriously mentally ill.
- a criminal act.
- where you, or the driver, were under the influence of alcohol or drugs at the time of injury or injury causing death.
- taking part in racing or speed testing.
- psychiatric illness or mental disorders including stress or stress related illness.

This section will not apply and payments will stop if you go to live outside Ireland or the UK.

section 8:

no-claims discount

If you do not claim during the current period of insurance, we will give you a discount from your premium according to the table shown below. We will not discount any premiums for any optional extra cover. We will give you this discount for each claim-free year up to the maximum entitlement.

Number of years claim-free driving	Percentage discount allowed
0	0%
1	20%
2	30%
3	40%
4 or more	50%

Step back protection.

Your schedule will show if this option applies.

If you have to make a claim, we will reduce the discount that last applied to your premium at the next renewal according to the following table.

Percentage discount allowed at the start of the policy or when it was last renewed	Percentage allowed at next renewal for one claim happening in the previous insurance year	
	Claim was for damage to your vehicle only	Claim involved injury to another person or damage to their property
0%	0%	0%
20%	0%	0%
30%	0%	0%
40%	0%	0%
50%	30%	20%

We will reduce your no-claims discount to nothing if you make a claim and you or any other person covered to drive your vehicle is convicted of dangerous driving or charged with drink-driving or a drug offence in connection with the same incident

If you have step back protection cover and you make two or more claims in the previous insurance year, we will reduce your no-claim discount to nothing.

If we make payments that we have not claimed back from another person, the claim will count against your no-claims discount even if you were not at fault. We may decide not to claim back from another person, or may claim without success.

For no-claims discount purposes a period of insurance is one year between the beginning of the policy and the date you renew it, or between renewal dates. You cannot transfer your no-claims discount to anyone else.

Your no-claims discount will not be affected by:

- payments under section 1 for fire and theft claims unless shown on your policy schedule;
- payments made under section 2 Glass breakage;
- payments for emergency treatment the law says we must pay; and
- payments (together with associated costs and expenses) which we later get back in full.

We will ask you to renew this policy before the renewal date.

If you make a claim just before you next renew your policy, this may not be reflected in our offer for you to renew cover. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account. We may change these scales at any renewal date.

A reported incident may not give rise to a claim. However, we reserve the right to decide at what stage the incident may be considered one which will not give rise to a claim. At this stage your No Claims Discount will be reinstated.



section 9: protected no claim discount



Here to help

Your schedule will show if you have chosen this cover.

You can pay an extra premium to protect your no-claims discount. This cover allows you to make one claim without reducing your no-claim discount.

We will treat a second claim as one claim and we will reduce your no-claim discount in line with the scale shown earlier. Once you make a claim, we will remove the protection for later claims and you will not qualify for protection for at least three years. If you make a second claim, that claim will affect your no-claims discount.

Although you can protect your no-claim discount, your premium may increase if:

- you make unreasonably large or excessive claims;
- you receive motoring convictions; or
- we decide it is necessary for any other reason.

section 10:

extra benefits

This is separate and optional cover you can buy for an extra charge. Your schedule will show if you have this cover.

A claim under this section will not affect your no-claims discount.

Benefits

Part A - Replacement vehicle

If your vehicle is out of use due to loss or damage by accident, fire or theft, we may:

- ⇒ provide you with a replacement vehicle; or
- ⇒ pay towards you hiring a vehicle (up to €40 a day including VAT). Our assessor will decide the length of this benefit but it will last no more than 7 days.

What is not covered

We will not pay this benefit if repairs to your vehicle are delayed while a part is being imported from outside the European Union.

Part B - Personal belongings

We will pay up to €250 for personal belongings carried in your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.

You are not covered for:

- ⇒ money, stamps, tickets, documents, securities (financial certificates such as shares and bonds), furs or jewellery;
- ⇒ tools, equipment, goods or samples carried in connection with any trade or business or property insured by another insurance policy; or
- ⇒ theft of personal belongings if carried in an open-bodied vehicle, unless they are kept in the locked cab.



Section 10: Extra benefits

Part C - Replacement locks

We will pay you up to €750 towards replacing locks and alarms for your vehicle, if the keys for it are stolen from:

- your home if force and violence have been used to get into or out of your home;
- any hotel or guest house at which you plan to spend the night following theft involving force and violence to get into or out of your room or
- any other private home at which you plan to spend the night following theft involving force and violence to get into or out of that home.

We will not pay:

- if your keys are stolen by deception or fraud, or taken by a member of your family who normally lives with you;
- any loss where the keys are recovered before the locks and alarms, are replaced; or
- for any loss, if you do not report the theft of keys immediately to the gardaí or proper police authority, and (in the case of a hotel or guesthouse) to the owners. You will need to provide proof you have given this notice.

Part D - Fire-brigade charges

We will pay charges from a local authority (in line with the Fire Services Act 1981) for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from your vehicle using cutting equipment.

The most we will pay for any one claim is €1,270 on top of any amount we will pay you under sections 1 or 4 of the policy.

section 11:

breakdown assistance & legal expenses

The cover and conditions in this section of the Policy are managed and provided by Arc Legal Assistance Limited, and underwritten by AmTrust Europe Limited. To make sure You get the most from Your cover, please take the time to read the Policy.

It explains the contract between You and Us. If You have any questions or would like more information, please contact Kennco Underwriting Ltd.

This is Your Motor Breakdown Policy – it includes everything You need to know about this section of the Policy.

Cover:

- 24 Hour roadside assistance
- Recovery Service
- Get-you-to-your-destination service
- Message relay
- Home Start

How we can help

We are here to help 24 hours a day, 365 days a year.

In the event of a breakdown, call 01499 8316 and select the option for motor breakdown assistance. You will be asked to provide the following information:

- Policyholders' name
- Policy number and/or registration number of the vehicle.
- Make, model and colour of the vehicle.
- Nature of the breakdown and location of the vehicle.
- A telephone number where You can be contacted.

A Motor Assistance operator will arrange for an approved agent to come to Your assistance as soon as possible. It is important that You contact Our Motor Assistance centre as soon as possible after a breakdown. We will not cover any call-out charges and labour costs unless We have given Our agreement.

If Your vehicle cannot be repaired within an hour at the scene of the breakdown, We can arrange for the vehicle and the insured person(s) to be taken to a competent repairer or provided it is nearer, Your home address. If the vehicle cannot be repaired the same day as the breakdown, We will pay for one of the following:

- transporting You to a destination within the territorial limit; or
- the hire of a vehicle for 48 hours so You can continue Your journey; or
- reimburse the cost of overnight accommodation.

At all times We will decide the best way to provide assistance.

All telephone calls to Us are monitored and recorded as part of Our training and quality assurance programmes.

When we cannot help

Our approved agents cannot work on Your vehicle if it is unattended. Please do not arrange assistance before We have agreed. If You do, We will not pay the costs involved.

Problems

We will always try to give You a quality service. If You think We have let You down, please write to

Arc Legal Assistance Ltd, P O Box 8921, Colchester, Essex, United Kingdom, CO4 5YD.

Or You can phone Us on +44 (0)1206 6150001 or email Us at customerservice@arclegal.co.uk

Details of Our internal complaint-handling procedures are available on request.

If You are still not happy You can contact the Financial Services Ombudsman's Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. (If You use this service it does not affect Your right to take legal action)

Our head and registered office is:

Arc Legal Assistance Limited, Registered Office: The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

The meaning of the words in this section of the policy

1. We, Us, Our

Arc Legal Assistance Ltd

2. You, Your

The person who has taken out this Policy.

3. Insured person(s)

You, or any passenger or driver who is in the vehicle with Your permission at the time of the breakdown.

4. Vehicle

Private cars or private cars modified for commercial use, not exceeding 3,500kg that have been declared to Us.

5. Competent repairer

The nearest garage to the scene of the breakdown that can carry out repairs to the vehicle.

6. Territorial limit

The Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the

7. Channel Islands.

8. Breakdown

- a. Mechanical or electrical failure; or
- b. Accidental damage, or damage caused by vandalism, fire or attempted theft or puncture; which stops Your vehicle moving.

9. Period of cover

The period for which We have agreed to cover You.

Cover

You are covered for the assistance services in this Policy for a maximum of six breakdowns during the period of cover if You have paid Your premium. We agree to provide the assistance services in this Policy keeping to the terms, conditions and exclusions as long as the breakdown happens during the period of cover and within the territorial limit.

After We have dealt with Your sixth breakdown, Your Policy becomes void. In such circumstances or if the service You require is not provided for under the terms of this Policy, We will try if You wish to arrange it at Your expense. The terms of any such assistance are a matter for You and Your supplier.

Assistance services under this policy

1. Emergency roadside assistance and home breakdown

We will pay the call-out charge and provide up to one hour's labour for one of Our approved agents to attend the scene of the breakdown, and where possible, carry out emergency repairs provided the vehicle can be repaired at the scene of the breakdown.

2. Vehicle Recovery

If Your vehicle cannot be repaired within one hour at the scene of the breakdown, We will pay the cost of transporting Your vehicle and insured person(s) to a single destination, being either:

- a. a competent repairer; or
- b. if the insured person wishes their home address, provided it is nearer.

3. Getting You to Your destination

If Your vehicle cannot be repaired on the same day as the breakdown, and has broken down away from Your home, We will either:

- a. pay the cost of transporting the insured person(s) to a destination within the territorial limit, provided that the insured person(s) are transported to the same destination; or
- b. arrange and pay the cost of hiring a category A vehicle for up to 48 hours while repairs are carried out, if Your vehicle is outside the Republic of Ireland or Northern Ireland We will pay the cost of transporting You and Your vehicle to Your onward destination within the territorial limit; or
- c. arrange transport for insured person(s) to travel to a hotel. You will have to pay the cost of this, and the hotel costs, but We will reimburse You. The most We will pay for transport to the hotel and the cost of the hotel accommodation is €150 for any one breakdown.

You must pay the hotel bill, but We will pay You back on receipt of the relevant bill(s) subject to the €150 limit for any one breakdown.

At all times We will decide the best way to provide assistance.

4. Emergency message service

When You claim for any of the services detailed in 1, 2 and 3 above We will forward two messages to members of Your family, friends or work colleagues if You would like this.

What is not covered under this section of the policy

1. The breakdown of Your vehicle:
 - within the first 48 hours of the period of cover commencing if cover is taken out separately from any other
 - agreement; or
 - if it has knowingly been driven in an unsafe or unroadworthy condition; or
 - which has resulted from lack of oil, fuel or water; or
 - which occurs while Your vehicle is being used for motor racing, trials or rallying or for hire or reward; or
 - brought about by an avoidable, wilful and deliberate act committed by the insured person.
2. The cost of:
 - spare or replacement parts, fluids or fuel or any other materials used in repairing Your vehicle; or
 - any other repairs except those at the scene of the breakdown; or
 - replacing a wheel of Your vehicle does not have a serviceable spare wheel; or
 - ferry crossings, parking charges, fines or toll charges.
3. Any claim caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in Your vehicle.
4. Any charges arising from and insured person's failure to comply with Our instructions or Our approved agents' instructions in respect of the assistance being provided.
5. Any claim arising where Your vehicle is carrying more passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications, or arising directly out of the unreasonable driving of the vehicle on unsuitable terrain.
6. Any costs incurred before You have notified Us of the breakdown.
7. Any vehicle, including vehicles that have been modified, which cannot be recovered by a standard recovery vehicle.
8. Any failure on Our part to perform any obligation as a result of acts of God, Government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national, or international.

9. Breakdowns caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from
 - burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear
 - part of it;
 - war, invasion, foreign enemy hostilities (weather war is declared or not), civil war, rebellion, revolution,
 - military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

Conditions which apply to this section of the policy

1. An insured person must keep to the terms and conditions of this Policy.
2. To be eligible for assistance, the insured person shall hold a current motor insurance Policy.
3. At all times during the period of cover, the vehicle must be maintained in a roadworthy condition and regularly serviced.
4. We can cancel this Policy at any time and We will always do so after We have dealt with Your sixth claim in the period of cover.
You can cancel this Policy at any time.
If the Policy is cancelled because We have covered Your six breakdowns in the period of cover, We will not refund any premium You have paid.
5. An insured person must be present with the vehicle when the approved agent arrives.
6. We are not responsible for the vehicle, once the approved agent has delivered it to the competent repairer.
7. We will make every effort to provide the service at all times, but We will not be responsible for any liability arising from breakdown of this service.
8. The transportation of any animal or livestock is undertaken solely at Our discretion and We accept no liability for the safety of welfare of any animal or livestock during its transportation.
9. We will not pay for any loss that is not directly covered by the terms and conditions of this Policy. For example, We will not pay for Your travel costs for collecting Your vehicle from a repairer, loss of income for taking time off work because of a breakdown, or loss from cancelled or missed appointments.
10. We will not pay any claim covered by any other Policy, or any claim that would have been covered by any other Policy if this Policy did not exist.

11. Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without Endorsements, a cash or credit card deposit. These criteria are not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pickup point.
12. This Policy will be governed by the laws of the Republic of Ireland.

Motor Legal Expenses

The cover and conditions in this section of the Policy are managed and provided by Arc Legal Assistance Limited, and underwritten by AmTrust Europe Limited. To make sure You get the most from Your cover, please take the time to read the Policy. It explains the contract between You and Us. If You have any questions or would like more information, please contact KenngoUnderwriting Ltd.

If You are involved in a motor accident, need legal advice or need help with motoring emergencies, We are here to help You 24 hours a day, 365 days a year. It will help if You keep the following points in mind:

After a motor accident

If You are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let Us have this information as soon as possible, either by giving it to Your insurance advisor or by sending it to Us at the address below.

If You are not sure what to do after an accident, call Our Legal Advice Service.

If Your vehicle cannot be driven

If Your vehicle cannot be driven after an accident, Our Drivers' Assistance Service can arrange for a garage to tow it to a place You choose. You will have to pay the towing costs, so remember that most motor insurers only give cover for towing to a nearby garage. However, if the accident was not Your fault, We can usually recover the towing costs as part of Your claim for uninsured losses.

How We can help

Once We have accepted Your claim, We aim to recover Your uninsured losses from the other person who caused the accident. Uninsured losses could include the cost of repairing or replacing Your vehicle, Your motor insurance Excess and compensation following injury or other out-of-pocket expenses.

We normally recover Your uninsured losses by appointing a solicitor to handle Your claim. In most cases, We will choose the appointed solicitor for You.

If You are prosecuted for a motoring offence, We will appoint a solicitor to represent You.

To make a claim:

To make a claim under your policy, please call 01 8658 855

If You need any other help from Us You can phone Us at any time by calling 01 8658 855 for legal advice on any personal legal problem or help with general motoring emergencies.

When We cannot help

We will not be able to help You if We think there is little chance of recovering Your uninsured losses. Please do not ask for help from a solicitor before We have agreed. If You do, We will not pay the costs involved.

Problems

We will always try to give You a quality service. If You think We have let You down, please write to

Arc Legal Assistance Ltd,
P O Box 8921,
Colchester, Essex,
United Kingdom,
CO4 5YD.

Or You can phone Us on +44 (0)1206 615000 or email Us at customerservice@arclegal.co.uk

Details of Our internal complaint-handling procedures are available on request.

If You are still not happy You can contact the Financial Services Ombudsman's Bureau at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. (If You use this service it does not affect Your right to take legal action.)

Our Head and Registered Office is:

Arc Legal Assistance Limited, Registered Office: The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

The meaning of the words in this section of the Policy relating to Accident Loss Recovery and Personal Injury.**We, Us, Our**

Arc Legal Assistance Ltd

You, Your

The Person who have taken out this Policy

Insured person(s)

You, and any passenger or driver who is in or on the Insured Vehicle with Your permission. Anyone claiming under this section of the Policy must have Your agreement to claim.

Insured Vehicle

The vehicle (below 7.5 tonnes total weight) specified in the motor insurance Policy issued with this Policy. It also includes any caravan or trailer attached to this vehicle.

Appointed Representative

The solicitor, or other suitable qualified person, who has been appointed to act for an insured person under condition 2 applying to Accident Loss Recovery & Personal Injury.

Legal Costs

All reasonable and necessary costs charged by the appointed representative on a party/party basis. Also the cost incurred by opponents in civil cases if an insured person has to pay them, or pays them with Our agreement.

Legal Action

The pursuit or defence and appeals against judgement in relation to a contractual dispute to do with the Insured Vehicle

The defence of criminal motoring prosecutions in relation to the Insured Vehicle

The defence of civil legal cases and criminal prosecutions in relation to Vehicle Cloning

Territorial limit

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

Period of Insurance

The period for which We have agreed to cover You and for which You have paid the premium.

Date of Occurrence

The date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the date of occurrence is the date of the first of these events.

Insured Incidents

We will negotiate for the following.

Accident Loss Recovery and Personal Injury

To recover an insured person's uninsured losses and costs after an event which:

Accident Loss Recovery and Personal Injury

To recover an insured person's uninsured losses and costs after an event which:

- a. causes damage to the Insured Vehicle or to personal property in it; or
- b. injures or kills an insured person while he or she is in or on the Insured Vehicle; or
- c. injures or kills You while You are driving another motor car or motor cycle; or
- d. injures or kills You or any member of Your family (who always live with You) as a passenger in a motor vehicle, a cyclist or a pedestrian.

What is covered by Accident Loss Recovery and Personal Injury.

1. If an appointed representative is appointed by Us to help an insured person under Accident Loss Recovery and Personal Injury, We will pay the legal costs.
2. For insured incidents involving the death of or injury to an insured person We will initially pay the application fee required by the Injuries Board (IB).
3. For Accident Loss Recovery and Personal Injury We will help in appealing or defending an appeal provided that the insured person tells Us that he or she wants Us to appeal within the time limits allowed. Before We pay any legal costs for appeals, We must agree that it is more likely than not that the appeal will succeed.
4. The most We will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €130,000.

What is not covered under Accident Loss Recovery and Personal Injury.

1. Any claim reported to Us more than 180 days after the date an insured person should have known about the insured incident.
2. Any legal costs that are incurred before We have agreed to pay them.
3. Any claim relating to a contract involving the Insured Vehicle.
4. If an insured person is charged with a parking offence.
5. The Insured Vehicle being used by anyone who does not have valid motor insurance.
6. Fines, damages or other penalties which an insured person is ordered to pay by a court or other authority.
7. Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from
 - burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear
 - part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution,
 - military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
8. Any disagreement with Us that is not in condition 7.
9. The cost of obtaining a medical report when registering a claim with the IB.

10. Any legal action an insured person takes which We or the appointed lawyer have not agreed to or where the insured person does anything that hinders Us or the appointed representative.
11. Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.

Motor prosecution defence

We will defend a Legal Action against You in respect of a motoring offence, arising from Your use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

What is not covered under Motor Prosecution Defence Claims

For Costs and expenses where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

For parking offences which cannot lead to penalty points on Your licence

Motor contract

We will pursue or defend a Legal Action relating to a dispute over a contract for the sale or purchase of goods

or services relating to the Insured Vehicle including the Insured Vehicle itself, provided Legal Costs do not exceed the amount claimed

What is not covered under Motor Contract

Claims where the contract was entered into before You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began

Vehicle cloning

We will defend a Legal Action arising from use of the Insured Vehicle's identity by another person or organisation without Your permission.

What is not covered under Vehicle Cloning Claims

Where the Insured Vehicle's Identity has been copied by somebody living with You

Where You did not act to take action to prevent further instances of vehicle cloning following an Insured Incident For any losses (other than Legal Costs) incurred by You as a result of Your Insured Vehicle's Identity being copied without Your permission.

Conditions that apply to Motor Legal Protection

1. An insured person must:
 - a. keep to the terms and conditions of this Policy;
 - b. take reasonable steps to keep any amount We have to pay as low as possible;
 - c. try to prevent anything happening that may cause a claim;
 - d. send everything We ask for in writing;
 - e. give Us full details of any claim as soon as possible and give Us any information We need.

2.
 - a. We can take over and conduct, in the name of the insured person, any claim or legal proceedings at any time.
 - b. An insured person is free to choose an appointed representative (by sending Us a suitably qualified person's name and address) if:
 - i. We agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - ii. there is a conflict of interest.
 - c. In circumstances except those in 2(b) above, We are free to choose an appointed representative.
 - d. An appointed representative will be appointed by Us to represent an insured person according to Our standard terms of appointment. The appointed representative must co-operate fully with Us at all times.
 - e. We will have direct contact with the appointed lawyer.
 - f. An insured person must co-operate fully with Us and with the appointed lawyer and must keep Us up-to-date with the progress of any claim.
 - g. An insured person must give the appointed lawyer any instructions that We require.

3.
 - a. An insured person must tell Us if anyone offers to settle a claim.
 - b. If an insured person does not accept a reasonable offer to settle a claim, We may refuse to pay further legal costs.
 - c. An insured person must not negotiate or agree to settle a claim without Our approval.
 - d. We may decide to pay an insured person the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

4. An insured person must;
 - a. tell the appointed representative to have legal costs taxed, assessed or audited, if We ask for this,
 - b. take every step to recover legal costs and IB application fee's that We have to pay and must pay Us any legal costs and IB application fee's that are recovered.
5. If an appointed representative refuses to continue acting for You with good reason or if You dismiss an appointed lawyer without good reason, the cover We provide will end at once, unless We agree to appoint another appointed lawyer.
6. If an insured person settles a claim or withdraws it without Our agreement, or does not give suitable instructions to an appointed representative, the cover We provide will end at once and We will be entitled to reclaim legal costs We have paid.
7. If We and an insured person disagree about the choice of appointed representative, or about the handling of a claim, We and the insured person can choose another suitably qualified person to decide the matter. We and the insured person must both agree to this person in writing. Failing this, We will ask the president of the Law Society of Ireland to choose a suitably qualified person. All costs of resolving the disagreement must be paid for by the party whose argument is rejected.
8. We can cancel this Policy at any time as long as We tell You at least 14 days beforehand. You can cancel this Policy at any time as long as You tell Us 14 days beforehand.
9. We will not pay any claim covered under any other Policy, or any claim that would have been covered by any other Policy if this Policy did not exist.
10. This Policy will be governed by the laws of the Republic of Ireland.

Helpline services

we provide these services 24 hours a day, 7 days a week during the Period of Insurance. To help Us check and

improve Our service standards, We record all calls except those to the counselling helpline.

When phoning please quote 'KennCo'. Please do not phone Us to report a general insurance claim.

Legal Advice Service

We will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland or the United Kingdom.

Health & Medical Information Service

We will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health.

Counselling

We will provide an insured person with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary or professional services.

We will not accept responsibility if the Helpline Services fail for reasons We cannot control. Please do not phone Us to report a general insurance claim.

general conditions

You must keep to the following conditions to have the full protection of your policy. If you do not keep to them, we may cancel the policy or refuse to deal with your claim or reduce the amount of any claim we pay.

1 Cancelling the policy

To cancel the policy, return your certificate of insurance and insurance disc with a written request to: Your broker.

When we receive your disc and certificate, if there has been no claim or incident likely to give rise to a claim during the current period of insurance, we will work out a refund on the following basis.

- If you have had continuous cover for more than 12 months, we will work out the percentage of premium for the period you have been insured and refund any balance.
- If you cancel within the first 14 days after receiving the policy documents within the first year of insurance, we will refund your full premium providing no claims have been made on your policy.
- If you cancel after the first 14 days after receiving the policy documents and within the first year of insurance, we will refund your premium based on the figures in the table below.

Period which your policy is in force	Percentage of premium returned
0 to 14 days	Full refund
1 month	80%
2 months	70%
3 months	60%
4 months	50%
5 months	45%
6 months	35%
7 months	25%
8 months	20%
9 months	10%
Over 9 months	Nil

We will not refund your premium for optional extras such as injury to driver.

We will not refund any premium under €15.

If a claim has been made or there has been any incident likely to give rise to a claim during the current period of insurance, we will not refund your premium.

We will not refund your premium if you are paying it under an instalment scheme (other than any overpayment).

We can cancel this policy immediately if you do not pay the premium or miss a payment under an instalment scheme.

We will not refund any instalment paid other than any overpayment made. You must send us the certificate and disc of insurance.

We, or our authorised agent, may cancel this policy by giving you 10 days' notice in writing, which we send by recorded delivery. We will send any notice to your last known address and we must tell the Department of Environment. You must then send us the disc and certificate of insurance.

2 Paying by instalments

If you are paying, or have agreed to pay, the premium for this policy by direct debit from a bank or building-society account, you must keep your payments up to date. If you do not pay by instalments, we will withdraw the option to pay by instalments or cancel the policy (or both).

3 Handling claims against you

We may take over and deal with the defence or settlement of any claim in the name of the insured driver.

4 Changes to your policy

You must tell us immediately about any:

- change of vehicle or any other vehicle you buy or take ownership of;
- convictions, prosecutions or any penalty points which apply to you or any other driver of your vehicle;



Here to help

General conditions continued

- change in any driver's health that may affect their ability to drive safely at all times, address or job;
- change or modification to the vehicle;
- change in use or in the main user; or
- change in any other important fact.

If you are in any doubt whether certain facts are important, please ask us.

The premium we quote you for any change to your policy will include an administration charge.

If a change to your policy, including the administration charge, results in an extra premium of less than €15, we will not charge you for it.

If a change to your policy, including the administration charge, results in us refunding any premium of less than €15, we will not refund it to you.

5 If you choose not to or cannot drive your vehicle

If your vehicle is laid up and out of use, you can suspend your cover by returning your certificate and disc of motor insurance to us.

We will suspend all cover when we receive the certificate and disc of insurance, except for loss of damage caused by fire and theft, or attempted theft, if we cover fire and theft under the policy.

You are entitled to a refund of 75% of the premium for the period we suspend the policy (80% if cover is third party only) as long as:

- your vehicle is not laid up as a result of a claim;
- the policy is suspended for more than 28 days;
- the policy is not issued or renewed for less than 12 months; and
- you do not make a claim during the period of suspension.
- the laying up does not result from loss or damage which may give rise to a claim under the policy.

You must pay all premiums due during a period of suspension by the due date including any instalment payments.

6 Claims procedure

If there is an accident, you must immediately do whatever you can to protect the vehicle and its accessories. You or your legal representative must give us full details by phoning the claims helpline (**01 4994600**) as soon as possible, after any event which could lead to a claim under this policy. There may be circumstances where we need other details in writing. You must also immediately send us any letters and documents you receive in connection with the event before you reply to them.

If you know of any future prosecution, coroner's inquest or fatal accident inquiry about any event, you must tell us immediately in writing.

You, and anyone insured by this policy, must not admit anything, or make any offer or promise about a claim, unless you have our written permission.

If your vehicle is stolen, you must tell us as soon as possible by phoning our claims helpline on **01 4994600**. You must also tell the gardaí.

7 Looking after your vehicle

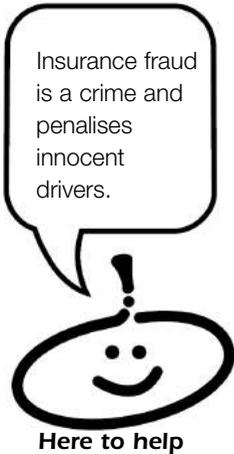
You must do all you can to prevent injury to other people and protect your vehicle and keep it in a roadworthy condition. If you do not do this, your right to claim under your policy may be affected. You must let us examine your vehicle at any reasonable time if we ask to do this.

8 Other insurance

If you make a claim for any liability, loss or damage that is also covered by any other insurance policy, we will only pay our share of the claim.

9 Getting our claims costs back

If, under the law of any country in which you are covered by this policy, we have to pay a claim which we would not normally have paid, we may get that payment back from you or from the person responsible.



If we think someone else is at fault for a claim that we pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that we make. Anyone making a claim under this policy must give us any help and information that we need.

10 Fraud

You must not act in a fraudulent way.

We will take the action shown below if you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to the policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf knowing the statement to be false in any way;
- sends us, or anyone acting on our behalf, a document knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

This action applies as well as our other rights

- We will not pay a claim.
- We will not pay any other claim which has been or will be made under the policy.
- We may declare the policy void (in other words, we can treat it as if it has never existed).
- We will be entitled to recover from you the amount of any claim we have already paid under the policy.
- We will not return your premium.
- We may let the appropriate law enforcement know about the circumstances.

11 Arbitration

Any disagreement that we have with you and that we cannot settle between us will be referred to the Financial Services Ombudsman's Bureau (see page 4 for contact details).

If the Financial Services Ombudsman's Bureau will not deal with the disagreement, you have to refer it to arbitration. If you wait more than a year to do this, you will be considered to have abandoned your claim and you cannot take it up again.

12 Payment

Any money paid under this policy will be paid in euro in Ireland.

We have paid or will pay stamp duty to the Revenue Commissioners in line with the conditions of section 19 of the Finance Act, 1950, as amended.

13 Keep to the policy conditions

We will only provide the insurance described in this policy if:

- the information you gave on your proposal form and declaration is correct and complete; and
- you or anyone claiming protection has kept to all its conditions.

general exceptions



- 1 This policy does not apply when your vehicle:
 - is being used for purposes that are not shown in your certificate of insurance;
 - is being driven by, or in the charge of any person who is not covered by your certificate of insurance;
 - is being driven by you and you have not got a licence, or if you have had a licence, are disqualified from driving or getting a licence;
 - is being driven with your permission by any person who you know has not got a driving licence or who you know to be disqualified from driving or getting a licence;
 - is towing a caravan, trailer, or other vehicle for a payment; or
 - is in or on any part of an aerodrome, airport or airfield provided for aircraft to take off and land and for moving or parking aircraft on the ground, service roads, ground equipment parking areas and those parts of passenger terminals coming within the customs examination area.

- 2 This policy does not cover anyone who does not meet the policy terms and conditions.

- 3 This policy does not cover any liability which you have as a result of an agreement or contract, unless you would have had that liability anyway.

- 4 This policy does not provide cover for any loss of or damage to property, or any consequential loss, or legal liability directly or indirectly caused by, contributed to, by, or arising from:
 - ionising radiation or contamination by radioactivity from irradiated nuclear fuel or nuclear waste or from burning nuclear fuel; and
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of it.

- 5 This policy does not cover liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with any of the following unless we have to provide cover under road traffic law:

- a War, riot, revolution or any similar event.
- b Any government, public or local authority legally taking or destroying your property.
- c Any act of terrorism.

We define an act of terrorism as an act which may include using or threatening force or violence by any person or group, whether acting alone or in connection with any organisation or government committed for political, religious, ideological or other purposes. This includes the intention to influence any government or to put the public or any section of the public in fear.

- 6 This policy does not provide cover for any accident, injury, loss or damage caused by earthquake.
- 7 This policy does not provide cover for any liability, loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with losing, altering or 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 (electronic or otherwise) a computer programme that contains any damaging code including computer viruses, worms, logic bombs, or trojan horses.
- 8 This policy does not provide cover for any accident, injury, loss, damage or liability whatsoever while your vehicle is operating as a tool of trade, and such vehicle or plant forming part of such or attached to its designed to operate as a tool of trade, (except so far as is necessary to meet the requirements of Road Traffic Legislation).
- 9 This policy document replaces any previous policy documents issued by KennCo.

- ➡ If you have questions, please contact your Broker
- ➡ For help with claims, ring us on
01 499 4600

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KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland.