



16 MAY 2022

**FLEET MOTOR SCHEDULE**

MacDonagh Boland Crotty MacRedmond Ltd t/aAon  
 MacDonagh Boland  
 Metropolitan Building  
 James Joyce Street  
 Mountjoy, Dublin 1  
 Co Dublin

**Policy No:** 01 FMV 3678408**Agent No:** 01 0188943**INSURED:  
ADDRESS:**

Kohler Uninterruptible Power  
 Unit C7  
 Riverview Business Park  
 Nangor Road  
 Dublin 12  
 D12 HW66

**BUSINESS TRADE  
OR PROFESSION:**

See Below

**DESCRIPTION OF  
VEHICLES:**

Any motor vehicle for which there is in force an effective certificate of motor insurance issued under the above policy number, excluding motorcycles and vehicles provided by employees.

**COVER:**

Private Cars - Comprehensive  
 Third Party Property Damage Limit: €30000000.00  
 Goods Carrying Vehicles - Comprehensive  
 Third Party Property Damage Limit: €6500000.00

**Cover(s) stated above are as defined in the Policy.****OPTIONAL  
EXTENSIONS:**

NONE

**LIMITATIONS  
AS TO USE &  
DESCRIPTION  
OF DRIVERS:**

As defined in your Certificate of Motor Insurance which should be read in conjunction with your Policy Document.

**PERIOD OF INSURANCE:**

**From:** 14/05/2022  
**To Noon:** 15/05/2022

**ADDITIONAL PREMIUM:**

€727.65

**This Schedule replaces any previous Schedule issued.**

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## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

#### **MF001 - SECTION 2 (Accidental Damage Fire and Theft) EXCESS**

A €250.00 Section 2 EXCESS applies.

#### **MF005 - SECTION 2 (Accidental Damage Fire and Theft) EXCESS (PROVISIONAL LICENCE 25-70)**

A €500.00 Section 2 EXCESS applies while any vehicle described in the schedule is, being driven by/for the purpose of being driven by/in the charge of, a person under the age of 25 or over the age of 70 or who holds a provisional licence.

#### **MF030 - EXCLUSION OF THIRD PARTY WORKING RISK**

Except so far as is necessary to meet the requirements of the Road Traffic Act, WE will be under no liability under Section 1 of this policy for liability incurred by YOU arising out of the operation as a tool of any vehicle or of plant forming part of or attached to the vehicle.

#### **MF048 - THEFT OF KEYS**

The maximum sum payable under Number 3 Theft of Keys in Section 2 of the Policy is amended to €1,250 for any one event for each vehicle

#### **MF049 - MEDICAL EXPENSES**

The maximum limit payable for each occupant under Number 2 Medical Expenses in Section 3 of the Policy is amended to €625

#### **F0003 - Personal Accident Cover**

In the event of any authorised driver authorised by you sustaining bodily injury by accident the Insurer will pay to you sustaining bodily injury by accident the Insurer will pay to you the benefits as set out below:

- a) Death €2,600
- b) Loss of limb €2,600
- c) Loss of sight €2,600.

Provided always that:

- i) Such death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining bodily injury
- ii) Such bodily injury occurs in direct connection with the vehicle
- iii) Our liability will not exceed the amounts stated above in respect of any one driver and any one event.

#### **F0002 - Policy Contract**

The policy contract wording applicable to this contract of insurance is the Zurich Commercial Motor Fleet Insurance Policy.

## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

#### F0001 - Business Description

Electrical Contractors -Including sales and maintenance of power supply systems.

#### **T1008 - CYBER RISK CLARIFICATION**

This Policy does not apply to loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (1) the loss of alteration of or damage to  
or
- (2) a reduction in the functionality availability or operation of

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.



MacDonagh Boland Crotty MacRedmond Ltd t/a Aon MacDonagh  
Boland  
Metropolitan Building  
James Joyce Street  
Mountjoy, Dublin 1  
Co Dublin

Date: 12th May 2022

Our Ref: SME

Policy Number: 01 FMV 3678408  
Insured: Kohler Uninterruptible Power

Dear Sir,

We enclose your renewal notice for the above policy which falls due for renewal on 15/05/2022. We trust you will let us have your renewal instructions in due course.

As per previous correspondence we have requested that you submit an up to date schedule of vehicles together with their revised values. Please note, if you have not submitted an updated schedule of vehicles your renewal papers are based on your last submitted schedule of vehicles.

If there is any alteration to the vehicle numbers please advise us as soon as possible to enable us to issue revised renewal terms.

We offer an Instalment Payment Plan which many of our customers find convenient. Please find enclosed an application form for completion which should be returned to us with the appropriate deposit. Zurich reserves the right to charge a €20.00 transactional fee to customers in the event of a default on your direct debit payments. This will be collected with your next payment on the policy.

Upon receipt of your instructions to renew the policy we will be in a position to issue the renewal certificates.

We trust you find the above in order and hope to hear from you as soon as possible.

Yours sincerely,

William McCarthy  
Head of Commercial Market Facing Underwriting.



## POLICY DETAILS

	Policy No.:	01 FMV 3678408	
Agent:	MacDonagh Boland Crotty MacRedmond Ltd t/aAon MacDonagh Boland	Insured:	Kohler Uninterruptible Power
Address:	Metropolitan Building James Joyce Street Mountjoy, Dublin 1 Co Dublin	Address:	Unit C7 Riverview Business Park Nangor Road Dublin 12 D12 HW66
Agent No:	01 0188943	Renewal Date:	15/05/2022
		Period:	12 Months
		No. of Vehicles:	011

## RENEWAL DETAILS

Risk	Class of Driver	No. of Vehicles	Class	Cover	Premium (Levy Incl.)
FMC	OG Open Driving	007	01	COMP	€10187.11
FMP	Fleet Full Open Driving	004	02	COMP	€5821.20

**TOTAL PREMIUM PAYABLE: €16008.31 Inclusive of Government Levy €762.30**

Zurich reserves the right to charge a €20.00 transactional fee to customers in the event of a default on your direct debit payments. This will be collected with your next payment on the policy.

**IMPORTANT NOTICES:**

The renewal premium quoted relates directly to the information contained on our records at present. If this information changes or we are advised of a claim after preparation of this Renewal Notice but prior to renewal date, the policy terms and/or premium may require amendment and this Renewal Notice should be returned.

**DUTY OF DISCLOSURE :**

Any facts known to you, and any changes affecting the risk since inception or last renewal date (whichever is the later) must be disclosed to us. Failure to disclose material facts could result in your policy being invalidated/cancelled, a claim not being paid or difficulty for you in obtaining insurance in the future.

Please note you need to have disclosed any medical conditions requiring notification to the relevant licencing authority, this also applies to named drivers.

**POSTAL ADDRESS: Zurich Insurance plc, PO Box 78, Wexford.**



Policy of Insurance and Certificate No : 01 FMV 3678408/A

1. **The Insured** : Kohler Uninterruptible Power  
of Unit C7, Riverview Business Park, Nangor Road, Dublin 12, D12 HW66.

2. **Period of Cover** : From : 15/05/2022 To : 15/05/2023

3. **Limitations as to use :-**

- Use for social domestic and pleasure purposes.
- Use for the Insured's business.
- Use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.
- While the vehicle is being so used the carriage of passengers other than for hire or reward is permitted.

**The Policy does not cover :-**

- Use for racing, rallying, reliability trials, pacemaking or speed testing.
- Use for hire or reward.
- Use while drawing a trailer except the towing of any one disabled mechanically propelled vehicle.

4. **Persons, or Classes of Persons, whose liability is covered :-**

The Insured.  
Any person driving whose driving is covered except a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the Insured.

5. **Vehicles, or Classes of Vehicles, the use of which is covered :-**

(1) Any goods carrying vehicle owned by, leased to, hired to or loaned to, the Insured, excluding vehicles provided by employees.

6. **Drivers, or Classes of Drivers, whose driving is covered :-**

Any person driving with the Insured's consent.

Provided that the person driving holds a licence to drive such vehicle or having held such licence is not disqualified from holding such a licence. I HEREBY CERTIFY that an approved Policy of Insurance has been issued by me to the person named above, that the particulars stated above are correct, and that, within such particulars and subject to the provisions of the Road Traffic Act 1961, the policy of insurance covers all liabilities which are required by the said Act to be the subject of an approved Policy of Insurance.



ZURICH INSURANCE plc  
Postal Address: Zurich Insurance plc, PO Box 78, Wexford.

Signature of Vehicle Insurer

Date of authentication : 12/05/2022

Signature of person authenticating  
on behalf of Vehicle Insurer.

**IMPORTANT NOTICE**

IT IS A LEGAL REQUIREMENT TO  
DISPLAY THE ATTACHED INSURANCE  
DISC ON THE WINDSCREEN OF  
YOUR VEHICLE.

THIS DISC MUST BE RETURNED  
TO THE COMPANY SHOULD YOU  
DISPOSE OF THE VEHICLE OR CANCEL  
YOUR INSURANCE POLICY

ROAD TRAFFIC ACT 1961  
INSURANCE DISC

PARTICULARS

Policy No :	01 FMV 3678408 /A
Commencement Date :	15/05/2022
Expiry Date :	15/05/2023
Kohler Uninterruptible Power	

VEHICLE INSURER:  
ZURICH INSURANCE PLC

05/23



Z6009619-7

Any termination of the insurance to which the Company may on request agree will operate only from the return of this Certificate.



**Policy of Insurance and Certificate No :** 01 FMV 3678408/A

30/31/X

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**PARTICULARS**

Policy No : 01 FMV 3678408 /A  
Commencement Date : 15/05/2022  
Expiry Date : 15/05/2023  
Kohler Uninterruptible Power

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Z6009618-8

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Z6009617-9

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Kohler Uninterruptible Power	

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**PARTICULARS**

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Kohler Uninterruptible Power

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**PARTICULARS**

Policy No :	01 FMV 3678408 /A
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Kohler Uninterruptible Power	

VEHICLE INSURER:  
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**05/23**



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Pl. No. 47825/004



Policy of Insurance and Certificate No : 01 FMV 3678408/A

30/31/X

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VEHICLE INSURER:  
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05/23



Z6009613-3

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Use for hire or reward, racing, rallying, reliability trials, pacemaking, speed testing or commercial travelling.  
Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

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THIS DISC MUST BE RETURNED  
TO THE COMPANY SHOULD YOU  
DISPOSE OF THE VEHICLE OR CANCEL  
YOUR INSURANCE POLICY

ROAD TRAFFIC ACT 1961  
INSURANCE DISC

**PARTICULARS**

Policy No : 01 FMV 3678408 /A  
Commencement Date : 15/05/2022  
Expiry Date : 15/05/2023  
Kohler Uninterruptible Power

VEHICLE INSURER:  
ZURICH INSURANCE PLC

05/23



Z6009612-4

Any termination of the Insurance to which the Company may on request agree will operate only from the return of this Certificate.



**Policy of Insurance and Certificate No :** 01 FMV 3678408/A

S /25/X

**1. The Insured :** Kohler Uninterruptible Power  
of Unit C7, Riverview Business Park, Nangor Road, Dublin 12, D12 HW66.

**2. Period of Cover :** From : 15/05/2022 To : 15/05/2023

**3. Limitations as to use :-**  
Use for social domestic and pleasure purposes.  
Use for the Insured's business.  
Use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

**The Policy does not cover :-**

Use for hire or reward, racing, rallying, reliability trials, pacemaking, speed testing or commercial travelling.  
Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

**4. Persons, or Classes of Persons, whose liability is covered :-**

The Insured.  
Any person driving whose driving is covered except a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the Insured.

**5. Vehicles, or Classes of Vehicles, the use of which is covered :-**

(1) Any Private Car owned by, leased to, hired to or loaned to, the Insured, excluding cars provided by employees.

**6. Drivers, or Classes of Drivers, whose driving is covered :-**

Any person driving with the Insured's consent.

Provided that the person driving holds a licence to drive such vehicle or having held such licence is not disqualified from holding such a licence. I HEREBY CERTIFY that an approved Policy of Insurance has been issued by me to the person named above, that the particulars stated above are correct, and that, within such particulars and subject to the provisions of the Road Traffic Act 1961, the policy of insurance covers all liabilities which are required by the said Act to be the subject of an approved Policy of Insurance.



**ZURICH INSURANCE plc**  
Postal Address: Zurich Insurance plc, PO Box 78, Wexford.

Signature of Vehicle Insurer

Date of authentication : 12/05/2022

Signature of person authenticating  
on behalf of Vehicle Insurer.

**IMPORTANT NOTICE**

**IT IS A LEGAL REQUIREMENT TO  
DISPLAY THE ATTACHED INSURANCE  
DISC ON THE WINDSCREEN OF  
YOUR VEHICLE.**

**THIS DISC MUST BE RETURNED  
TO THE COMPANY SHOULD YOU  
DISPOSE OF THE VEHICLE OR CANCEL  
YOUR INSURANCE POLICY**

**ROAD TRAFFIC ACT 1961  
INSURANCE DISC**

**PARTICULARS**

Policy No : 01 FMV 3678408 /A  
Commencement Date : 15/05/2022  
Expiry Date : 15/05/2023  
Kohler Uninterruptible Power

VEHICLE INSURER:  
ZURICH INSURANCE PLC

**05/23**



Z6009611-5

Any termination of the Insurance to which the Company may on request agree will operate only from the return of this Certificate.



**Policy of Insurance and Certificate No :** 01 FMV 3678408/A

**1. The Insured :** Kohler Uninterruptible Power  
of Unit C7, Riverview Business Park, Nangor Road, Dublin 12, D12 HW66.

**2. Period of Cover :** From : 15/05/2022 To : 15/05/2023

**3. Limitations as to use :-**  
Use for social domestic and pleasure purposes.  
Use for the Insured's business.  
Use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

**The Policy does not cover :-**  
Use for hire or reward, racing, rallying, reliability trials, pacemaking, speed testing or commercial travelling.  
Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

**4. Persons, or Classes of Persons, whose liability is covered :-**  
The Insured.  
Any person driving whose driving is covered except a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the Insured.

**5. Vehicles, or Classes of Vehicles, the use of which is covered :-**  
(1) Any Private Car owned by, leased to, hired to or loaned to, the Insured, excluding cars provided by employees.

**6. Drivers, or Classes of Drivers, whose driving is covered :-**  
Any person driving with the Insured's consent.

Provided that the person driving holds a licence to drive such vehicle or having held such licence is not disqualified from holding such a licence. I HEREBY CERTIFY that an approved Policy of Insurance has been issued by me to the person named above, that the particulars stated above are correct, and that, within such particulars and subject to the provisions of the Road Traffic Act 1961, the policy of insurance covers all liabilities which are required by the said Act to be the subject of an approved Policy of Insurance.



**ZURICH INSURANCE plc**  
Postal Address: Zurich Insurance plc, PO Box 78, Wexford.

Signature of Vehicle Insurer

Date of authentication : 12/05/2022

Signature of person authenticating  
on behalf of Vehicle Insurer.

**IMPORTANT NOTICE**

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DISC ON THE WINDSCREEN OF  
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DISPOSE OF THE VEHICLE OR CANCEL  
YOUR INSURANCE POLICY**

**ROAD TRAFFIC ACT 1961  
INSURANCE DISC**

**PARTICULARS**

Policy No : 01 FMV 3678408 /A  
Commencement Date : 15/05/2022  
Expiry Date : 15/05/2023  
Kohler Uninterruptible Power

VEHICLE INSURER:  
ZURICH INSURANCE PLC

**05/23**



Any termination of the Insurance to which the Company may on request agree will operate only from the return of this Certificate.



Policy of Insurance and Certificate No : 01 FMV 3678408/A

1. **The Insured** : Kohler Uninterruptible Power  
of Unit C7, Riverview Business Park, Nangor Road, Dublin 12, D12 HW66.

2. **Period of Cover** : From : 15/05/2022 To : 15/05/2023

3. **Limitations as to use** :-  
Use for social domestic and pleasure purposes.  
Use for the Insured's business.  
Use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

**The Policy does not cover** :-

Use for hire or reward, racing, rallying, reliability trials, pacemaking, speed testing or commercial travelling.  
Use for any purpose in connection with the Motor Trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for the Insured.

4. **Persons, or Classes of Persons, whose liability is covered** :-

The Insured.  
Any person driving whose driving is covered except a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the Insured.

5. **Vehicles, or Classes of Vehicles, the use of which is covered** :-

(1) Any Private Car owned by, leased to, hired to or loaned to, the Insured, excluding cars provided by employees.

6. **Drivers, or Classes of Drivers, whose driving is covered** :-

Any person driving with the Insured's consent.

Provided that the person driving holds a licence to drive such vehicle or having held such licence is not disqualified from holding such a licence. I HEREBY CERTIFY that an approved Policy of Insurance has been issued by me to the person named above, that the particulars stated above are correct, and that, within such particulars and subject to the provisions of the Road Traffic Act 1961, the policy of insurance covers all liabilities which are required by the said Act to be the subject of an approved Policy of Insurance.



ZURICH INSURANCE plc  
Postal Address: Zurich Insurance plc, PO Box 78, Wexford.

Signature of Vehicle Insurer

Date of authentication : 12/05/2022

Signature of person authenticating  
on behalf of Vehicle Insurer.

**IMPORTANT NOTICE**

IT IS A LEGAL REQUIREMENT TO  
DISPLAY THE ATTACHED INSURANCE  
DISC ON THE WINDSCREEN OF  
YOUR VEHICLE.

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YOUR INSURANCE POLICY

ROAD TRAFFIC ACT 1961  
INSURANCE DISC

PARTICULARS

Policy No : 01 FMV 3678408 /A  
Commencement Date : 15/05/2022  
Expiry Date : 15/05/2023  
Kohler Uninterruptible Power

VEHICLE INSURER:  
ZURICH INSURANCE PLC

05/23



Z6009609-0

Any termination of the Insurance to which the Company may on request agree will operate only from the return of this Certificate.

Pt. No. 47925.004



## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

#### **MF001 - SECTION 2 (Accidental Damage Fire and Theft) EXCESS**

A €250.00 Section 2 EXCESS applies.

#### **MF005 - SECTION 2 (Accidental Damage Fire and Theft) EXCESS (PROVISIONAL LICENCE 25-70)**

A €500.00 Section 2 EXCESS applies while any vehicle described in the schedule is, being driven by/for the purpose of being driven by/in the charge of, a person under the age of 25 or over the age of 70 or who holds a provisional licence.

#### **MF030 - EXCLUSION OF THIRD PARTY WORKING RISK**

Except so far as is necessary to meet the requirements of the Road Traffic Act, WE will be under no liability under Section 1 of this policy for liability incurred by YOU arising out of the operation as a tool of any vehicle or of plant forming part of or attached to the vehicle.

#### **MF048 - THEFT OF KEYS**

The maximum sum payable under Number 3 Theft of Keys in Section 2 of the Policy is amended to €1,250 for any one event for each vehicle.

#### **MF049 - MEDICAL EXPENSES**

The maximum limit payable for each occupant under Number 2 Medical Expenses in Section 3 of the Policy is amended to €625

#### **F0001 - Business Description**

Electrical Contractors -Including sales and maintenance of power supply systems.

#### **F0002 - Policy Contract**

The policy contract wording applicable to this contract of insurance is the Zurich Commercial Motor Fleet Insurance Policy.

#### **F0003 - Personal Accident Cover**

In the event of any authorised driver authorised by you sustaining bodily injury by accident the Insurer will pay to you sustaining bodily injury by accident the Insurer will pay to you the benefits as set out below:

- a) Death €2,600
- b) Loss of limb €2,600
- c) Loss of sight €2,600.

Provided always that:

SME/Grace Dunne

## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

- i) Such death or disablement occurs independently and exclusively of any other cause within 12 months of sustaining bodily injury
- ii) Such bodily injury occurs in direct connection with the vehicle
- iii) Our liability will not exceed the amounts stated above in respect of any one driver and any one event.

#### T1008 - CYBER RISK CLARIFICATION

This Policy does not apply to loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (1) the loss of alteration of or damage to  
or
- (2) a reduction in the functionality availability or operation of

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or trojan horse.

#### BL001 - NON-CONSUMER DUTY OF DISCLOSURE ENDORSEMENT

Any reference in this Endorsement to "you" or "your" means you, the policyholder, or any other person insured under this Policy. Any reference to "Zurich", "we" or "us" means the insurer of the Policy, Zurich Insurance plc.

This Endorsement applies to:

- any new policy you take out with us commencing on or after 1 September 2021, or any renewal of a policy commencing on or after that date; and
- any variation to a policy where the variation takes effect on or after that date.

If there is anything in this Endorsement which differs from, or is inconsistent with, the Policy document or booklet or any other document provided to you in connection with your Policy, this Endorsement will prevail.

The Consumer Insurance Contracts Act 2019 (**CICA 2019**) makes certain changes to the law governing insurance policies insuring consumers, so that the provisions of those policies are more aligned with the interests of the insured person or entity.

An insurance policy for a consumer to which CICA 2019 applies is referred to herein as a **CICA Policy**. A "consumer" is defined for these purposes as:

- i) a natural person, not acting in the course of business; or
- ii) an incorporated body, sole trader, partnership, trust club or charity that:
  - a. had an annual turnover in its financial year prior to commencement or renewal of the insurance policy of €3 million or less; and



## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

- b. is not a member of a group of companies with a combined annual turnover in the prior financial year of greater than €3 million

(together, a **Consumer**)

The Policy to which this Endorsement applies is not a CICA Policy, as you and (as relevant) any other insured under the Policy are not a Consumer as defined above for CICA 2019 purposes.

However, save as set out below, the Policy is drafted in order to provide to you the same benefits under CICA 2019 as if you are a Consumer.

The following provisions apply to the above Policy and override any contrary provisions in the Policy's terms and conditions and/or associated Policy documentation

- i) Subject to paragraph (ii) below, we have agreed to provide insurance cover under the Policy, and have calculated the applicable premium, based on information provided by you or on your behalf, including but not limited to:
- a. information provided in any proposal or otherwise in response to specific questions asked by us,
  - b. information provided and recorded in any Statement of Facts issued to you,
  - c. any declarations made by or on behalf of you; and
  - d. any information voluntarily provided by you or on your behalf, whether in the form of a risk presentation or otherwise.
- ii) Notwithstanding the above or any other provision in the Policy to which this Endorsement applies, you must disclose to us, before the inception or renewal of the Policy (as relevant), every material circumstance which is known to you, and you are deemed to know every circumstance which, in the ordinary course of business, ought to be known by you (**the Duty of Disclosure**). This Duty of Disclosure applies whether or not we specifically asked you about the material circumstance in question. A "material circumstance" is that which would influence the judgment of a prudent insurer in fixing the premium, or determining whether it will take the risk, or deciding on the policy conditions to be applied.
- If you are in any doubt as to whether a circumstance is material you should disclose it to us.
- iii) If you breach the Duty of Disclosure in relation to material circumstances, the remedy available to us shall reflect what we would have done had we been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
- a. if we would not have entered into the Policy on any terms, we may avoid the Policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;

## Fleet Motor SCHEDULE

### ENDORSEMENT WORDINGS

**Policy No:** 01 FMV 3678408  
**Insured:** Kohler Uninterruptible Power

- b. if we would have entered into the Policy, but on different terms, the Policy is to be treated as if it had been entered into on those different terms if we so require;
  - c. if we would have entered into the Policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on any claim under the Policy.
- iv) Where the breach of the Duty of Disclosure:
- a. involves an innocent breach of the Duty i.e. where the failure to disclose a material circumstance occurred despite you exercising the reasonable care to be expected of an average insured in the circumstances, we will not exercise any of the remedies set out in paragraphs (iii)(a)-(c) above;
  - b. involves a negligent breach of the Duty i.e. where the failure to disclose a material circumstance occurred through you failing to exercise the reasonable care to be expected of an average insured in the circumstances, but where the breach was not fraudulent, we will be entitled to exercise the remedies in paragraphs (iii)(a)-(c) above as appropriate.

Where the breach of the Duty of Disclosure is fraudulent i.e. where the breach of Duty was done knowingly by you or in conscious disregard of whether you were in breach of the Duty, we will be entitled to exercise the remedies set out in paragraphs (iii)(a)-(c) above as appropriate, but without any return of premium.



## IMPORTANT NOTICE FOR ZURICH CUSTOMERS

### Consumer Distance Sales Information

Zurich Insurance plc ("Zurich") is part of the Zurich Insurance Group and carries on business at Zurich House, Ballsbridge Park, Dublin 4. It is registered in the Company Registration Office under Company number: 13460 and is registered for Value Added Tax (VAT), registration no. IE9F55841D. Zurich is authorised by the Central Bank of Ireland as a non-life insurance company and is a member of Insurance Ireland and subscribes to its voluntary code of conduct. Codes of Conduct are also imposed on Zurich by the Central Bank of Ireland and can be accessed on its website at [www.centralbank.ie](http://www.centralbank.ie)

#### Quotation Period

Quotes are valid for a period of 30 days.

#### Cooling-off Period - Right of Withdrawal

As a consumer you have the right to withdraw from any Zurich policy within 14 working days of the latest of the date of inception of cover, or the date on which you receive your Policy Schedule, and/or (in the context of motor insurance) Motor Insurance Certificate and Disc without penalty and without any reason being required. The right of withdrawal may be exercised by notice in writing to your Broker or Zurich, quoting your policy number. In relation to motor vehicle insurance a notice of withdrawal/cancellation is not properly given unless the relevant certificates of insurance and insurance disc have been surrendered to your Broker or Zurich. Should the right be exercised, Zurich will charge a pro-rata premium for the period you are on cover.

#### Main Characteristics of the Policy

The main characteristics of your insurance policy are, as explained to you by your Broker and as set out in your Policy Terms and Conditions which you have been given and which are available on request from your Broker or Zurich.

#### Period of Insurance

Subject to cancellation, the period of insurance in respect of any policy held with Zurich will be the period specified by Zurich as such in the Policy Schedule and/or (in the context of motor insurance) Certificate and Disc of Motor Insurance and/or Renewal Notice.

#### Complaints Procedures

At Zurich, we care about our customers and believe in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that you have cause for complaint, either in relation to your policy or any aspect regarding the standard of our service, please see the steps outlined below.

- If you have arranged your policy with Zurich through a Broker, you should firstly direct your complaint to the Broker with whom you arranged your policy.
- If you deal with us directly, you should contact the Customer Services Co-ordinator, Zurich Insurance plc, PO Box 78, Wexford. Telephone (01) 667 0666.

If the complaint is not resolved to your satisfaction, you should write to the Chief Executive Officer at the aforementioned address, or alternatively you may wish to contact:

- (i) Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8.  
Telephone: (01) 676 1914
- (ii) Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Telephone: (01) 567 7000
- (iii) The Central Bank of Ireland, P.O. Box 559, Dublin 1.  
Lo-Call: 0818 681 681

Your right to take legal action is not affected by following any of the above procedures.

#### Payment Options

The Starplan instalment payment facility may be available. Please contact your Broker for further details.

**What happens if I miss an instalment payment ?**

If you pay your premium by instalments, we may cancel the policy if you miss a payment. We will write to you, allowing 21 days to make the payment before the policy is cancelled.

Zurich reserves the right to charge a €20.00 transactional fee to customers in the event of a default on your direct debit payments. This will be collected with your next payment on the policy.

**What will happen if I want to cancel my policy ?**

You can cancel your policy at any time by writing to your Broker or Zurich. We will cancel the policy on the date the Broker or Zurich receives your request in writing. In the case of motor insurance, we will cancel your policy from the date we receive the relevant Certificate and Disc of Motor Insurance.

**What will happen if Zurich cancel my policy?**

Where Zurich notifies you that it is cancelling your Policy in accordance with the Policy terms, Zurich will repay the balance of the premium for the unexpired term of the Policy without imposing any financial cost on you and provide you with the reason or reasons for the cancellation.

**Will I receive a refund after I cancel my policy ?**

Provided that no incident giving rise to a claim has occurred in the current period of insurance, you will be entitled to a proportionate return of the premium for the unexpired period of insurance. If you cancel during the first year of insurance (outside of the Cooling-off Period referenced above) an administration charge will apply.

**Governing Law**

The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any disputes regarding your policy, unless otherwise stated on your proposal form or in your policy terms and conditions.

**Language**

The Zurich policy and all communications in respect of the policy will be in English.

Please consult your Policy Document, and/or (in the context of motor insurance) Schedule and/or Motor Certificate and Disc of Insurance for full Policy Terms and Conditions which you have been given and which is available on request from your Broker or Zurich. If you have any queries please do not hesitate to contact your Broker or Zurich. Please note Zurich may record telephone calls for training and security purposes and to ensure the highest level of customer service.

**Premium Alterations**

If an alteration to the Policy results in an additional premium due to the Insurer or a refund premium due to the Insured, we will only charge or refund such premium provided the amount involved is greater than or equal to €10.

**Explanatory Note:** - All references made to Zurich refer to Zurich Insurance plc.

**Data Protection**

This notice gives a brief summary of what Zurich, may do with your personal information. The information that you provide, or others provide about you, ("data") will be used for the administration of your policy and/or any claims made on the policy within the Zurich Insurance Group and our partners inside and outside the European Economic Area. We may share your data with our agents and service providers, members of the Zurich Insurance Group, other insurers and their agents, with any intermediary acting for you and with certain regulatory bodies. Data is at all times treated as confidential and the appropriate measures are taken to ensure it is secure. There is more detailed information contained in your Data protection Notice and Insurance Policy Documents. Please read these carefully. Please also see our full Privacy Policy available on [www.zurich.ie/privacy-policy](http://www.zurich.ie/privacy-policy).

**Thank you for insuring with Zurich.**



**Policy No:** 01 FMV 3678408

**Agency No:** 01 0188943

**Policyholder:** Kohler Uninterruptible Power

**Effective Date:** 15/05/2022

## Aon Global Inward Scheme PRODUCT UPDATE SUMMARY

**The cover provided by this policy is subject to the following amendments and additions**

### **Employers Liability**

### **Bodily Injury**

means death, disease, illness, physical and mental injury, mental anguish or nervous shock

### **Business Definition**

means the Business described in the Schedule and includes the:

- a) engagement of subcontractors for performance of work on behalf of the Insured
- b) organisation of and participation in exhibitions, trade fairs, conferences and the like
- c) provision of gifts and promotional material incidental to the Business
- d) ownership, leasing, repair and maintenance of land and property
- e) repair, maintenance and servicing of own mechanically propelled vehicles
- f) sale or disposal of own property and goods including owned mechanically propelled vehicles
- g) provision and management of car parks, canteen, social, sports, welfare, medical organisations, fire, first aid, rescue and ambulance services principally in connection with but not limited to the operations of the Insured
- h) provision of nursery, creche or child care facilities where incidental to the Business
- i) private work undertaken by any Employee for any fellow Employee, director or partner of the Insured with the prior consent of the Insured
- j) security organisation for the benefit of the Insured
- k) organisation and sponsorship of fund raising activities and events and the sponsorship of individuals.

### **Employee Definition**

means any of the following whilst working for the Insured in connection with the Business:

- a) person engaged under a contract of service or apprenticeship with the Insured
- b) person acting in the capacity of non executive director of the Insured
- c) equity partner of the Insured
- d) employee or director of any overseas subsidiary (or parent company) of the Insured whilst working for or on behalf of the Insured in or from Republic of Ireland Great Britain Northern Ireland the Channel Islands or the Isle of Man
- e) person supplied to, hired or borrowed by the Insured including any person on secondment from another employer and any other person required by the Insured to be defined as an employee which may include but is not limited to:
  - 1. labour masters or persons supplied by them
  - 2. labour only subcontractors
  - 3. self-employed persons

- 4. drivers or operators of hired-in plant
- f) persons engaged under work experience, training, study, exchange or similar schemes
- g) any officer, member or voluntary helper of the organisations or services stated in the Business definition
- h) voluntary workers, helpers or instructors
- i) employees elected on any industry users committee
- j) outworkers or homeworkers employed under contracts to personally execute any work in connection with the Business whilst they are engaged in that work
- k) prospective employees who are being assessed by the Insured as to their suitability for employment
- l) any person a Court of Law in the Ireland deems to be an employee.

### **Insured/Persons entitled to indemnity**

The Insurers will indemnify:

- 1. the Insured
- 2. the personal representatives of the Insured in respect of legal liability incurred by the Insured
- 3. at the request of the Insured:
  - a) any director of the Insured
  - b) any Employee of the Insured
  - c) any former Employee of the Insured acting on behalf of or in the course of employment or engagement by the Insured in respect of liability which the Insured is entitled to indemnity if the claim had been made against the Insured
  - d) the officers, committee members and voluntary helpers of the Insured's welfare and canteen organisations and first aid, fire, security and ambulance services in their respective capacities as such
  - e) the officers, committee members, voluntary helpers, visitors and guests of the Insured's sports, theatrical and social organisations in their respective capacities as such
  - f) any director or partner of the Insured or Employee in respect of private work undertaken by any Employee for such director, partner or Employee with the prior consent of the Insured
  - g) the officers, committee members and voluntary helpers of the Insured's medical organisation other than any doctor, surgeon or dentist while working in a professional capacity
  - h) any officers or trustees of the Insured's pension scheme
  - i) voluntary helpers at any sponsored or charitable or similar fund raising or recreational activity organised by or with the authority of the Insured
  - j) any principal or other party not described in a) to i) above with whom the Insured enters into a contract to the extent required by or arising out of such contract. Indemnity will only apply in respect of liability for which the Insured named in the Schedule would have been entitled to indemnity if the claim had been made directly against the Insured but the Insurers will not provide an indemnity:
    - i) unless the Insurers have the sole conduct and control of any claim
    - ii) where the other person is indemnified under any other insurance or in any other way.

### **Insured/New Acquisitions**

The indemnity provided by this Policy shall apply in respect of any new or acquired company or joint venture for a period 90 days from the date of creation or acquisition pending provision of information and agreement on terms to be applied provided that in the case of any acquisition of a company whose business activities are substantially different from those of the Insured the Insured shall wherever possible notify the Insurers in advance of any such acquisition and in any event as soon as is reasonably practicable

### **Insured/Cancellation**

Other than the Insurers' rights under the Fraud and Misrepresentation condition this Policy may be cancelled either by the Insurers or by the Insured by mailing by special delivery mail to the other party at the last known address written notice thereof when not less than sixty (60) days thereafter such cancellation shall be effective except in the event of non-payment of premium when cancellation shall be effective ten (10) days thereafter. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Period of Insurance. Delivery of such written notice shall be equivalent to mailing. If the Policy is cancelled the earned premium shall be calculated pro rata but payment or tender of unearned premium shall not be a condition of cancellation.



## **Motor**

### **Business Use**

Business Use is deemed to be class 3 use.

### **Profit Share**

To be advised recommend if loss ratio is below 40% (6 months after renewal) then a profit share of 5% is allowed.

### **New Vehicle Replacement Clause**

If a vehicle purchased, hired or leased from new by the Policyholder is within its first year of registration and is:

- a) stolen or lost and not recovered; or
- b) damaged to the extent that the cost of repairs will exceed 50% of the manufacturer's recommended retail price (including taxes) at the time of such loss the Company will pay the cost of replacing the vehicle with a new one of the same make, model and specification. Provided that:
  - 1) the Policyholder requests it
  - 2) any other party with an interest in the vehicle consents
  - 3) such a replacement vehicle is available in Ireland Where a claim is settled under this clause, the Company shall be entitled to possession and ownership of the original vehicle

### **Leased Vehicle Clause**

If a vehicle leased by the Policyholder which is not in its first year of registration from new is lost or damaged beyond economic repair, the Company will pay the difference between the vehicle's market value at the time of the loss and the settlement figure required under the lease contract.

### **Section 5 – Loss or Theft of Keys**

If the keys or lock transmitter for an Insured Vehicle are lost or stolen, the Company will pay for the cost of replacing:

- a) the door locks and/or boot lock
- b) the ignition/steering lock
- c) the lock transmitter and central locking interface
- d) re-coding or, if necessary, replacing any alarm system used with the vehicle.

The cover provided under this Section is not subject to any deductible. No cover is provided under this Section if the keys were at the time left in or on an unattended vehicle.

### **Section 4 – Motor Contingent Liability**

The Company will indemnify the Policyholder (but no other person) under the terms of Section 1 (Third Party Liabilities) of this policy whilst any motor vehicle not belonging to or otherwise provided by the Policyholder is being used on the Policyholder's business or activities.

This indemnity extends to include vehicles hired in with driver.

The indemnity provided shall not however apply where there is in force any other insurance covering the same liability.

### **Section 13 – Trailers and Attachments**

The cover provided by this policy shall apply to any Trailer at all times other than when attached to a vehicle not owned by or hired or leased or loaned to the Policyholder. The Company shall not be liable to make any payment if any Trailer is being towed by an Insured Vehicle otherwise than in accordance with the law

## **Section 14 – Trailer Contingency Cover**

The Company will indemnify the Policyholder (but no other person) in terms of Section 1 (Third Party Liabilities) of this policy when any Trailer is attached to a vehicle not owned by or hired or leased or loaned to the Policyholder. This indemnity will not apply where there is in force any other insurance covering the same liability

## **Section 18 – Emergency Accommodation Costs**

In the event of an incident that may give rise to a claim under this policy that:

- a) deprives an Insured Person and/or other occupants of the Insured Vehicle the use of that vehicle;  
or  
means that an Insured Person and/or other occupants of the Insured Vehicle are unable to reach their intended destination that same day

The Company will pay, up to a maximum of the amount shown in the policy schedule per person

## **Section 6 – Unauthorised Movement of Third Party Vehicles**

If a vehicle not in the Policyholder's custody or control is obstructing or impeding the legitimate passage of an Insured Vehicle, the Company will indemnify the Policyholder or Insured Person against any legal liability arising out of the movement of the obstructing vehicle and for any loss or damage caused to that vehicle.

## **Section 10 – Unlicensed Drivers**

The requirement of the Certificate of Insurance that the driver must hold a licence or have held and not be disqualified from holding or obtaining such a licence to drive the Insured Vehicle shall not apply in circumstances where a licence is not required by law

## **Motor Prosecution Defence**

The Company will pay the Costs of defending the Policyholder's legal rights (including making an appeal against the Policyholder's conviction or sentence) after any event which results in the following:

- i) criminal proceedings being brought against the Policyholder for a breach of road traffic laws or regulations relating to the Policyholder owning or using an Insured Vehicle;
- ii) a hearing about withdrawing, restricting or suspending the Policyholder's goods vehicle, public service vehicle, hackney carriage or private hire licence or any licence granted by the Department of Transport (other than a hearing arising due to a commercial decision made by the Policyholder).

The Company will provide Cover for Uninsured Loss Recovery and Injury and Motor Prosecution Defence provided that:

- i) the claim is not covered under any other insurance policy;
- ii) the claim is not covered under any other Section of this Policy;
- iii) the road accident or event which gives rise to the claim happened within the Territorial Limits and within the period of insurance;
- iv) the claim will be decided by a court within the Territorial Limits; and
- v) there is a reasonable chance of recovering damages or a successful defence at all times.

## **Limit of Indemnity**

The most the Company will pay for all claims arising out of any one event is €100,000,000.

## **Exceptions to Section 20**

The General Exceptions applying to this policy also apply to this section and in addition it does not provide cover for the following:

1. any fines, penalties or compensation awards imposed by a court, tribunal or regulator
2. any costs or expenses awarded against the Policyholder by a criminal court
3. any claim arising out of a contract the Policyholder has with another person or organisation



4. claim for an event which is not covered under Sections 1 to 19 of this policy
5. disputes between the Policyholder and the Company
6. any dispute or claim that happens because the Policyholder has deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that dispute or claim
7. Costs that the Company has not agreed to in writing
8. any Costs covered by another insurance policy
9. Costs the Policyholder has paid directly to the Legal Representative or any other person without the Company's permission
10. any V.A.T. which the Policyholder can recover from elsewhere
11. an application for judicial review
12. parking offences for which the Policyholder does not obtain points on their licence
13. any criminal proceedings to do with driving whilst under the influence of drink or drugs.
14. any criminal proceedings where the Policyholder does not have a valid:
  - a) motor insurance policy;
  - b) road fund licence or MOT certificate for the Insured Vehicle; or
  - c) driving licence unless the Policyholder is driving in circumstances where such a licence is not required by law
15. any claim where the Policyholder:
  - a) becomes insolvent (or commits an act of insolvency or bankruptcy), or
  - b) enters into liquidation, or
  - c) makes an arrangement with creditors, or
  - d) enters into a deed of arrangement, or
  - e) has part or all of the Policyholder's affairs assets or property placed in the care or control of a receiver or a liquidator, or
  - f) have an administration order over the Policyholder's affairs assets or property.

### Extensions to Section 20

If the Policyholder so requests the Company will indemnify the following persons as though each such person was individually named as the Policyholder:

- a) any proprietor, partner, director or employee of the Policyholder
- b) any member of the Policyholder's family if a named person, or any person referred to under Extension a) above provided that:
  - i) each such person shall be subject to the terms of this policy in so far as they can apply
  - ii) the Company's liability to the Policyholder and all persons indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity in respect of any one claim

### Conditions to Section 20

The General Conditions applying to this policy also apply to this section and in addition:

#### 1. Your Responsibilities

the Policyholder must:

- i) provide the Company with written details of the Policyholder's claim along with any other supporting information the Company asks for
- ii) make the Policyholder's claim within 6 months of the date of the event which gave rise to the dispute
- iii) follow the Legal Representative's advice and provide any information he or she asks for
- iv) take every reasonable step to recover Costs and pay them to the Company
- v) obtain the Company's written permission before making an appeal
- vi) make sure that the Legal Representative keeps to all parts of Condition 2 below
- vii) report any claim to the Company and not to any other person or organisation
- viii) not appoint a Legal Representative.

## 2. Legal Representative's Responsibilities

The Legal Representative must do the following:

- i) obtain the Company's written permission before instructing a barrister or expert witness
- ii) tell the Company if, at any stage, there is no longer a reasonable chance of a successful defence, getting damages back or getting any other solution
- iii) tell the Company immediately if the Policyholder or the Policyholder's opponent makes a payment into a court or any offer to settle the matter
- iv) report the result of the claim to the Company when it is finished.

## 3. Our Rights

The Company will have the right to do the following:

- i) take over and conduct, in the Policyholder's name, any claim or proceedings
- ii) settle a claim by paying the amount in dispute
- iii) appoint the Legal Representative in the Policyholder's name and on the Policyholder's behalf
- iv) have any legal bill audited or assessed
- v) contact the Legal Representative at any time and have access to all statements, opinions and reports relating to the claim
- vi) end the Policyholder's cover provided by this Section if, during the course of the claim the Company thinks that there is no longer a reasonable chance of success. If the Policyholder continues the claim and gets a better settlement than the Company expected the Company will pay the Policyholder's reasonable Costs
- vii) at the end of the claim, settle the Costs covered by this indemnity at the end of the claim
- viii) end the Policyholder's cover and recover any Costs from the Policyholder which the Company have already paid or agreed to pay if:
  - the Legal Representative reasonably refuses to continue acting for the Policyholder because of any unreasonable act or failure to act by the Policyholder; or
  - the Policyholder unreasonably withdraw their claim from the Legal Representative without the Company's agreement; and the Company do not agree to appoint another Legal Representative to continue the Policyholder's claim.

## 4. The Policyholder's Agreements with Others

The Company will not be bound by any agreement between the Policyholder and the Legal Representative or the Policyholder and any other person or organisation.

## 5. Choosing the Legal Representative

At any time before the Company agree that legal proceedings need to be issued or defended in respect of any claim which the Company has accepted, the Company will choose the Legal Representative to act in the Policyholder's name and on their behalf. The Policyholder can only choose a Legal Representative if the Company agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Company cannot act for the Policyholder.

In agreeing to the selection of a Legal Representative the Policyholder must remember their duty to keep the Costs of any legal proceedings as low as possible.

In all cases the Legal Representative will be appointed in the Policyholder's name and on their behalf.

If the Company do not agree with the Policyholder's choice of Legal Representative, the matter will be settled using the procedure in Condition 6 below.

## 6. Disputes

If there is a dispute between the Policyholder and the Company, the matter may be referred to an arbitrator, who the Policyholder and the Company agree to. If the Policyholder and the Company cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.



Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either the Policyholder or the Company, the arbitrator will decide how the Policyholder and Company will share the costs.

## STATEMENT OF CLAIMS HISTORY



Policyholder Details:  
Kohler Uninterruptible Power  
Unit C7

Riverview Business Park  
Nangor Road  
Dublin 12  
D12 HW66

Policy Number: 01 FMV 3678408

Agent Details:  
MacDonagh Boland Crotty MacRedmond Ltd t/aAon  
MacDonagh Boland  
Metropolitan Building  
James Joyce Street  
Mountjoy, Dublin 1  
Co Dublin

Policy Type: FLEET MOTOR

Date: 12th May 2022

*TO WHOM IT MAY CONCERN*

This is to confirm that the above policy has been in force since 10/05/2016 and that the policy falls due for renewal on 15/05/2022.

**The information being provided in this Statement of Claims History document is being issued to comply with the Consumer Insurance Contract ACT 2019. A more detailed claims experience report is available upon request from the Business Lines Underwriting Teams in Zurich.**

The following is a list of all claims against this policy since inception or within the last 5 years:

Claim No.	Date of Loss	Loss Type	Amount Paid	Claim Status
000869003	5/03/2022	Accidental Damage	€61.50	Finalised
000868403	12/02/2022	Windscreen/Glass Breakage	€197.55	Finalised
000822558	20/07/2020	Accidental Damage	€1114.35	Finalised
000807787	20/11/2019	Accidental Damage	€00.00	Finalised
000792658	22/02/2018	Windscreen/Glass Breakage	€183.70	Finalised

Number of years for which no claim has been made on this policy:	0 years
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Premium Summary – FLEET MOTOR



Policy Number: 01 FMV 3678408

Date issued: 12th May 2022

Policy Details:

Insured Name(s):	Renewal Date:
Kohler Uninterruptible Power	15/05/2022

Premium Summary

Start Date of Insurance	Premium Paid* Incl. Levies (charges if any are excluded)
15/05/2021	€15280.67* (incl Levy of €727.67)
15/05/2020	€13825.36* (incl Levy of €658.36)
15/05/2019	€12370.07* (incl Levy of €589.07)
10/05/2018	€10187.10* (incl Levy of €485.11)

\*The Premium Paid amounts above are based on the information known to us at the date of issue. The Premium Summary includes all premium transactions since inception of the policy or within the last 5 years. The Premium Paid includes any premium alterations that have occurred during the periods of insurance.



**Policy No:** 01 FMV 3678408

**Agency No:** 01 0188943

**Policyholder:** Kohler Uninterruptible Power

**Effective Date:** 15/05/2022

## FLEET MOTOR PRODUCT UPDATE SUMMARY

We would like to advise you of the following updates which apply to your Policy from your renewal date. These updates include changes following the enactment of the Consumer Insurance Contracts Act 2019.

You can find your updated Policy Booklet at: [www.zurich.ie/Business-Motor-insurance-documents](http://www.zurich.ie/Business-Motor-insurance-documents) (Commercial Motor Fleet Insurance Policy Document). Please check this carefully as it sets out certain exclusions from the cover provided under your Policy.

### Summary of Changes:

#### Section: "The Contract of Insurance"

*The wording under the Section "The Contract of Insurance" has been amended. Please see updated policy wording below identified in bold:*

The Policy, Schedule, Certificate of Insurance and any endorsements should be read as if they are one document.

The Policy is a contract between you and us and operates within the Territorial Limits as defined in the meaning of words.

We will insure you under those sections shown in the Schedule during any period of Insurance for which we have accepted your premium provided all the terms and conditions of the policy are kept.

**Other than where expressly provided in this Policy, compliance with all the terms provisions conditions and endorsements of the Policy shall be a condition precedent to your right to recover under this policy**

**For your own protection you are recommended to read your policy and all its Conditions to ensure that it is in accordance with your intentions. we would draw your attention specifically to the General Exceptions section of the policy and the exclusions set out in each section of the policy.**

**We have agreed to provide Policy cover, and have calculated the applicable premium, based on information provided by you or on your behalf including but not limited to:**

- **information provided in any proposal, or otherwise in response to specific questions asked by us;**
- **information provided and recorded in any Statement of Facts issued to you;**
- **any declarations made by you or on your behalf; and/or**
- **any additional information voluntarily provided.**

This is a legal document and should be kept in a safe place.

#### Section: "Meaning of words"

*The wording under Section "Meaning of words" has been extended to include new paragraphs as follows:*

#### Glass

The front, back and side windows of the vehicle but excluding sunroofs, panoramic roofs, mirrors and lights.

### **Misfuel/Misfuelled/Misfuelling**

The event whereby the vehicle is accidentally filled with an incorrect type of fuel as defined by the manufacturer of the vehicle – for example, putting petrol in the fuel tank of a diesel-engine vehicle or diesel in the fuel tank of a petrol-engine vehicle.

### **Continuing Restrictive Condition**

Any condition in this policy, however expressed, that purports to require you to do, or not to do, a particular act or acts, or requires you to act, or not to act, in a particular manner (and any condition the effect of which is that a given set of circumstances is required to exist or to be maintained or not to exist shall be taken as falling within this definition).

### **Section: "Section 2 – Loss or Damage"**

*The wording under sub section "1. Indemnity to Insured" "What is not Insured" has been amended to include the following paragraph:*

damage or loss to the vehicle arising from the draining, flushing and/or replenishing of fuel from the vehicle in the event of Misfuelling.

### **Section: "Claims Conditions"**

*The wording under Condition "1. Claims" has been amended, please see updated policy wording below:*

#### **1. Claims**

Action by you

- In the event of any accident, injury, loss or damage likely to give rise to a claim under this Policy you must:
  - (i) as soon as practicable (but no later than 30 days from the date of the event) notify us and provide all information and assistance that We may require.
  - (ii) send to us any letter, claim, writ, summons or legal process as soon as it is received.
  - (iii) notify us in writing as soon as you become aware of any impending prosecution or Coroner's Inquest involving any person entitled to be indemnified under this Policy.
- Further:
  - (i) The Insured Person (or the Insured Person's agent) will not make any admission of liability or offer or promise of payment but will permit us to have the sole conduct of all negotiations or legal proceedings.
  - (ii) Subject to Condition 12 of this policy, we will be entitled to use the name of the Insured Person for the purpose of resisting or enforcing any claim. The Insured Person will give to us all reasonable assistance including the Insured Person cooperating with us in the investigation of insured events (including by responding to reasonable requests for information in an honest and reasonably careful manner) and will act in all cases in our interest.
  - (iii) While we have the right to make the final determination in relation to coverage or handling of the whole or part of any claim, we will engage with the Insured Person during our investigation of the claim and give the Insured Person the opportunity to submit to us any relevant evidence which could inform our determination as regards the claim. However, we will have full power to settle any claim or part thereof. The settlement will have the effect for all purposes as if it were made with the agreement of the Insured Person although the settlement may be made without admission of liability.

### **Section: "Claims Conditions"**

*The wording under Condition "2. Fraudulent Claims" has been amended. Please see updated policy wording below:*

#### **2. Fraudulent Claims**

If a claim contains information that is false or misleading in any material respect and you or any Insured Person (as the case may be) either knows that it is false or misleading or consciously disregards whether it is false or misleading, or a claim is otherwise fraudulent in any respect, (Fraudulent Claim) we shall be entitled to:

- (a) refuse to pay the claim; and
- (b) terminate the Policy by written notice in which case cover under the Policy shall be treated as having terminated with effect from the date on which the Fraudulent Claim was submitted.



In such circumstances of termination we shall refuse all liability to you and/or any Insured Person (as the case may be) under the Policy in respect of any claim made after the date of submission of the Fraudulent Claim (but not in respect of any claim(s) made before submission of the Fraudulent Claim) and we need not return any of the premiums paid under the Policy.

**Section: "General Conditions"**

*The wording under sub section "2. Instalment Defaults" has been amended. Please see updated policy wording below:*

**2. Instalment Defaults**

Where we agree to accept payment by instalments, any default in the payments on the due date may result in the Policy cover being terminated.

**Section: "General Conditions"**

*The wording under sub section "5. Laws relating to Compulsory Motor Insurance" has been amended. Please see updated policy wording below:*

**5. Laws relating to Compulsory Motor Insurance**

If, under the provisions of Section 76 of the Road Traffic Act 1961 (as amended), or the equivalent law of any other country (if any) in which you are covered by this Policy, we are required by law to pay a claim which we would not otherwise be obliged to pay under the terms of this Policy, we shall pay such claim but shall be entitled to recover from you or any other Insured Person (as the case may be) all sums paid by us.

**Section: "General Conditions"**

*The wording under sub section "6. Duty to Comply with Policy Conditions" has been amended. Please see updated policy wording below:*

**6. Duty to Comply with Policy conditions**

- (a) You must comply with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy so far as they relate to anything to be done or complied with by you, to include you cooperating with us in the investigation of insured events, including by responding to reasonable requests for information in an honest and reasonably careful manner.
- (b) Other than where expressly provided in this Policy, your compliance with the terms, limitations, Exceptions, Conditions and Endorsements of this Policy shall be a condition precedent to any liability on our behalf to make any payment under the policy.
- (c) Breach of any notification-related term or Condition will entitle us to refuse payment of a claim where we were prejudiced by the breach of the notification-related term or Condition in question.

**Section: "General Conditions"**

*The wording under sub section "8. Finance Act 1990" has been amended. Please see updated policy wording below:*

**8. Stamp Duties Consolidation Act 1999**

Stamp Duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999, as amended.

**Section: "General Conditions"**

*The wording under this section has been extended to include 4 new Conditions. Please see updated policy wording below:*

**9. (1) Pre-Contractual Representations**

you acknowledge and accept the following:

- (a) you have a legal duty prior to entering into the policy and/or prior to the renewal of this policy to provide responses to questions we ask in relation to the risk(s) to be insured.
- (b) a matter about which we ask a specific question is material to the risk undertaken by US or the calculation of the premium by us, or both.
- (c) you have a legal duty to answer all questions asked by US honestly and with reasonable care.
- (d) while we acknowledge that you have no legal duty of voluntary disclosure, you shall ensure that information which is voluntarily provided by you or on your behalf is provided honestly and with reasonable care.

**(2) Remedies for Misrepresentation**

- a) The term "negligent misrepresentation" means a representation made without reasonable care but which was not fraudulent. Where a claim is made under the policy but an answer which was provided, or information which was volunteered, by you or on your behalf involves a negligent misrepresentation, the remedy available to US shall reflect what we would have done had we been aware of the full facts and shall be based on a compensatory and proportionate test, as follows:
  - (i) if we would not have entered into the policy on any terms, we may avoid the policy from inception or renewal (as the case may be) and refuse all claims, but shall return the premium paid;
  - (ii) if we would have entered into the policy, but on different terms, the policy is to be treated as if it had been entered into on those different terms if we so require;
  - (iii) if we would have entered into the policy, but would have charged a higher premium, we may reduce proportionately the amount to be paid on the relevant claim.
- b) Where an answer which was provided, or information which was volunteered, involves a negligent misrepresentation which is identified at a time prior to there being any claim under the policy, we may either:
  - (i) give you notice that in the event of a claim we will exercise the remedies in paragraphs (a)(i)-(iii) above as appropriate; and/or
  - (ii) terminate the policy by giving reasonable notice.
- c) Where a claim is made under the policy but an answer which was provided, or information which was volunteered, by you involves a fraudulent misrepresentation, or where your conduct (relative to the policy or the steps leading to its formation) involves fraud of any other kind, we shall be entitled to avoid the policy from the date of commencement or renewal (as the case may be) without return of premium.



## 10. Alteration of Risk

You must tell us immediately of any changes to the following provided by you to us prior to the commencement or renewal of this Policy:

- (a) the information provided in any Proposal Form or otherwise in response to specific questions asked by us;
- (b) the information provided and recorded in any Statement of Fact issued to you;
- (c) the declarations made by you or on your behalf; and / or
- (d) any additional information voluntarily provided.

When you notify us about a change as above, or if you otherwise become aware of any such change, as referenced above, we may reassess the premium chargeable and policy cover more generally.

We may refuse a claim made by you where there has been a change in the subject matter of the policy which results in a new risk which we did not agree to cover and which was beyond our and your reasonable contemplation when the policy was entered into. Failure to disclose any such change may result in difficulty obtaining insurance in the future.

## 11. Effect of Continuing Restrictive Conditions

In this policy, any term that imposes a Continuing Restrictive Condition, including one that is intended to reduce the risk of a particular type of loss, or reduce the risk of loss occurring at a particular time or in a particular location, shall be treated as a suspensive condition. This means that if:

- (a) you breach any such term; and
- (b) during the period of breach you suffer a relevant loss; and
- (c) such breach increased, in the circumstances concerned, the risk of the loss suffered by you,

we will have no liability for the loss.

## 12. Subrogation

This clause applies where we have the right to be subrogated to the Insured Person's rights against some other person but the Insured Person has not exercised those rights and might reasonably be expected not to exercise those rights because:

- (a) the Insured Person and the other person are members of the same family (to be construed in accordance with the Employment Equality Act 1998), or are cohabitants (to be construed in accordance with the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010); or
- (b) the Insured Person expressly or impliedly consented to the use, by the other person, of a motor vehicle insured under this Policy.

Where in the above circumstances the other person is not insured in respect of their liability to the Insured Person, we do not have the right to be subrogated to the Insured Person's rights against that other person.

Where the other person is so insured, we may not recover from the other person an amount greater than the amount that that person may recover under their insurance policy.

This clause does not apply where the conduct of the other person that gave rise to the loss involved serious or wilful misconduct.

If the Insured Person is an employer, we will not exercise its right of subrogation against an employee except where the loss was caused by an employee intentionally or recklessly and with knowledge that the loss would probably result.

**Section: "Data Protection"**

*The wording under sub section "Sharing of Data" has been extended. Please see below new wording which will form part of the policy:*

We will also add details of your policy to the Motor Third Party Liability Database maintained by the Motor Insurers Bureau of Ireland (MIBI). MIBI will make this information available to the Minister for Transport, Tourism and Sport and An Garda Síochána for the purposes of section 78A of the Road Traffic Act 1961 (as amended). MIBI may also use this information to:

1. comply with its own legal obligations (e.g. to provide information to members of the public who were involved in an accident with an unidentified driver pursuant to regulation 5(5) of SI 651/2003 (as amended)); and
2. for the performance of its obligations pursuant to the agreement with the Minister for Transport dated 29 January 2009 (as amended from time to time) which was entered into to provide compensation to individuals involved in accidents with uninsured drivers.

More details can be found on the MIBI data protection webpage: <https://www.mibi.ie/data-protection.785.html>