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Complete pre-contractual and contractual information on the product is provided in the full policy documentation.

**What is this type of insurance?** This document provides a summary of the key information relating to the commercial motor insurance policy offered by Aviva Insurance Ireland DAC.



### What is insured?

#### Third party;

- ✓ **Death or bodily injury** – the amount an insured person may have to pay if legally liable for death of or injury to another person arising as a result of an accident caused by or in connection with the insured vehicle(s);
- ✓ **Damage to property** – the amount an insured person may have to pay if legally liable, for damage arising as a result of an accident caused by or in connection with the vehicle, up to a limit of €2,000,000;
- ✓ **Emergency treatment** – we will pay the cost for injuries caused by or arising out of using any vehicle, which we cover under the policy;
- ✓ **Fire Brigade Charges** – Up to €1,000 for charges to control or put out a fire in your vehicle, and to remove you or your passengers from the vehicle;
- ✓ **Replacement lock cover** - up to €1,000;

#### Third Party, fire and theft is all of the above, plus;

- ✓ **Fire, theft or attempted theft** – loss of or damage to the insured vehicle(s) caused by these events or self-ignition, lightning or explosion;
- ✓ **Radio, hi-fi, car-phone or CB equipment** – for loss or damage insured up to €750.

#### Comprehensive is all of the above, plus;

- ✓ **Fire, theft or attempted theft** – loss of or damage to the insured vehicle(s) caused by accidental means;
- ✓ **Windscreen damage cover.**

#### Optional covers/extras;

Optional covers and extras **may be available on request subject to agreement by Aviva**. Unless otherwise stated, you must pay an extra premium for each.

- **Fatal Accident benefit or Journey wise Accident cover (a customer can only select one of these two cover options)** –
  - **Fatal Accident benefit** provides a fatal accident benefit of €26,000 in certain circumstances **or**
- **Journey Wise Accident cover** – provides personal accident cover in certain circumstances. This cover is not available if the policy is in the name of a firm or limited company;
- **Third Party Working Risk** – Inclusion of third party working risk (TPWR) extension provides cover for damage or injury arising in connection



### What is insured? Continued...

with the operation as a tool of the vehicle, where the vehicle is designed to operate primarily as a tool or of plant forming part of the vehicle or attached thereto. The main product may be extended to include TPWR for certain vehicle types. There are three levels of TPWR cover available;

- **No claim discount protection option** – Step-back no-claims discount.

You do not have to purchase the optional covers and/or extras in order to purchase the main product.



### What is not insured? (Key exclusions only)

- ✗ Bodily injury to any person driving an insured vehicle, or in charge of it for the purpose of driving it;
- ✗ Loss of or damage to material property belonging to or held in trust by or in the custody or control of the Policyholder or the insured person;
- ✗ Any claim if to the knowledge of the Insured Person the vehicle is at the time of the accident being driven or used other than in accordance with the terms of the insurance certificate;
- ✗ Damage or liability arising from war or terrorism;
- ✗ If the insured person has cover for the liability under another policy;
- ✗ Loss of use, wear and tear, mechanical or electrical breakdown or computer breakdown failures or breakages;
- ✗ Damage to tyres unless such damage arises simultaneous to other loss or damage insured by this policy;
- ✗ Damage to property being conveyed by the vehicle;
- ✗ Bodily injury to any person arising out of and in the course of that person's employment by the insured person;
- ✗ Liability arising in connection with the operation as a tool of the vehicle where the vehicle is designed to operate primarily as a tool or of plant forming part of the vehicle or attached thereto;
- ✗ We will not pay any amount for loss or damage to the vehicle exceeding the reasonable market



## What is not insured? (Key exclusions only) Continued...

value at the time of the loss or damage, and payment will not exceed the value upon which the current premium is calculated.

- X** Loss of or damage to the insured vehicle(s) caused by a learner permit holder who does not comply with the requirement to be accompanied at all times by a full driving licence holder while driving;
- X** Loss of or damage to the insured vehicle(s) where any person entitled to drive the vehicle is at the time of the accident, giving risk to the claim, above the legal limit for alcohol/drug level under Road Traffic legislation or is convicted of or has a prosecution pending for an offence under the Road Traffic Acts involving alcohol or drugs arising from the accident or the occasion giving rise to the claim;
- X** Loss of or damage to the insured vehicle(s) caused by incorrectly fuelling the vehicle, use of contaminated fuel or substandard parts;
- X** Any loss of or damage to the insured vehicle(s) which does not arise from an accidental, sudden or unforeseen cause.



## Are there any restrictions on cover?

- !** Your excess, which is shown in your schedule (a separate document, which gives details of the cover you have);
- !** You will lose all benefits under this policy if any claim is fraudulent in any way or if you or anyone acting on your behalf has used any type of fraud;
- !** If you have windscreen damage cover and choose not to use our aligned windscreen repairers for the replacement or repair a limit of €225 for any single event applies;
- !** Repair or replacing the vehicle or any part of it is done by using a motor garage and/or a repair service of our choice. If we choose to pay a cash amount for loss or damage to the vehicle, this amount will not exceed the amount our motor garage and/or a repair service states it would cost to repair or replace your vehicle.



## Where am I covered?

- ✓** We will provide insurance as set out in your policy booklet for insured events, which may happen in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands or in the course of transit by sea between any ports therein including processes of loading and unloading during the period of insurance.



## What are my obligations?

- The answers in any proposal, statement of fact, declaration and any other document provided by you to us for this insurance must be true and complete;
- In relation to you or any driver who will drive, you must tell us if there is a material change in circumstances (which includes any new circumstances or changes in circumstances which alter the subject matter of the policy or the nature of the risk underwritten);
- You must take all reasonable steps to prevent accident, injury, loss or damage, and must keep your vehicle in a roadworthy condition and that the vehicle is properly compliant with all Road Traffic legislation at all times;
- You must let us know immediately about any event which may give rise to a claim under the policy and if you become aware of any prosecution or inquest in connection with the event;
- You must not admit, deny, negotiate or settle a claim without our written permission and you must co-operate fully with us in investigating and handling any claim;
- You or any person whose driving is covered by the terms of the certificate must hold a licence to drive that vehicle or, if they have held a licence to drive that vehicle, must not have been disqualified from holding that licence;
- You or any person whose driving is covered by the terms of the certificate must meet the conditions and any limits of the driving licence held.

If by law we have to make a payment that we would not otherwise have had to make, we may seek recovery of that outlay incurred from you and/or the driver of the vehicle. The provision of insurance under your policy is conditional on you observing and fulfilling the general exceptions, conditions and terms of the policy.



## When and how do I pay?

In order to proceed with policy cover you must contact your broker in advance of the required cover start date to arrange for the payment of the premium. Payment options may include a cheque or credit/debit card payment for the full premium or a schedule of periodic direct debit instalments (note: a service charge may apply to direct debit instalments). Payment methods depend on the options available to you from your broker.



## When does the cover start and end?

In return for your premium, the period of time covered by this policy is from the start date (as shown in your schedule) for a 12 month period and any further specified period, when you renew, that we agree to insure you for.



## How do I cancel the contract?

You may cancel this policy at any time by notifying and returning your certificate of motor insurance and windscreen disc to us. If you cancel your policy during the cooling off period, we will work out the premium for the period for which we have insured you and refund any balance. If you cancel your policy at any other time, as long as no claim has happened during the current period of insurance, we will work out the premium for the period for which we have insured you and refund any balance that amounts to €20.00 or more.