

# QBE Insurance (Europe) Limited

## QBE Ireland

### IMPORTANT NOTICE TO INSURED CHANGES TO YOUR POLICY EFFECTIVE FROM RENEWAL 2010

Following a review of recent claims and enquires in relation to the intention behind a number of clauses QBE has taken to opportunity to revise and clarify and number of clauses to your policy. A new policy will be sent to you shortly after renewal, although you can request a specimen at anytime. As from your renewal date the following changes will apply to your cover.

#### **Loss or damage to the vehicle**

Fuel – the insurance no longer covers loss of petrol or diesel fuel. See clause 3.4.6

Personal effects – the cover now excludes iphones and media players. See clause 3.4.4

#### **Aircraft and aircraft sites**

Clause 5.1 has been amended to write back cover and provide insurance where necessary to to comply with the minimum requirements of the Road Traffic Act (and/or its legally binding amendments and extensions) or the equivalent legislation in the territory in which the loss occurs.

#### **Car sharing**

For private cars only, if financial contributions are received in respect of the carriage of passengers on a journey in the vehicle as part of a car-sharing arrangement, QBE will not regard this as being the carriage of passengers for hire or reward. See clause 5.3

#### **European Jurisdiction**

The insurance does not cover any judgment or order by a court of competent jurisdiction enforcing the judgement of a foreign court which is outside Ireland or the countries specified under Foreign Use. See clause 5.8

#### **Un-licenced use**

The insurance does not cover circumstance where the firm and driver does not hold a Hackney Carriage or Private Hire licence where required. See clause 5.17.4

#### **Unroadworthy - take reasonable precautions**

The insurance does not cover any liability, injury, loss or damage where the insured fails to take all reasonable precautions to maintain the vehicle and or trailer in a roadworthy condition and protect it from damage and/or loss. See clause 5.18

#### **Dispute resolution**

Clause 7.7 has been amended to provide for dispute mediation to be heard by the Irish Commercial Mediation Association ('ICMA')

#### **Non-disclosure**

The position has been clarified by restating the condition as follows

This **policy** will be void from inception and of no effect if:

7.16.1 the **proposal** or declaration is untrue in any material respect;

7.16.2 the circumstances in which the **insured** entered into the insurance are altered without the **insurer's** consent.

**If you are in any doubt about the above or need any help or advice, you should in the first place refer to your Broker or Agent.**