31 January 2022

Dear Insert Name

Re: Motor Insurance Requirements – Community Employment Schemes

There are two issues in relation to Motor Insurance for Community Employment Schemes:

(1) Motor Contingency Insurance
In the event of a Community Employment participant or Supervisor having no or inadequate motor insurance, a claim may be made against the Community Employment Sponsor. Without adequate motor contingency cover, this claim would not be met by The Sponsor’s liability insurance policy.

In this regard, to confirm appropriate levels of insurance are in place, the following documents should be completed by the appropriate body/person and retained by the Sponsor;

Motor Contingency Insurance - Details of Minimum Standard level of Cover
This form should be completed and signed off by the Sponsor’s insurer and should be submitted with the CE Insurance Checklist.

(2) Form of Undertaking
In the event of Participants or Supervisors using their vehicles for scheme activities, the Motor Policy held by the Participants or Supervisors must be extended for business use to indemnify the Sponsor.

In this regard, to confirm appropriate levels of insurance are in place, the following documents should be completed by the appropriate body/person and retained by the Sponsor;

Community Employment Participants and Supervisors using their vehicles for scheme activities must sign this enclosed undertaking and you, the Sponsor, should hold this signed form for a period of six years.

Yours sincerely

__________________________________________________________________________

Insert Name
Senior Development Officer/Development Officer

Enc.
MOTOR CONTINGENCY
The Company will indemnify the Insured against Liability at Law in respect of:

- death of or bodily injury to any person
- damage to property up to a limit of €___________ (set by the Insurer) any one claim or number of claims arising out of one cause.

Where such death, injury or damage arises out of an accident caused by, through, or in connection with any Motor Vehicle not the property of or not provided by the Insured including the loading and or unloading of the Motor Vehicle or articles falling therefrom.

SPECIAL EXCLUSIONS
The Company shall not be liable in respect of

1. Any accident, injury, loss, damage or liability occurring while the vehicle in connection with which indemnity is or would otherwise be provided under this extension being:
   - used other than in connection with the Insured’s Business:
   - driven by or for the purposes of being driven by any person not in the employment of the insured:
   - driven with the general consent of the Insured or of his representative by any person who to the knowledge of the Insured or of such representative does not hold a licence to drive such vehicle unless such person has held and is not disqualified from holding such a licence.

2. Death of or bodily injury to any person sustained while s/he was in or on any Motorcycle.

3. Death of or bodily injury to any person arising out of and in the course of such person’s employment by the insured, unless such liability is required to be insured under the Road Traffic Act Legislation of the territory in which the accident occurred.

4. Damage to property belonging to or held in trust by or in the custody or control of the insured.

5. Damage to any vehicle in connection with which indemnity is provided by the Policy.

6. Damage to property being conveyed by the Motor Vehicle or whilst being loaded or unloaded.

7. Death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with loading or unloading by any person other than the driver and/or authorised attendant of the vehicle.

8. Death, injury or damage arising out of the operation as a tool of any Motor Vehicle (or attachment) described in the schedule. This extension shall not apply to any Motor Vehicle constructed primarily for the carriage of passengers or goods.

9. Use for hire or reward, racing, competitions, rallies, trials, demonstrations or tuition.

PROVISO
The insured shall take all reasonable precautions to ensure that all vehicles are adequately insured by current Motor Policies which indemnify the Insured in respect of their legal liability whilst such vehicles are being used in accordance with the limitations as to use described in the Schedule of such Motor Policies.

__________________________________________________________
Name

__________________________________________________________
Insurance Company

__________________________________________________________
Date

CEIMotor Contingency/L07/Mar 2021
LETTER OF UNDERTAKING

I hereby acknowledge that the official permission granted to me (or which may be granted to me at a future date) to use my private motor vehicle on official business is subject to any relevant regulations or conditions in force from time to time and, in particular, to the condition that the premiums in respect of the insurance of the vehicle will be regularly paid by me to a vehicle insurer for the purposes of the Road Traffic Act, 1961.

I confirm that my policy of motor insurance (or any policy of motor insurance which I hold in the future) will be extended so as to indemnify the Department of Social Protection and (name of CE Sponsor) ___________________________. I understand that this policy extension for “limited business use” is normally granted without charge, but should a charge be raised by the Insurance Company, payment is solely my own responsibility. I am aware that the Department of Social Protection and (name of CE Sponsor) ___________________________ will accept no liability in respect of any loss or damage of any description resulting from the use of my private motor vehicle on official business, whether this risk is or is not covered by my policy of insurance. My motor vehicle is at present insured by me with (name of Insurance Company) ___________________________ and I undertake to notify (name of CE Sponsor) ___________________________ of any change.

NAME: ___________________________
LOCATION: ___________________________
SIGNATURE: _______________________
   Supervisor/Participant
DATE: ___________________________

(This document to be completed by CE Supervisor/Participant using their vehicle for Scheme business)