



Car Insurance Policy Document

The Policy is Underwritten by AIG Europe S.A.

April 2023 - Version 1.23

HELPFUL NUMBERS

Breakdown Assistance:

Republic of Ireland..... 01 804 4328

Northern Ireland & United Kingdom..... 0845 603 7991

AIG Car Insurance Claims team: 01 859 9700

Windscreen Breakage: 01 8599899

How to make a Claim

Our aim is to get Your car back on the road as quickly as possible. We believe that making a claim should be easy. Our Car Claims Teams are available 24 hours a day, 365 days a year to assist You with Your queries you can e-mail us at claims.ie@aig.com.

1. Telephone Our Car Claims Team on 01 8599700 with the first notification of Your claim. They will advise You what to do next and issue all appropriate documentation immediately.
2. Where Comprehensive Cover applies Our Approved Repairer Network can be availed of. In the event of the vehicle being unfit to drive they will tow Your vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Approved Repairers are not used, obtain an estimate and advise Us immediately and We can appoint an assessor if necessary. You may appoint an assessor to act in Your interest (any such appointment will be at Your expense).
3. When repairs have been completed pay any contribution for which You may be responsible (The Excess) and then take delivery of Your car.

Your Car Insurance - Key Benefits*

1. Breakdown rescue cover - With Home Start*
2. Brand new car replacement - we will replace your brand new car with a new one if your car is stolen, unrecovered or seriously damaged
3. Driving of Other Cars Cover (Third party cover only)
4. Unlimited Windscreen Cover
5. Foreign Travel Cover (Up to 45 days)
6. Up to €500 replacement locks cover
7. Up to €300 personal belongings cover inside Your Car

* benefits here are a summary of cover. Please check the Policy for full terms and conditions

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HELPLINES FOR NEW CLAIMS NOTIFICATION

ACCIDENT HELPLINE	01 859 9700
WINDSCREEN CLAIMS	01 859 9899

Private Motor Policy

Dear Customer

Thank you for choosing **AIG Car Insurance**.
Please read your policy document carefully. You should find everything you need to know about your car insurance cover here.

Our Contract with You

This **policy** is a contract between **us** and **you**.

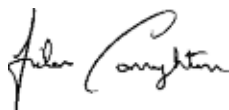
The contract is based on the information **you** gave as detailed in the **Completed Application Form**. **You** must read the **policy, the schedule, certificate of motor insurance and any endorsements** together as they all form part of the contract.

You are covered, subject to the cover selected as shown in the **schedule**, and the terms conditions and exceptions to the **policy**, for liability, loss or damage that occurs as long as **you** have paid, or agreed to pay the premium and **we** have accepted **your** payment or agreement to pay.

Your cover is effective in the Republic of Ireland, the United Kingdom and abroad as specified in Section 4

Irish law will apply unless **you** and **we** have agreed otherwise.

This **policy** is underwritten by **AIG Europe S.A., 30 North Wall Quay | IFSC | Dublin 1**



Aidan Connaughton
General Manager, AIG Europe S.A

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

Special notes

Your Pre-contractual Duty of Disclosure

You must answer all questions contained in Your Completed Application form honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or Completed Application form supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in Your proposal form (including provided at renewal or mid-term adjustment) or Completed Application form the most recent answers and information supplied in the Completed Application form will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in your policy being cancelled or we may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the Impact of Misrepresentation section, which you should read carefully.

The answers you provide are the basis upon which your contract of insurance with is agreed with Us.

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy if there is a change in the subject matter of Your Policy.

Cooling-Off Period

You have 14 consecutive days from the start date of the policy to write to Us at the address shown at the bottom of Your cover confirmation letter if You want to cancel Your Car Insurance Policy. This is known as a cooling-off period.

If You cancel Your Car Insurance Policy during this period of time, provided You have not made a claim, We will refund Your premium upon the certificate and disc being returned. However, You will be charged with a set-up fee and a pro-rata premium for the period on cover, during the cooling-off period.

Definitions

The words and phrases defined have the same meaning wherever they are used in this policy, the certificate of motor insurance or the schedule and are highlighted throughout in bold print.

Accessories Motoring equipment kept for use with **your car**. This does not include a caravan or any other form of trailer.

Alteration of Risk

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate or has changed beyond what was reasonably contemplated when the contract of insurance was concluded. If you fail to do so and there is a change in the subject matter, Your Policy may be regarded as a Misrepresentation (see Impact of Misrepresentation section).

App An application you download to a mobile device

Audio Equipment Any radio, radio cassette, cassette player or compact disc player permanently fitted to **your car**.

Car The motor **car**/vehicle shown on the **certificate of motor insurance** and described in the **schedule**.

Certificate of Insurance

The document **you** must have as proof that **you** have the motor insurance to comply with the **Motor Insurance** law.

Completed Application Form

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance, This includes the answers and/or information to any prior proposal form or Completed Application Form supplied to You which was previously completed and provided by You (including provided at renewal or mid-term adjustment). You must answer all of the questions on the Completed Application Form/Signed Proposal Form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

Endorsement A change in the terms of the **policy** and is printed on the **schedule**.

Excess(es) The amount **you** will have to pay towards a claim.

Insurer AIG Europe S.A.

Market value The cost of replacing **your car** with a car of similar make, model, year, mileage, specification and condition as **your car** was immediately before the loss or damage **you** are claiming for.

Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by the Insured/Policyholder to any question on the completed Proposal form/Completed Application form document.

Period of insurance The period **you** are covered for as shown in the **schedule** and any subsequent **schedules**.

Policy The documents consisting of this wording, the **schedule**, the **certificate of motor insurance** and any **endorsements**.

Schedule The document that makes the **policy** personal to **you**. It sets out the **period of insurance**, the details of **your car** and the level of cover.

Terrorism Terrorism is any act including, but not limited to, the preparation of, use of the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention or coerce any government or put the public or any section of the public in fear or appears to be

intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of terrorism.

Third party Any person who makes a claim against anyone insured under this policy.

We, us, our **AIG Europe S.A.**

You, your The person named as the policyholder on the **certificate of motor insurance** and the **schedule**.

Family of Household Any member of the policyholder's family, or any other person, who is permanent or temporary resident at the policyholder's address

Details of Policy Cover

Comprehensive

All sections apply

Section 1 - Loss Or Damage To Your Car

We cover

Section A - Accidental Damage

Loss or damage to **your car**. This includes **accessories** and spare parts whether on or in **your car** or in **your** private garage, but only if lost or damaged at the same time.

Section B - Fire and Theft

Loss or damage to **your car** if it is damaged by fire, lightning, theft or attempted theft.

Basis of Claims Settlement

If **your car** is damaged or stolen **we** will, at our discretion, pay

- a) the cost of repairing any damage to **your car**; or
- b) an amount in cash equivalent to the value of any loss or damage to **your car**; or
- c) the cost of replacing **your car** with one of a similar type and in similar condition.

The maximum amount **we** will pay will be the **market value** immediately prior to the loss or damage. However, this must not be more than the estimate of value **you** have given to **us**.

If, to **our** knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** will make any payment to the legal owner.

The maximum amount **we** will pay for loss or damage to audio/visual equipment, computer or computer games, telecommunications and navigational equipment is €750, unless it is standard equipment for **your car** when built.

We will pay the reasonable cost of taking **your car** to the nearest suitable repairer and, after repair, to **your** address as shown in the **schedule**.

New Car Replacement

We will replace **your car** with a new one of the same make, model and specification (provided it is still available), if within 12 months of the date of first registration as new and **you** have been the first and only registered keeper

- **your car** is stolen and not recovered or;
- the cost of repair or damage covered by this **Policy** exceeds 60% of the list price, inclusive of taxes, when **your car** was new.
- the recorded mileage on **your car** not having exceeded 12,000 miles or 18,000 kilometres.

If **we** replace **your car** **we** will then own **your** old **car**.

Towage and Storage.

The maximum limit we will pay for all fees connected with towage and storage of your car provided you notify us within 48 hours of any accident or loss will be €300.

If you notify us more than 48 hours after any accident or loss we will determine the amount we deem reasonable to pay you for fees accumulated.

Replacement Locks

If the car keys or lock transmitter are stolen or lost of **your car** are stolen during the period of insurance **we** will pay for the cost of replacing:

- the door locks and / or boot lock;
- the ignition / steering lock;
- the lock transmitter and central locking interface.

Provided it can be established that the identity of the garaging address of **your car** is known to any persons in receipt of such keys or transmitters.

The maximum amount **we** will pay is €500.

Section 1 - Loss Or Damage To Your Car

We Do Not Cover

Section A

Also please see *General Exceptions* on pages 15 – 16

- The first €300 of any claim
- In addition the following accidental damage **excesses** also apply:
 - €300 whilst **your car** is being driven by or in the charge of an insured driver aged 21 - 24 or an insured driver who has held a full Irish or UK licence for less than 12 months
 - €200 whilst **your car** is being driven by or in the charge of an insured driver aged 25 or over with a full UK/EU or Irish Licence held for less than 12 months.
- Damage to tyres caused by braking or by punctures cuts or bursts
- Loss or damage where the windows are left open or the doors left unlocked
- Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in excess of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority
- Loss or damage caused by moth, vermin, insects or infestation or by domestic pets
- Loss or damage arising from **your car** being filled with the wrong fuel
- Loss or damage arising from the use of substandard or contaminated fuel, lubricants or parts.
- Loss or damage arising out of an accident where the driver was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
- Any gradually operating cause

Section B

Also please see *General Exceptions* on pages 23-24

- The first €300 of any claim
- Loss or damage as a result of theft or attempted theft if the keys (or keyless entry system) have been left unsecured or in or on **your car** whilst unattended
- Loss or damage where the windows are left open or the doors left unlocked
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in excess of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Any gradually operating cause

Section 2 - Liability To Others

We Cover

Section A. Legal Liability to Others

We will pay the amount of damages, claimant's costs and expenses and any other costs agreed between us in writing arising from:

- death or bodily injury to any person;
- accidental damage to the property of any person; for which the insured person is liable at law resulting from an accident during the **period of insurance** involving **your car**.

Section B. Legal Costs and Expenses

We will pay the following costs and expenses arising from an accident occurring during the **period of insurance**, as agreed in writing, which may result in a claim under this insurance:

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending a charge of manslaughter or reckless driving causing death

Section 2 - Sections A&B - We do not cover the following:

- Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an insured person.
- Any decision of a court outside of the Republic of Ireland, unless the proceedings are brought or judgement is given in a foreign court solely because **your car** was used in that country and **we** had agreed to cover it there.
- any amount exceeding €30,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.
- Loss or damage arising from **your car** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee.

Also please see *General Exceptions* on pages 23-24

Section 3 - Additional Covers

A. Glass in Windscreens and Windows

A. We Cover

If the windscreen or windows in **your car** are damaged **we** will pay for the cost of repair or replacement and the repair of any resulting scratching to surrounding bodywork

If this is the only damage you are claiming your no claim discount will not be affected

A. We do not cover - Also please see General Exceptions on pages 23-24

- Loss or damage to sunroofs
- any amount over €225 if the repair or replacement is not carried out by our approved glass replacement company.

B. Personal Accident

B. We Cover

If you or your spouse are accidentally injured as a result of an accident occurring during the period of insurance:

- while getting into, out of, or travelling in any car and within three months of the date of the accident, the injury is the sole cause of:
 - death;
 - total and permanent loss of all sight in one or both eyes;

- total loss of one or more limbs;
- total and permanent loss of use of one or more limbs;

we will pay a lump sum of €10,000 for each person following any one accident.

If you or your spouse have any other motor insurance with us, the maximum payment **we** will make is limited to €7500.

B. We do not cover - Also please see General Exceptions on pages 23-24

- Injuries arising if:
 - the injured person is over the age of 75 years;
 - the injury is as a result of intentional injury, suicide or attempted suicide;
 - the driver of the car arising out of an accident was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
 - following a post mortem examination found to have a higher level of alcohol, or drugs in his/her body than is prescribed in the Road Traffic legislation of the territory where the accident occurred
 - the injury is caused by earthquake;
 - the injury is caused by riot or civil commotion, other than in the Republic of Ireland.

C. Personal Belongings

C. We Cover

We will pay for accidental loss or damage to personal belongings occurring during the period of insurance while in or on **your car**. This includes the contents of a handbag.

The maximum amount **we** will pay is €300 in respect of any claim or claims arising from one occurrence.

C. We do not cover - Also please see General Exceptions on pages 23-24

- mobile telephones
- compact discs or cassettes
- Money, stamps, tickets, documents and securities.
- Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.
- Goods, samples or equipment carried in connection with any trade or business.
- Personal belongings insured under any other policy of insurance.
- Any consequential loss of any kind
- The theft or attempted theft of personal belongings, if your car has been left unlocked, left with the keys in it or left with a window or roof open

D. Medical Expenses

We cover

We will pay for medical expenses occurring as a result of injuries suffered in an accident incurred during the **period of insurance** while in **your car**.

The maximum amount **we** will pay is €150 for each person injured

E. Fire Brigade Charges

We Cover

We will pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in respect of any event which may be the subject of indemnity under this policy subject to a limit of €1,500 in respect of any one accident.

F. DriverPlus

We Cover

We will pay for the insured driver to receive advice and assistance from a medical and rehabilitation professional along with medical treatment costs from an approved medical care provider in the event of an injury following an accident while driving up to a maximum value of €300.

Section 4 – Foreign Travel

We Cover

A. Damage to **Your Car** Whilst Travelling Outside the Republic of Ireland or the United Kingdom

This **policy** operates throughout the Republic of Ireland and the United Kingdom including travel by sea between ports in the Republic Of Ireland. The cover under **your** policy is automatically extended when **your car** is being driven or used in any of the following countries for a maximum 45 days in any **one period of insurance**:

- any other country which is a member of the European Union;
- Switzerland, Iceland, Norway and Croatia.

Cover applies while **your car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If **you** cannot drive **your car** because of loss or damage covered by this **policy**, **we** will pay the reasonable cost of delivering it to your address in the Republic of Ireland. **We** will also pay the amount of customs duty you have to pay as a result of loss or damage.

If **your car** will be driven in any of the above countries for a period exceeding 45 days in any **one period of insurance**, cover will only be extended if **you** notify **us** in advance of **your** car leaving the Republic of Ireland.

B. Legal Liability Whilst Travelling Outside the Republic of Ireland or the United Kingdom

If **your** car is being driven or used outside the Republic of Ireland or the United Kingdom and cover has not been arranged with **us** in accordance with Section A above, **we** will provide the minimum cover required by local law to allow an insured person to drive or use your car in:

- any country which is a member of the European Union;
- any other country whose arrangements meet the requirements of and are approved by the Commission of the European Union.

Section 5 – No Claim Discount

A. No Claim Discount

If **you** do not make a claim within the **period of insurance** the premium for **your car** will be reduced in accordance with **our** No Claims Discount scale applicable at the time.

If a claim arises during the **period of insurance**, at renewal date **we** will reduce the No Claims Discount in line with **our** no-claims bonus scale applying at renewal date.

If a claim arises during any **period of insurance**, **we** will reduce your no claims bonus as follows

No Claims Bonus	Reduce to
1 Years	0 Years
2 Years	0 Years
3 Years	1 Year
4 Years	2 Years
5 Years or above	3 Years

If two or more claims arise in any **period of insurance**, **we** will reduce your no-claims bonus to zero at your next renewal

Your no-claims discount will not be affected by

- Payment under Section 3a Windscreens and Windows
- Payment under Section 1, Section B for a single Fire & Theft Claim
- Payments for emergency treatment the law says **we** must pay
- Payments (together with associated costs and expenses) which **we** later get back in full

- Payments for personal belongings and replacement locks

Introductory bonus

If **we** have reduced **your** first premium using an introductory or accelerated No Claims Discount, **we** will remove the reduction if a claim arises during the **period of insurance**. **We** will do this when **you** renew the policy.

You cannot transfer **your** no claim discount to anyone else and it can only be used on one vehicle at a time.

B. Protected No Claim Discount

This cover only applies if **your schedule** states that **you** have Protected No Claim discount.

In the event of a claim under any part of this Private Motor Policy **your** no claim discount will not be reduced unless **you** make more than 2 claims in any 5 consecutive **periods of insurance**.

If 3 or more claims occur **your** No Claim Discount will be reduced at the next renewal.

C. Deferment Clause

If any claim is notified or arises after the calculation of the No Claim Discount and issuance of the renewal invitation, AIG reserves the right to treat any such claim as having occurred in the next **period of Insurance**.

Section 6 – Car Sharing

If **you** carry passengers for social, domestic and pleasure including commuting to and from **your** or **your** passengers' usual place of work and receive a contribution towards your costs, **we** will not regard this as constituting the carriage of passengers for hire or reward, or regard **your** car as being hired provided that:

a) **your** car is not constructed or adapted to carry more than 7 passengers, other than the driver;

- b) the passengers are not being carried in the course of a business of carrying passengers;
- c) the total contributions received for the journey concerned do not involve an element of profit.

Should **you** be in any doubt whether **your** car sharing arrangements are covered by this **Policy** you should seek confirmation from **us** immediately.

Section 7 – Driving Other Cars

If **your Certificate of Insurance** says so, **we** will also cover **you**, the policyholder, in the event of an emergency, for **your** liability to other people while **you** are driving any other private motor car which **you** do not own or have not hired or leased, as long as;

1. the vehicle is not owned by **your** employer or hired to them under a hire-purchase or lease agreement
2. **you** currently hold a Full European Union (EU) Licence
3. the use of the vehicle is covered in the **Certificate of Insurance**
4. cover is not provided by any other insurance
5. **you** are not connected in any way with the Motor or Licence Trade
6. **you** have the owners permission to

drive the vehicle

7. the vehicle is in a roadworthy condition; and
8. **you** still have **your** vehicle and it is not damaged beyond cost-effective repair
9. The vehicle driven must be of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle

This extension applies while being driven within the territorial limits and only to private passenger vehicles. It does not include;

- Vans
- Car – Vans
- Jeep – type vehicles with no seats in the back; or
- Vans adapted to carry passengers

Section 8 – Breakdown Assistance and Home-Start

We will pay for the following kinds of breakdown. Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a tyre, lost keys, stolen keys and keys broken in the lock or locked in the car.

Cover applies in the 32 counties of Ireland, and in England, Scotland and Wales. However, **we** do not cover the benefits 'Finishing the journey' or 'Theft of **your** car' while **your** car is in England, Scotland or Wales (apart from as set out below).

The following benefits are available.

1. Roadside and driveway assistance

We will send a Recovery Agent to help **you** at the scene. If **your** vehicle can be repaired immediately, **we** will provide up to one hour free labour in situ. The driver must be with the vehicle when the Recovery Agent is tasked, if they are absent any subsequent assistance will be at **your** own cost.

2. Towing

We will cover the cost of towing the car to:

- the nearest competent repairer; or
- recovery yard - or **your** Home; whichever is closer.

3a) Finishing the journey in the 32 counties of Ireland.

(Cover only applies when **you** are

more than 30 kilometres from **your** home.) If repairs cannot be carried out at the scene, **we** will pay for:

- reasonable public transport costs for **you** and **your** passengers to **your** intended destination; or
- a replacement car for up to 48 hours and reasonable public transport costs to transport **you** back to collect **your** car when repaired; or
- bed-and-breakfast accommodation while **you** and **your** passengers are waiting for repairs to be finished (up to €150 in total).

3b) Finishing the journey in England, Scotland or Wales.

If the Recovery Agent is not able to carry out repairs at the scene of the breakdown, **we** will provide a replacement car for up to 48 hours. The most **we** will pay for this is £100 stg. If **your** car cannot be repaired before **your** departure date, **we** will pay for **your** car to be towed to the port in England, Scotland or Wales **you** are leaving from. The most **we** will pay for this is £250 stg.

4. Theft of your car

If **your** car has been stolen and not recovered within 24 hours, **we** will provide a replacement car:

- for up to five calendar days; or
- until **your** car is recovered; whichever is sooner.

This cover only applies in the 32 counties of Ireland. **You** must also report the theft to **us** and the Gardaí immediately.

Messages

We will pass on up to two urgent messages on **your** behalf.

Exclusions to Section 8

We will not pay for the following.

1. Any liability or loss arising from any act carried out in providing the assistance service.
2. Expenses **you** can claim from any other source.
3. Any claim arising where the car is carrying more passengers or towing a greater weight than it was designed for, or arising directly from unreasonable driving on an unsuitable surface.
4. Any accident or breakdown resulting from a deliberate act.
5. The costs of repairing the car, other than as described in the benefits section.
6. The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the car again.
7. Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the car.
8. The benefits are subject to a maximum of three assists per annum. **We** will not be responsible where we are asked to provide the service for a fault that was dealt with in the preceding 28 days,

excluding punctures.

9. Assistance will not be provided if the vehicle is immobile due to snow, ice or ingress of water.

Limit of responsibility

We will not be responsible to **you** if we are not able to provide the services set out in this section.

The commercial conditions for hiring a replacement car apply. These conditions include, but are not limited to, the following:

- The driver must provide a full driving licence, which must be free of endorsements.
- The driver must provide a cash or credit card deposit.
- The car must be returned to the pick-up point.

We will not be responsible to **you** if **we** fail to meet any of our responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including government), whether local, national or international;
- the fault of any supplier, agent or other person;
- labour disputes or difficulties; or
- any other event beyond **our** reasonable control.

General Conditions

These General Conditions apply to all sections of this Policy.

1. General

We will provide the cover described in this insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the **policy**
- b) **your car** is being used or driven in accordance with the terms of the **Certificate of Insurance**

2. Your Duty to Prevent Loss or Damage

- a) **You** must maintain **your car** in a safe and roadworthy condition and take all reasonable steps to safeguard against any loss, damage or bodily injury. **Your car** must be covered by a valid (NCT) certificate if one is required by law.

In the absence of a valid NCT certificate all cover under **Section 1** is excluded

- b) **You** Must maintain all tyres on **your car** within the legal tread depth requirements. If any of **your** tyres are below the minimum legal tread depth all cover under **Section 1** is excluded.

3. Your Duty

You must not act in a fraudulent way. The information supplied by You or on Your behalf is the basis of Your contract of Insurance with us. You must ensure that this information is true and accurate, and has been provided by You honestly and with reasonable care. You must answer all questions on the Completed Application form honestly and with reasonable care. This includes the answers and/or information to any prior proposal form (including provided at renewal or mid-term adjustment) or Completed Application form supplied to Us which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in any proposal forms or the Completed Application form and the Completed Application form the most recent answers and information supplied in the Completed Application form will prevail.

Failure by You to answer all questions honestly and with reasonable care may result in this Policy being cancelled or We may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of Your

Contract of Insurance, as detailed under the Impact of Misrepresentation condition. You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the completed proposal form is inaccurate or has changed. Information which alters the subject matter of your contract of insurance is any fact that AIG Europe S.A. (AIG) would regard as likely to affect the acceptance or assessment of the risk. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. Should we take any of these actions against you, you will be obliged to disclose them on any future request for cover or quotation with Us or any other insurer. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. In addition, by agreeing to the answers and/or information produced in the Completed Application form you represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this Policy and to give the consents set out

above on behalf of each such person. We reserve the right to reassess cover and premium following notification of any Important Information.

If any claim under this Policy (other than under Section 2 – Liability to Third Parties) is in any respect fraudulent, or if any fraudulent means or devices are used by You or any person acting on Your behalf to obtain any benefit under this policy You will forfeit all benefits under the Policy. Any person claiming indemnity under this Policy must adhere to the Terms and Conditions of the Policy.

4. Special Conditions
Any Special Conditions shown in your **schedule** apply to all sections of this **policy** unless specifically stated otherwise.
5. Cover When in the Hands of the Motor Trade
Your car (or any borrowed vehicle where allowed by **your Certificate of Motor Insurance**) must only be driven or used as permitted by **your Certificate of Motor Insurance**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you**.

6. Kilometres

We reserve the right to establish the kilometres on **your car** at any time as **your** premium has been calculated using the annual kilometres provided by **you**.

Where the annual mileage has been exceeded **your** premium will be increased to reflect the correct kilometres driven and **you** will be responsible to repay the shortfall in premium.

7. Driving Licence Conditions, Limits & Restrictions.

■ Any driver who is covered by the terms of the motor certificate must adhere to any restriction and/or conditions on their driving licence. This includes conditions on the licence relating to the class of vehicle being driven.

■ Any learner permit licence holder who is covered under the terms of the motor certificate must adhere to the requirement to be accompanied while driving at all times by another driver holding a Full Irish, UK or EU licence

8. Payments Under Compulsory Insurance

If **we** are required to make a payment solely because of the compulsory insurance law of a country to which **your policy**

applies, **you** must repay this amount to **us**.

9. **Your** Duty in the Event of a Claim
In the event of a claim **you** must:

- a) notify **us** as soon as reasonably possible with full details of any incident, which may result in a claim and;
- b) notify the Gardai as soon as **you** are aware of any insured property that has been lost or stolen;
- c) take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- d) forward to **us** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- e) provide **us** with all the necessary information and assistance that **we** may require;
- f) not admit liability or make an offer of payment without **our** written consent;
- g) not abandon any property to **us**;
- h) provide all reasonable evidence to support **your** claim.

10. Our Rights in the Event of a Claim

You must recognise **our** right to:

- a) take over and deal with the defence or settlement of any claim in **your** name;
- b) take proceedings in **your name**, but at **our** expense, to recover for **our** benefit the amount of any payment made under this **policy**;
- c) exercise full discretion over the conduct of any proceedings and in the settlement of any claim.
- d) we will withhold any claims settlement payments until all balances on **your policy** have been settled in full.

11. Fraudulent or False Claims

If any claim or part of a claim is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this **policy** shall become void and any claim under it will be forfeited. If **we** have already made any payment this must be repaid to **us**.

12. Law and Jurisdiction

This **policy** is subject to Irish Law and the Irish courts shall have exclusive jurisdiction in respect of all disputes.

13. Cancellation

- a) If **you** find that this **policy** does not meet **your** needs, return the documents to **us** within 14 days of receipt.
- b) **You** may cancel this **policy** at any time and all cover will immediately cease from that date. **You** must immediately return the **Certificate of Motor Insurance** to **us**. Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current period of insurance.
- c) **We** may cancel this policy by giving **you** 10 days written notice to **your** last known address. All cover will cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**. Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current period of insurance.

- e) In the event of a total loss claim under this **policy**, all remaining premiums for the period of this **policy** will immediately become due. **We** reserve the right to deduct this amount from the claims settlement.
14. Other Insurance
If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** rateable share.
15. Payment by Instalments
If **you** pay **your** premium by instalments under a credit agreement **you** must pay each instalment when it is due. **We** have only agreed to receive the premium from **your** credit supplier on the condition that, if **you** default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, **we** will have the option to cancel the **policy** in accordance with the cancellation condition set out above. If **we** do so, the sum due from **you** will be recalculated pro-rata based on the actual duration of cover. **You** must pay any balance outstanding. If there has been any overpayment by **you**, this will then be refunded.
16. Insurance Act 1936
All monies which become or may become due and payable by **us** under this **policy** shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland
17. Finance Act 1990
The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.
18. Temporary Replacement vehicle
If the insured vehicle is out of use as a result of a claim for loss or damage insured under this policy **we** will cover **you** for any hiring charges you have to pay in getting a temporary replacement car from **our** recognised list of current approved repairers.
Under this endorsement **we** will not pay more than €200 for any one event. This will not apply where the only damage is broken glass in the windscreen or windows of the insured vehicle
19. Proof of Documentation
We have the right to request at any time proof of documents (NCT, residency, licence etc) to support the Completed Application Form. Failure to produce these could result in your policy being cancelled or special conditions imposed

20. The Impact of any Misrepresentation by you, is as follows:

(a) **Innocent Misrepresentation:**
Where you have answered all questions in your proposal form honestly and with reasonable care but where you made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.

(b) **Negligent Misrepresentation:**
If you make a negligent misrepresentation or fail to take reasonable care in completing your proposal form your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:

(a) If knowing the full details we would not have entered into the insurance contract, we may avoid the contract, refuse all claims and return any premiums paid by you.

(b) If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.

(c) If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.

(d) Where there is no outstanding claim under the insurance contract, we may either:

(i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or

(ii) terminate the contract by giving reasonable notice to you.

(c) **Fraudulent Misrepresentation:** If you make a fraudulent misrepresentation or where any conduct by you involves fraud of any kind we shall be entitled to avoid the contract of insurance and refuse any claims.

21. Alteration of Risk

You must either immediately or as soon as reasonably possible inform Us if any of the answers or information given in the completed proposal form is inaccurate or has changed. Failure to do so may be regarded as a Misrepresentation and this Policy may be voided in respect of any risk or item thereof in regard to which there is any alteration which changes the subject matter of this Insurance (please refer to Impact of Misrepresentation section).

22. Sanctions

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

General Exceptions

These General Exceptions apply to all sections of this **policy**.

1. Use and Driving
We will not pay for any loss, damage or bodily injury whilst **your** car is being driven or used;
 - a) other than for the purposes as specified in your **Certificate of Motor Insurance**
 - b) by anyone who does not hold a licence to drive **your** car or anyone who has held but is currently disqualified from holding or obtaining such a licence
 - c) by anyone driving without **your** permission
 - d) in an unsafe condition.
 - e) by any person other than those specified in the **Certificate of Motor Insurance**
 - f) anyone who fails to fulfil the terms and conditions of this insurance
2. Agreements Made by **You**
We will not pay for any loss, damage, bodily injury, illness or disease that arises as a result of any written or verbal agreement entered into by any insured person unless the liability for such loss, damage, bodily injury, illness or disease would have applied had the agreement not existed.
3. Territorial Limits
We do not cover any accident, injury, loss, damage or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man other than as provided for in Section 4 - "Foreign Travel."
4. Deliberate Acts
We will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by **you** or an insured person.
5. Defective Materials
We will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials.
6. Terrorism
We will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event, except as required by the Road Traffic Acts.

7. War Risks

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;
- confiscation, nationalisation or requisition;
- the order of any government, public or local authority.

8. Sonic Bangs

We will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

9. Pollution & Contamination

We will not pay for any loss or damage directly or indirectly caused by pollution and / or contamination.

10. Radioactive Contamination and Explosive Nuclear Assemblies

We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

11. Earthquake

We will not pay for any injury loss or damage (Except under Section 2 - Liability to Others) caused by Earthquake.

12. Riot and Civil Commotion

We will not pay for any injury loss or damage (except under Section 2 - Liability to Others) caused by riot or civil commotion occurring other than in the Republic of Ireland, Northern Ireland, United Kingdom, Channel Islands or the Isle of Man.

13. Airside

We will not pay for any loss damage or liability while **your** car is parked or is being driven in any part of an airport or airfield set aside for:

- moving taking off or landing of aircraft;
- aircraft parking areas and associated roads and ground equipment parking, maintenance or refuelling areas.

How We Use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants and other business contacts.

“**Personal Information**” identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why –

Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims

- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Opt-Out

To opt-out of any marketing communications that we may send you, contact us by e-mail at: postmaster.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If you opt-out we may still send you other important service and administration communications relating to the services.

Sharing of Personal Information -

For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies,

healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about

international transfers is set out in our Privacy Policy (see below).

Security of Personal Information –

Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).



Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <https://www.aig.ie/privacy-policy> or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.

ADVICE ON HOW TO MAKE A CLAIM

This information does not form part of your contract of motor insurance. It is intended as a guide in the event that you need to make a claim.

24 Hour Claims Helpline 01 859 9700
Claims E-mail: claims.ie@aig.com

WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law: -

- a) You must stop - it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your car and the insurer.
- c) If You are unable to notify the police at the scene of the accident, you must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the garda if they need to see it.

How do You notify us of Your claim?

First check Your Schedule to make sure You are covered for the loss or damage You are claiming for.

1. If You have been involved in an accident, or Your Car has been stolen or is damaged by Fire, You should contact the AIG Express Claims Team who will advise You how to proceed. The telephone

number is shown at the front of this policy document and above.

You will be asked to do the following:-

- a) Supply as much information as You can concerning the Incident. This may be
 - completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate; or
 - telephoning the AIG Express Claims Team directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VRD, NCT Certificate & purchase receipts, spare keys if Your Car has been stolen.
- c) Send any communication You receive in connection with Your claim to AIG Express Claims Team, 30 North Wall Quay, IFSC, Dublin 1. You must not admit liability or deal with any correspondence Yourself.

- d) Report any vandalism or theft to the police and obtain a crime report number.

Please note: Even if You are not covered for damage to Your Car, You must still advise us of the incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

2. If the **windscreen** or windows of Your Car are damaged, You should

- a) telephone Us on the number shown below. You will need Your current Certificate of Motor Insurance and Your Completed Application Form and/or Schedule ready to confirm that You are covered for this damage.

**Windscreen Helpline
01 859 9899**

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have your windscreen repaired, You will not have to pay Excess.

- c) If it is not possible to repair Your windscreen or if the damage is to the windows of Your Car, **we** will instead arrange for it to be replaced. You will be asked to pay the Excess shown in Your Completed Application Form and/or Schedule for the replacement of the windscreen or body glass.

Complaints Procedures

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for complaint **you** should contact:

The Customer Complaints Officer
AIG Europe S.A., 30 North Wall
Quay, IFSC, Dublin 1, D01 R8H7.
Phone: +353 1 208 1400
E-mail:
customercomplaints.ie@aig.com
Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

At any stage **you** may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC, Dublin 1, D01 E7E8.
Phone: +353 1 676 1820
Fax: +353 1 676 1943
E-mail:
feedback@insuranceireland.eu
Website:
http://www.insuranceireland.eu

Financial Services and Pensions
Ombudsman
3rd Floor, Lincoln House,
Lincoln Place, Dublin 2, D02 VH29.
Phone: +353 1 567 7000
E-mail: info@fspoi.ie
Website: www.fspoi.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com ;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: <http://www.aig.lu/>: or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: <http://www.caa.lu>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link:
<http://ec.europa.eu/consumers/odr/>

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, <http://www.caa.lu/>.

AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 1890 77 77 77. Fax: 01 6716561. E-mail: enquiries@centralbank.ie. Web: <http://www.centralbank.ie>.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

It will assist us in dealing with any complaint if the policy number shown in the schedule is quoted in all communications in relation to the complaint.

AIG Europe S.A., Ireland Branch is an insurance company

We don't provide advice or any personal recommendation about
this product

Employees are paid a salary. We do not pay them bonuses or
commissions directly linked to sales



AIG Europe S.A.
30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.

CP - 04/2023