



# BOXX CLEVER

*Clever savings for smart driving!*

December 2018



## 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](mailto: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.

## The Key Cover Benefits\*

1. Real time tracking, rewards for safe driving and reward Kms
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. Theft Tracking Device (to help find your car if stolen)
4. Unlimited windscreen cover if an Approved repairer used
5. Up to €500 replacement locks cover
6. Up to €300 in car personal belongings cover

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

## HELPLINES FOR NEW CLAIMS NOTIFICATION

ACCIDENT HELPLINE 01 859 9700

WINDSCREEN CLAIMS 01 859 9899

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# Welcome to AIG Box Clever

Thank **you** for choosing to purchase an AIG Insurance policy.

This is **your** Private Car **Policy** Document and forms part of your **policy** together with:  
**Your statement of fact**  
**Your schedule** (which shows any **endorsements** that apply which change **your** insurance cover)  
the **certificate of motor insurance**

So that **you** understand what **you** are covered for, please read all of these documents together and keep them safe. The **policy schedule** tells **you** which sections of the **policy** apply. Please check all the above documents carefully to make certain they give **you** the cover you want.

**You** should keep a complete record of all information (including copies of letters) supplied to **us** in taking out this insurance.

The documents will be available for you to see and print in [www.ratemydrive.ie](http://www.ratemydrive.ie)

To make a change to **your car** insurance or to top-up **your** kilometres, please visit **your** insurance broker

**If you have an accident or need to make a claim:**

**24 Hour Claims Helpline**  
**01 8599700**

**Windscreen Claims Helpline**  
**1850 200 552**

Call this 24-hour number to arrange for your windscreen to be repaired or replaced (refer to page 33 for more details).

# Your Private Motor Policy

This **policy** document is evidence of a legally binding contract of insurance between **you** (the Insured) and **us** (AIG Europe S.A.).

The contract is based on the information **you** provided on your signed proposal form, or **statement of fact** and any other information given either verbally or in writing by **you** or on **your** behalf at the time you applied for insurance.

**We** have agreed to insure you against liability loss or damage that may occur within the **territorial limits** of the **policy** during any **period of insurance** for which you have paid, or agreed to pay the **premium**. The cover we provide is subject to the terms, conditions and exceptions contained in this **policy** document or in any **endorsement** applying to this **policy** document.

Nobody other than you (the Insured) and **us** (AIG Europe S.A.) have any rights that they can enforce under this contract except for those rights which they have under road traffic legislation in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to Irish Law.

The terms and conditions of this

**policy** and all other information concerning this insurance are communicated to you in the English language and we undertake to communicate in this language for the duration of the policy

This **policy** is underwritten by AIG Europe S.A., **AIG House**, 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.



Declan O'Rourke  
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.

# Definition of Words

Whenever the following words or phrases appear in your **policy** in bold they will have the meanings given below unless we state otherwise.

## Accessories

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

## Box

The telematics device (the **box**) fitted to your **car** which provides data to us based on the use of your **car**

## AIG Box Clever Score

Based on how you drive your **car** and used by us to calculate your **reward kilometres** and your insurance **premium**

## Car

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

## Certificate of Motor Insurance

The document you must have as proof that you have the motor insurance required by law, showing who can drive your **car** and for what purposes it can be used

## Endorsement

A clause which changes the terms of your **policy** and is printed on the **schedule**

## Excess(es)

The amount you will have to pay towards a claim. The **schedule** shows the amount of **excess** applicable for each driver and any other **excesses** due. **You** are responsible for the sum of all the **excesses** that apply

## Family or Household

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

## In-car entertainment

Radios, cassette, compact disc or DVD players, telephones, CB communication and radios or visual navigation equipment which are permanently fitted to your **car**. Portable items (such as radar detection equipment, navigational equipment personal digital assistants or portable GPS navigators), cassette tapes, compact discs or DVDs are not included within this definition

## Insured Person

**You** or any person driving or using your **car** with your permission as long as this is permitted by your current **certificate of motor insurance**

## Insurer

AIG Europe S.A.

## Kilometres

The distance travelled by your **car** and recorded by the **box** fitted to your **car**

which can be viewed in [www.ratemydrive.ie](http://www.ratemydrive.ie)

### 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

### Ratemydrive.ie

Your personal online login area which displays your **AIG Box Clever score** based on your driving behaviour. It also includes your **statement of fact** and other important documents. Login details will be sent to you by email after you have purchased a policy

### Period of insurance

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

### Policy

The documents consisting of your **statement of fact**, this document, the **schedule** (which shows any **endorsements** that apply which change your insurance cover) and the **certificate of motor insurance**

### Policyholder

The individual whose name is shown on the **schedule** and the **certificate of motor insurance**

### Policy Kilometres

The number of **kilometres** upon which your annual **premium** is based

### Premium

The price we will charge you for the number of **kilometres** of insured driving as shown on your **schedule**

### Reward Kilometres

Additional **kilometres** awarded by **us** to encourage and reward safe driving. Details of how you can earn **reward kilometres** each month can be found at [www.ratemydriving.ie](http://www.ratemydriving.ie)

### Schedule

The document that makes the **policy** personal to **you**. It sets out the **period of insurance**, the name of the **policyholder**, the details of your **car** and the level of cover plus any **endorsements** which vary the terms and conditions of this **policy**

### Statement of Fact

The latest document which confirms all the details supplied by **you**, or someone on your behalf, to **us** and which forms the basis of this contract

### Territorial Limits

Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands, or while the **car** is being transported by sea, air or rail (including loading and unloading) between these places

## **Terrorism**

Any act including, but not limited to, the preparation of, or 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 to 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 or any act deemed by the government to be an act of **terrorism**

## **Third party**

Any person who makes a claim against anyone **insured person** under this **policy**

## **Top up kilometres**

Additional **kilometres** you can buy if you run out of **policy kilometres** during the **period of insurance**

## **Dotsys Ltd**

System provider

## **We, us, our**

AIG Europe S.A.

## **You, your**

The person named as the **policyholder** on the **certificate of motor insurance** and the **schedule**



# Important Terms of your Policy in relation to Telematics

By taking out a **AIG Box Clever policy** **you** agree to having a **box** professionally fitted to **your car** by **us** or **our** approved installer and to having **your** data collected and used as provided for below.

**We** issue **you** with a **certificate of motor insurance** and provide cover to **you** subject to the terms and conditions of **your policy** for an initial period of 12 months.

**Your** cover is connected to the number of **kilometres** that **you** drive. When **you** purchase **your policy** from **us**, **you** choose and pay for **policy kilometres** for the **period of insurance** which are measured when **you** drive **your car** by a telematics **box** fitted to **your car**. **You** can earn **reward kilometres** for safe driving and/or buy additional **top-up kilometres** if **you** need more than the **policy kilometres** **you** are allowed in any one **period of insurance**. Please see Important Terms of **your** Policy Item 11 **Kilometres** for more details.

**You** must notify all **insured persons** on **your policy** or any other person who drives **your car** that a **box** has been installed in **your car**, that their journey will be monitored and data collected, that **you** will have visibility of their data via [www.ratemydriving.ie](http://www.ratemydriving.ie) and provide them with the information set out in this **policy** regarding the use of their personal information.

If you sell **your car** **you** must advise **us** of the sale of the **car** so that **we** can de-activate the **box** and **you** must also advise the new owner of the **car** that a **box** is fitted.

## 1. Data to be Collected

The **box** will capture data from the date of installation via an electronic data feed which will translate the GPS co-ordinates from the **box** providing various information including speed limit of the road, road type and the road surface **you** are driving on at that time.

The types of driving behaviour which will be recorded may include time and date of journey, distance travelled, location coordinates, speed, braking frequency and force, acceleration and cornering.

**We** will collect this data in respect of any driving of **your car**. Therefore **we** will collect this data in respect of **your** driving and all other **insured persons** or any other person driving **your car**.

## 2. Use of Data Collected

The data will be used to calculate **your AIG Box Clever score**. In addition **we** may aggregate information obtained from the data to conduct anonymous

profiling and to develop **our** products and services.

Dotsys Ltd will process and securely transmit the anonymised data to **us**.

**We** are a data controller as defined in the Data Protection Acts 1988 – 2003. **We**, **our** agents and **our** service providers will process **your** information in accordance with the Data Protection Acts 1988 – 2003.

The information obtained through the **box** will be used by **us**, **our** agents or **our** service providers:

- In respect of the installation, removal, de-activating and servicing of the **box**;
- To provide **you** with data on [www.ratemydriving.ie](http://www.ratemydriving.ie) regarding **your** driving;
- In the calculation of **your** **AIG Box Clever score** based upon **your** recorded driving behaviour;
- Where **you** make a claim;
- To provide **you** with theft tracking in respect of **your** **car**;
- To aggregate information which **we** will use in the development of **our** products and services including the **AIG Box Clever score** calculation.

### 3 Disclosure to Third Parties

**We** may disclose information collected by the **box**:

- Where **you** have provided **your** consent in the Telematics Services Agreement between Dotsys Ltd and **you**;
- To **our** agents and service providers in connection with this agreement;
- If **we** are legally obliged to disclose that information by virtue of legislation, regulation or court order;
- For the purposes of addressing insurance fraud.

### 4. How Long Retain Data

**We** will retain the information **you** have provided **us** and the data **we** collected for as long as is permitted by law. Information and data collected via the **box** will be kept for up to six years after the conclusion of **your** relationship with **us**.

### 5. Your Rights Regarding the Data

**You** have a right to access, correct or object to the use of, or request deletion or suppression of personal information on certain grounds. Please see “How **We** Use Personal Information” at page 42 of **your** **policy** for further information.

## 6. Box Installation

When **you** take out **your policy** or change **your car**, **we** or **our** approved installer will contact **you** to arrange for a **box** to be fitted to **your car**.

**We** will pay the cost of:

- The **box**;
- Fitting the **box**;
- Retrieving data from the **box**.

**We** will arrange to have the **box** fitted within 14 days of **you** taking out a **policy** with **us**. **We** will contact **you** to arrange a mutually convenient time and place to undertake the fitting. **We** reserve the right to nominate an alternative site near **your** home or place of work to fit the **box**.

If **we** so request, **you** must allow **us**, or **our** approved supplier, access to **your car** to retrieve the **box** in the event of **you** cancelling or not renewing **your policy** with **us**. Upon cancellation of **your policy**, **we** will remotely deactivate the **box**.

It is **your** responsibility to ensure that **you** have the agreement of any co-owner, hire purchase company or any other person that has a legal interest in **your car** before the **box** is installed. The **box** will be fitted discreetly by professional engineers who have

been trained according to strict guidelines. The **box** is compatible with any type of vehicle and will not affect any manufacturer or aftermarket warranties that may apply to **your car**.

## 7. Late Cancellation of Appointment to Install Box

If **you** do not present **your car** at the time and location agreed with **us** or **our** installers for the installation or de-installation of the **box**, or if **you** cancel such an appointment with less than 24 hours notice then **we** reserve the right to charge **you** for the costs **our** approved installer incurs as a result.

## 8. Documents

To enable **us** verify the accuracy of information provided by **you** to **us**, the following documents must be sent to **us** within 14 days of **your policy** commencing:

- 1 **Your** driving licence;
- 2 Proof of **your** no claims bonus (if **you** are claiming any).

Failure to provide the required documentation may lead to **your policy** being cancelled within the terms set out in General Conditions 4 'Cancellation'.

When **our** approved installer

comes to fit the **box** a photograph of **your car** will be taken.

## 9. Dealing with Faults and Limitations of Service

In the event of the **box** developing a fault during the **period of insurance**, **we** will contact **you** and make all reasonable efforts to repair or (at **our** option) replace the **box** free of charge. **We** will arrange with **you** a mutually convenient time and place for a replacement **box** to be fitted. **You** must give us access to **your car** within 7 days of being notified of the fault or, where there are exceptional circumstances that prevent **you** from doing so, within a reasonable time. Any kilometres driven during this time will not be included in calculating **your** **AIG Box Clever score**.

**You** accept that the **box** uses the battery power supply and so there may be a small drain on **your** battery even when **your car** is not being used. **You** accept it is **your** responsibility to maintain **your car** and battery in good working order. To help alert **you** of any battery issues, **we** will advise **you** if the **box** detects a low battery charge. The collection and transmission of data by the **box** and the provision of the theft tracking may occasionally be impaired or

interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **box**.

The transmission and receipt of data is dependent upon mobile telecommunications services and **you** acknowledge that this service may be interrupted, circumvented or compromised. If transmission of data is affected in the manner described in this paragraph, this does not necessarily mean the **box** is defective. However, **we** will make reasonable efforts to rectify the problem with such transmission where it is possible for **us** to do so.

Where there is no GPS signal the **box** has no data to record so any kilometres driven during this time will not be included in calculating **your** **AIG Box Clever score**.

During the **period of insurance** **we** may, at **our** discretion, replace the **box** at **our** expense with any other telematic unit providing **you** with at least the same functionality. This will enable **us** to ensure the **box** is updated if there are technological changes or improvements.

## 10. Your Driving

Once the **box** is installed, just drive as **you** normally would. The **box** allows us to understand how safely **you** drive **your car**, how far **you** travel and when **you** use it.

**We** use the data the **box** sends to **us** to provide **you** with **your** **AIG Box Clever score** based on how safely **we** interpret **your** driving. **You** can view **your** **AIG Box Clever score**, and see how it has changed over time on [www.ratemydriving.ie](http://www.ratemydriving.ie), **your** own personal dashboard website.

**Your AIG Box Clever score** can be affected by the way other people drive **your car** and it is **your** responsibility that **insured persons** are aware of this.

## 11. Kilometres and Calculating Your AIG Box Clever Score

When **you** take out a **policy** **you** choose the number of **policy** kilometres **you** require. If **you** use up all of **your policy** kilometres and any reward kilometres **you** may have been allocated before the end of the **period of insurance**, **you** must buy **top up kilometres** or **we** will cancel **your policy**. **You** can buy **top up kilometres** in

bundles of 400, 800 or 1,500 kilometres at any time during the **period of insurance**.

### Important

Please choose the level of kilometres **you** require carefully as it is more expensive to choose a lower level of **policy** kilometres plus **top up kilometres** than it is to buy the higher number of **policy** kilometres at the start of **your policy** or at renewal.

If **you** use up the kilometres **you** have purchased (including any **top up kilometres**) or have been rewarded and **you** choose not to purchase additional kilometres then **we** will cancel this **policy**. Please refer to General Conditions 4 'Cancellation'.

If **you** have not used all of **your** kilometres when the **policy** is due to be renewed, any of the original **kilometres** that are not used are lost and are not credited to the next **period of insurance**. There is no financial exchange for unused **kilometres**. However, any unused top up and/or **reward kilometres** will be credited to **your overall kilometres** for the next **period of insurance**.

When **your policy** is renewed,

**you** will receive a renewal notice based upon the number of **policy kilometres** we think **you** will need however, **you** can amend this level if **you** wish. Any top-up and/or **reward kilometres** that have been carried forward are used first before the new **policy kilometres**.

A high **AIG Box Clever score** is achieved where **we**, in **our** absolute discretion, determine that **you** have demonstrated good driving behaviour. which is based on the overall driving of the car including any others driving **your car**.

Driving behaviour will be calculated to reflect the risk of **you** making a claim rather than determining how skilful **you** are as a driver.

### Important

Please note that although **you** may start earning **reward kilometres** immediately (by having a high **AIG Box Clever Score**), **you** will not be able to see them on [www.ratemydrive.ie](http://www.ratemydrive.ie) for the first 3 months after **your period of insurance** commences. During this time **we** will be collecting information from the telematics boxes of all **our** customers to ensure that **we**

deliver to **you** a system which accurately and fairly rewards good driving behaviour.

Only the **policyholder** and any **insured person** named on **your current certificate of motor insurance** may drive **your car**.

## 12. Premiums

**We** will not increase **your** premium in the first year based on the data obtained from the **box** or cancel **your policy** based on data obtained from the **box** (unless **you** are found to be driving **your car** in excess of 160kph or **we** may cancel otherwise in accordance with the terms and conditions of **your policy**).

However if **you** use up all of **your** initial allocation of kilometres during the **period of insurance** and **you** have not been allocated **reward kilometres**, in order to continue **your** insurance cover for the remainder of the **period of insurance**, **you** will have to purchase **top up kilometres** at an additional cost to **you**.

On renewal **your** premium may be increased or decreased taking into account **your AIG Box Clever score** in the previous **period of insurance** (and any other relevant terms of **your policy**).

## 13. Speed

### Important – Speeding

- a) If the **box** detects that your car has been driven at 160km/h or over on a public road, **your policy** will be cancelled under the terms shown in General Conditions 4 'Cancellation'.
- b) If the **box** detects that **your car** has persistently been driven above the speed limit and **we** have given **you** at least three speeding warnings, **your policy** will be cancelled under the terms shown in General Condition 4 'Cancellation'. Persistently means **the box** has detected a **dangerous speeding event** a further two times after our second speeding warning.

### Dangerous speeding event

For the purposes of this section of the **policy** and general condition 4, a **dangerous speeding event** occurs where the **box** detects that **your car** has been driven 25% or more above the speed limit for the road being travelled on.

For example where the speed limit is:

40km/h, a **dangerous speeding event** occurs if your car has been driven at 50km/h or over;

60km/h, a **dangerous speeding event** occurs if your car has been driven at 75km/h or over;

100km/h, a **dangerous speeding event** occurs if your car has been driven at 125km/h or over;

120km/h, a **dangerous speeding event** occurs if your car has been driven at 150km/h or over.

### Speeding Warning

**You** will be given a speeding warning (as outlined below) where the **box** detects that your car has been driven above the **speed limit**.

Speeding Warning 1 - **You** will be given a speeding warning where the **box** detects more than two **dangerous speeding events** (i.e. the speeding warning will be given on detection of the third **dangerous speeding event**).

Speeding Warning 2 – **You** will be given a second speeding warning where the **box** detects a further two **dangerous speeding events** after the first speeding warning. The second speeding warning will warn **you** that the **policy** will be cancelled if **you** continue to speed.

Notice of cancellation – **You** will be given notice of cancellation of **your policy** where the **box** detects a further two **dangerous speeding events** after the second speeding warning.

#### 14. Theft Tracking

**You** must report the theft to the Gardai and obtain a Garda Incident Number, to verify a theft has taken place and **you** must report the incident to **our** claims department on 01 8599700.

**You** will be responsible for any charges in respect of storage or recovery of **your car** by the Gardai.

#### 15. Accident Tracking

By virtue of the existence of GPS tracking functionality, **we** should be aware if an accident occurs. Where possible **we** will aim to contact **you** on the number **you** supplied to **us** when the **policy** was arranged or renewed and will take the actions necessary to get **you** mobile again. If **your car** is not safe to be driven, **we** will arrange for **your car** to be taken for repair in accordance with the terms of **your policy**.

However, **you** must contact the emergency services or report the accident to the Gardai after an accident has occurred and **you** must report the accident to **our** claims department on 01 8599700.

#### 16. Tampering

The **box** has tamper controls and attack safe guards. If the

intelligent alert system is triggered it will notify **us** of any unauthorised tampering with the **box**. An investigation will be initiated and a physical inspection by an engineer will be required.

**You** must not, nor may **you** allow any other person to tamper with, reverse engineer, dismantle, remove the SIM from, relocate or make any alterations, additions or improvements to any part of the **box**.

**You** must not, nor may **you** allow any other person to tamper with the GPS signal that is emitted from the **box**.

Whilst **you** are a **policyholder**, no one other than **us** and/or **our** approved installer may install, remove, modify or repair the **box**. Please note that tampering with the **box** will invalidate all warranties relating to the **box** and installation, and also invalidate the insurance cover provided. Damage or loss caused by any form of tampering or non-permitted interaction with the **box** is not covered by this insurance **policy**.

If, following an investigation, **you** or anyone else is proven to have tampered with the **box**, **you** will be required to pay for any reasonable costs **we** may have incurred including removing,



repairing or replacing the defective **box** or parts thereof. **Your** insurance **policy** will also be cancelled and **you** will be liable for the disconnection and cancellation fees shown within the terms set out in General Conditions 4 'Cancellation'.

## 17. Claims

Data obtained from the **box** may be used by **us** to assess claims. If **you** have a claim during the **period of insurance your AIG Box Clever score** will not be affected.

**Your policy** will be subject to existing claims criteria at renewal.

## 18. Driving your car Abroad

In some countries while **you** are driving **your car** abroad, **your** driving data may be recorded but not transmitted. If this occurs the **box** will transmit some or all of **your** driving data to us when **you** return to the Republic of Ireland.

The data transmitted to **us** upon **your** return to the Republic of Ireland will be used in the calculation of **your AIG Box Clever score**.

# General Conditions

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

## 1. General

We will only provide the cover described in this **policy** if:

- **You**, or any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions that apply.
- The information **you** gave to **us** when applying for or renewing this **policy**, when making changes to this **policy**, or in the course of making a claim, is complete and accurate as far as **you** know or could be expected to know. **You** must have asked any other drivers covered by this **policy** any relevant questions to get the information about them requested by **us**.

## 2. Policy Changes

**You** must tell **us** immediately about any changes which affect this **policy** and which have occurred since the **period of insurance** commenced or since the last renewal date including, but not limited to, the following:

- **You** sell the car to which the **box** is fitted.
- **You** change **your car**, or **you** have purchased another car

to which **you** want **your** existing cover to apply.

- **You** wish a new driver to be covered.
- **You** or any other driver passes their driving test.
- Any **Insured Person** who drives **your car** gets a motoring or other conviction or fixed penalty.
- Any **Insured Person** who drives **your car** suffers from a medical condition or has a claim on another **policy**.
- The car is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit **accessories** such as spoilers, skirts, alloy wheels etc.).
- A change of occupation (full or part-time) by **you** or any other driver.
- A change of postal address.
- A change of address at which the car is kept and where the car is located overnight.
- A change in the use for which **you** use **your car**.
- **Your car** is involved in an accident or incident of any nature no matter how trivial.
- A change to the main user of the car.
- **You** change **your** phone number including **your** mobile phone number so that

**we** can contact **you** in the event of an accident.

This is not a full list and if **you** are in any doubt **you** should advise **us** for **your** own protection. If **you** do not tell us about changes, **your policy** may not cover **you** fully or at all.

If **you** sell **your car you** must notify the new owner that a **box** has been installed.

### 3. Cancellation (You)

**You** may cancel this **policy**:

- a) At any time by notifying us and returning the **certificate of motor insurance**. Note that cancellation will only take effect upon receipt of the **certificate of motor insurance**.
- b) Provided no claim has been made or has arisen under this **policy** prior to cancellation during the current **period of insurance you** will be entitled to a refund of **premium** less a charge reflecting the cover **we** have provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis on either the period of cover **you** have received or the **kilometres you** have used whichever amount is higher. If the **box** has already been

fitted to **your car**, or had been fitted to a car **you** previously insured with **us**, **you** will be charged an additional cancellation fee of €125 to cover the cost of the provision of the **box**.

The **box** will be left in place in a disconnected state and will not collect or transmit any data. On occasion **we** may request the physical removal of the **box** from **your car** in which case **you** must allow **us** access to the car to retrieve the **box** if requested by **us**.

- c) If **you** cancel **your policy** at renewal the **box** will be left in place and **we** will remotely deactivate the **box** so that it cannot collect or transmit any data. If **you** request that the **box** is removed then a charge of €125 will apply.

These fees will be subject to any taxes and/or Government levies where appropriate.

In the event that the amount **you** owe upon cancellation is greater than the amount of refund calculated, **we** will be entitled to charge **you** for the balance owed by **you**.

#### 4. Cancellation (Us)

We may cancel this **policy**:

- a) 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**.

Provided no claim has been made or has arisen under this **policy** prior to cancellation **you** will be entitled to a refund of **premium** reflecting the cover **we** have provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis on either the period of cover **you** have received, or the **kilometres you** have used whichever amount is higher.

These fees will be subject to any taxes and/or Government levies where appropriate.

- b) From the commencement date of **your policy** if **you** do not pay **your** premium. **You** must, upon cancellation, return the certificate of motor insurance to **us**.
- c) If **you** use up all the **kilometres you** have purchased (including any **top up kilometres**) and any

**kilometres you** have been rewarded and **you** choose not to purchase **additional kilometres we** will write to **you** giving **you** 10 days notice at **your** last known address. The **policy** will cease immediately when the 10 day notice period expires unless during that period **you** have bought further **top-up kilometres**. Where the **policy** ceases, **you** must immediately return the certificate of motor insurance to **us**. **You** will not be entitled to any refund of premium in this event.

- d) If, following an investigation it is clear that the **box** has been tampered with.
- e) If the **box** detects that **your car** has been driven at 160kph or over on a public road.
- f) In the event of a total loss claim under this **policy** where **we** have decided to make a cash payment for not more than the market value of **your car** rather than repair or replace **your car**, **you** must immediately return the **certificate of motor insurance** to **us**. **You** will not be entitled to any refund of premium and 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.

Where the **policy** is cancelled by either party or not renewed, **we** will remotely deactivate the **box** so that the data is no longer collected or transmitted. In addition, if **we** so request, **you** must allow us, or **our** approved supplier, access to **your car** to retrieve the **box**.

#### 5. 14-day Cooling off period

If **you** find that this **policy** does not meet **your** needs, return the documents to **us** within 14 days of receipt. Provided **you** have not made a claim, **your premium** will be refunded minus a pro rata charge for the time on cover. However, if the **box** has already been fitted to **your car**, or had been fitted to a car **you** previously insured with **us**, **you** will be charged a cancellation fee of €125 to cover the cost of the provision of the **box**.

#### 6. Payment by Instalments

If **you** pay **your premium** by instalments under a credit agreement **you** must pay any deposit **we** ask **you** to pay and 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 conditions set out above.

If **we** do so, provided no claim has been made or has arisen under this **policy** prior to cancellation, **you** will be entitled to a refund of premium less a charge reflecting the cover **we** have provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis on either the period of cover **you** have received, in accordance with the cancellation refund table shown in item 7 below, or the **kilometres you** have used whichever amount is higher.

**You** must allow **us** access to the car to retrieve the **box** if requested by **us**.

These fees will be subject to any taxes and/or Government levies where appropriate.

**You** must pay any balance outstanding. If there has been any overpayment by **you**, this will then be refunded.

#### 7. Duty to Prevent Loss or Damage

**You** or any **insured person** must:

- maintain **your car** in a safe and roadworthy condition and, where required by law having regard to the age of **your car**, have a valid NCT certificate;
- maintain all tyres on your car within the legal tread depth requirements.
- take all reasonable steps to prevent accidents, injury, loss or damage;
- protect **your car** against loss or damage;
- give **us** reasonable access to examine **your car** and its documents in relation to any matter relevant to this insurance.

The absence of a valid NCT certificate may invalidate **your** cover under Section 1 (Loss of or damage to **your car**).

## 8. In the event of a claim

**You**, or any person driving or using **your car** with **your** permission (as long as this is allowed by **your certificate of motor insurance**) or any passengers travelling in or getting out of **your car**, claiming under this **policy** must:

- give **us** full details of any accident, injury, loss or damage giving rise or which may give rise to a claim under this **policy**, as soon as possible and at least within 24

- hours of discovery of the incident occurring;
- in the event of loss or damage to **your car** as a result of theft or attempted theft or malicious damage, **you** must notify the Gardai as soon as possible and at least within 24 hours of discovery of the incident. **You** must send us a copy of the Garda report which must say that the loss or damage was the result of theft, attempted theft or malicious damage;
- take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- 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;
- provide **us** with all the necessary information and assistance that **we** may require;
- not abandon any property to **us**;
- tell **us** immediately the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

**You** must not assume that **we** are aware of any incident that has occurred or that **we** will contact you, the Gardai or emergency services.

**You** must not, without **our** prior written consent:

- negotiate or admit liability or responsibility;
- make any offer, promise or payment.

**We** will be entitled to:

- appoint **our** own repairers to carry out any repair work to **your car**;
- take over and carry out in **your** name (or in the name of any other **insured person**) the defence or settlement of any claim;
- take proceedings in **your** name or in the name of any other **insured person** claiming under the **policy**, at **our** own expense and for **our** own benefit to recover any payment **we** have made under the **policy**;
- exercise full discretion over the conduct of any proceedings and in the settlement of any claim;
- instruct, and give information about **you** and **your policy**, to other people such as suppliers, private investigators and loss adjustors in accordance with **our** Privacy **Policy** which is available at [www.aig.ie](http://www.aig.ie).

## 9. 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.

## 10. Payments Under Compulsory Insurance while travelling abroad

**You** must repay to us all amounts **we** pay for any claim under this **policy** which **we** would not have had to pay but for the laws of any territory in which the **policy** applies. This applies to claims for **your** liability to others and all expenses **we** have to pay in connection with any such payment.

## 11. Fraudulent or False Claims

If any claim or part of a claim made by **you** or any **insured person** is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involves 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. Special Conditions

Any Special Conditions shown in **your** schedule apply to all sections of this **policy** unless specifically stated otherwise.

### 13. 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**.

### 14. Law and Jurisdiction

This **policy** is subject to Irish Law and to the exclusive jurisdiction of the Irish Courts.

### 15. 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.

### 16. Stamp Duties Consolidation Act 1999

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

### 17. Proof of Documentation

**We** have the right to request at any time proof of documents (NCT, residency, licence etc) to support the statement of fact. Failure to produce these may

result in **your policy** being cancelled or special conditions being imposed.

### 18. Driving Licence Conditions, Limits & Restrictions.

Any driver who is covered by the terms of the motor certificate must comply with any restriction, condition and limit on their driving licence. This includes conditions and restrictions on their 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 comply with the requirement to be accompanied while driving at all times by another driver holding a full licence.

### 19. 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) by 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 **you** or 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 8 - 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 any **insured person** unless required to do so under road traffic legislation.

## 5. Defective Materials

**We** will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials unless required to do so under road traffic legislation.

## 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 legislation.

## 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 Other People) caused by Earthquake.

## 12. Riot and Civil Commotion

**We** will not pay for any injury loss or damage (except under Section 2 - Liability to Other People) caused by riot or civil commotion occurring other than in the Republic of Ireland, Northern Ireland, Great Britain, 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.

# Section 1 – Loss of or damage to your car

## What is covered

If **your car** is damaged by accident or is lost or damaged by fire, lightning, explosion, theft or attempted theft.

**We** will decide whether to: pay the cost of repairing any damage to **your car**, or

- pay an amount in cash equivalent to the value of any loss or damage to **your car** not exceeding the market value of **your car**, or
- replace **your car** with one of a similar type and in a similar condition.

## What is not covered

In addition to the General Exceptions on pages 25 – 27

1. Wear and tear or **your car** losing value after or because of repairs, or for any repairs which improve **your car** beyond its condition before the loss or damage happened.
2. Damage to tyres caused by using the brakes or by punctures, cuts or bursts.
3. Loss or damage to **your car** resulting from theft or attempted theft where **your car** has been left unattended with the windows unlocked, left with the keys in or near **your car** or left with a window or the roof open while **your car** was unattended.
4. Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown.
5. Loss of use or other indirect loss of any kind such as loss of earnings or travel costs.
6. The cost of parts in excess of the manufacturer's latest list price.
7. Loss or damage to **your car** as a result of fraud or trickery of any kind including when **you** are offering **your car** for sale.
8. Loss or damage due to any government, public or local authority legally taking, keeping or destroying **your car**.
9. Loss or damage caused by moth, vermin, insects or infestation or by domestic pets.
10. Loss or damage to **your car** caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
11. Loss or damage arising from **your car** being filled with the wrong fuel.
12. Loss or damage arising from the use of substandard or contaminated fuel, lubricants or parts.
13. Loss or damage arising from or contributed to by the driver's blood/urine alcohol level being above the legal limit as stated in the road traffic legislation or the

driver being under the influence of drugs (unless such drug has been prescribed by a registered medical practitioner but not for treatment of drug addiction) whilst in charge of **your car**.

14. Any gradually operating cause.
15. Loss or damage caused deliberately by **you** or by any person who is driving **your car** with **your** permission.
16. Loss of or damage to **your car** if it is taken or driven without **your** permission by a member of **your** family or household unless they are prosecuted for taking **your car** without **your** permission and **you** fully assist with the prosecuting authorities.

## How we will deal with your claim – Section 1

### Payment of premium

If **you** make a claim and **you** have not paid all **your** premium, **we** may deduct any unpaid premium from any claim settlement **we** make to **you**.

### Repairs

If **your car** is lost, stolen or damaged, **we** will decide whether to:

- pay the cost of repairing any damage to **your car**;
- pay an amount in cash equivalent to the value of any loss or damage to **your car** not

exceeding the market value of **your car**;

- replace **your car** with one of a similar type and in a similar condition.

The most **we** will pay will be the **market value** of **your car** at the time of the loss, less any excess.

If **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** may make any payment due under the **policy** to the legal owner. **Our** liability under this **policy** will then be complete.

If **you** cannot drive **your car** as a result of damage covered under this **policy**, **we** will pay the reasonable cost of:

- protecting **your car** and removing it to **our** nearest approved repairers; and
- delivering **your car** to **your** address as shown in the schedule after the repairs have been completed.

Repairs to **your car** undertaken by one of **our** approved repairers are guaranteed for the period that **your car** remains owned by **you**.

If **you** choose not to use **our** approved repairer but choose an alternative repairer:

- this may lead to a delay in

- arranging the repair of **your car**;
- we will not be able to provide **you** with a courtesy car or guarantee repairs;
- an additional excess of €250 will apply (in addition to any other excess shown elsewhere in this **policy** or on **your policy** 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 owner (and anyone else who has an interest in **your car** agrees):

- **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.

If **we** replace **your car** **we** will then take ownership of **your** old car.

### In-car entertainment, communication and navigational equipment

**We** will pay for the loss or damage of in-car entertainment, communication or navigational equipment:

- up to the market value of the equipment if it is permanently

fitted to **your car** and part of the manufacturer's standard specification;

- up to €500 for any other equipment which is not permanently fitted to **your car**.

### Courtesy Car

If the loss or damage to **your car** is covered by this **policy** and **you** use the approved repairer of **our** choice, **we** will, subject to availability, provide a courtesy car while repairs to **your car** are being carried out. If the parts required to repair **your car** are not immediately available to **our** approved repairer **we** reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

Courtesy cars are usually small cars with a manual gearbox. A courtesy car is not intended to be an exact replacement for **your car**.

All courtesy cars will have comprehensive cover under the terms, conditions and **endorsements** of **your** existing **policy** for the period of the loan, regardless of the level of cover **you** have for **your car**.

Please note that a courtesy car cannot be provided until **your** claim has been accepted and cover has been confirmed.

The **kilometres you** drive in the courtesy car will not be debited from **your** overall **kilometres**

Whilst **you** have the courtesy car **you** will be liable to discharge any fines for parking or driving offences, tolls and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer in advance of being supplied the courtesy car to cover these costs.

**You** must return the courtesy car when the approved repairer or **we** ask **you** to do so or when this **policy** expires and **you** do not renew it.

This section does not apply where the only damage is broken glass in the windscreen or windows of **your car**. No courtesy car will be supplied in these circumstances.

### Recovery of your car following an accident

If **your car** is not safe to drive after an accident and **we** have not contacted **you** already, please telephone **us** on 01 859 9700 and **we** will arrange for someone to assist **you**. If **your car** cannot be made roadworthy within a reasonable time, **we** will arrange to take it to **our** approved repairer within the specified policy limits.

If **you** choose not to use **our** ap-

proved repairer but choose an alternative repairer:

- this may lead to a delay in arranging the repair of **your car**;
- **we** will not be able to provide **you** with a courtesy car or guarantee repairs;
- an additional **excess** of €250 will apply (in addition to any other **excess** shown elsewhere in this **policy** booklet or on **your policy schedule**).

**Our** employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, **your** demands are excessive, unreasonable or impractical.

### 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 euros.

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.

### Excesses that apply

If **your schedule** shows that **you** have

to pay an **excess** or **excesses**, **you** must pay the first part of any claim up to the total amount of all the **excesses** that apply.

### Replacement Locks

If the car keys or lock transmitter 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 for replacement locks is €500.



# Section 2 - Liability to other people

## What is covered

**We** will pay all sums **you** or any **insured person** are legally responsible for:

- in respect of death of or bodily injury to other people;
- up to €30,000,000 (in total) for damage, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event;

as the result of any accident involving **your car** or a car provided to **you** under **our** approved repairer scheme.

## Definition of 'insured person'

For the purposes of insurance under this section, an '**insured person**' includes any one of the following:

1. **You**, the **policyholder**;
2. Any person driving or using **your car** with **your** permission as long as this is allowed by **your** current **certificate of motor insurance**;
3. Any passenger travelling in or getting into or out of **your car**;
4. The employer or business partner of any person who is driving or using **your car** for their business as long as this is allowed by **your** current **certificate of motor insurance**;
5. The legal representative of any of the people named above (following the person's death) but only for the liability of the person who has died.

## Legal Costs and Expenses

**We** will pay the following legal costs and expenses arising from an accident occurring during the **period of insurance**, for which **we** have given **our** written consent, to include:

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

If **we** agree to pay these costs under this **policy** the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion.

## Emergency treatment fees

**We** will pay for emergency treatment fees as set out in the Road Traffic legislation, following an accident involving **your** car. If this is the only payment that **we** make, it will not affect **your** no claims bonus entitlement.

## What is not covered

In addition to the General Exceptions on pages 25 - 27

**We** will not pay for:

- Loss or damage caused by **you** or to **your** own property, or property for which **you** are responsible, or

which is in **your** custody or control;

- Loss or damage to **your car**, any borrowed vehicle, trailer or any mechanically-propelled vehicle which cannot be driven and is attached to **your car**, or any property carried in or on that trailer or mechanically-propelled vehicle;
- Any amount where the **insured person** is entitled to claim payment or has cover under any other policy;
- Death or bodily injury to any person arising out of that person's employment by an **insured person**, except where it must be covered under the road traffic legislation;
- 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.

## Section 3 - Windscreen cover

### What is covered

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 claims bonus will not be affected.

### What is not covered

In addition to the General Exceptions on pages 25 - 27

**We** will not pay for:

- Replacement – **you** will have to pay the glass replacement **excess** shown in **your schedule**.
- Loss or damage caused deliberately by **you**.
- Loss of use of **your car**.
- Loss or damage to sunroofs.
- The cost of importing parts or **accessories** or storage costs caused by delays where parts or **accessories** are not available in the Republic of Ireland or Great Britain.
- If **you** choose not to use **our** approved glass repairer the most **we** will pay under this Section will be €200 less any **excess** which applies.

# Section 4 - Personal Accident

## What is covered

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 **your 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 €7,500 for each person so injured or deceased following any one accident.

If **you** or **your** spouse have any other motor insurance with us, the maximum payment **we** will make under this **policy** is limited to €5,000.

of death, the driver is proven to have been under the influence of drink or drugs at the time of the accident;

- to any person not complying with the law relating to the use of seatbelts.

## What is not covered

In addition to the General Exceptions on pages 25 - 27

**We** will not pay for any injury or death: which is a result of intentional injury, suicide or attempted suicide;

- where the driver of **your car** is convicted of reckless or dangerous driving;
- to the driver of **your car** at the time of the accident where, in respect of injury, he/she is later convicted for driving under the influence of drink or drugs at the time of the accident or, in respect

# Section 5 - Personal Belongings

## What is covered

We will pay a maximum of €150 for personal belongings in **your car** if lost or damaged due to accident, fire, theft or attempted theft.

## What is not covered

In addition to the General Exceptions on pages 25 - 27

- Money, stamps, tickets, documents, vouchers or 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; or
- The theft or attempted theft of personal belongings, if **your car** has been left unattended and unlocked, left with the keys in it or left with a window or roof open.

# Section 6 - Medical Expenses

## What is covered

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

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

# Section 7 - Fire Brigade Charges

## What is covered

**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 €750 in respect of any one accident.

# Section 8 - Foreign Travel

## What is covered

### A. Damage to your car whilst travelling outside the territorial limits

**Your policy** operates throughout the Republic of Ireland, Great Britain, Northern Ireland, the Isle of Man and the Channel Islands including travel by sea between ports. The cover under **your policy** is automatically extended up to a maximum of 45 days in any one **period of insurance** when **your car** is being driven or used in any of the following countries:

- 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 covered under this **policy**.

If **you** need cover for a longer period

or if **you** want to use **your car** in countries not listed above **you** must:

- Ask us to provide cover in advance;
- Tell us the date **you** will be leaving and the date **you** will be returning;
- Tell us which countries **you** are visiting; and
- Pay any extra **premium** required.

### B. Legal Liability whilst travelling outside the territorial limits

If **your car** is being driven or used outside the **territorial limits** 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 9 - No Claims Bonus

## A. No Claims Bonus

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 bonus scale applicable at the time.

If a claim arises during the **period of insurance**, at the renewal date **we** will reduce the renewal **premium** in line with **our** no-claims bonus scale applying at the 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 bonus will not be affected by:

- Payment under Section 3 Windscreen Cover;
- Payments for emergency treatment which legislation requires **us** to pay;
- Payments (together with associated costs and expenses) which **we**

later retrieve in full (although **your** no claims bonus may be temporarily affected if **your** renewal date arises before **we** have retrieved the payment);

- Payments for personal belongings (Section 5) and replacement locks (as set out in Section 1).

## Introductory bonus

If **we** have reduced **your** first **premium** using an introductory or accelerated no-claims bonus, **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-claims bonus to anyone else and it can only be used on one car at a time.

## B. Protected No Claim Bonus

This cover only applies if **your schedule** states that **you** have protected no-claims bonus.

In the event of a claim under any part of this **policy** **your** no-claims bonus 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-claims bonus will be reduced at the next renewal.

## Section 10 - 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:

- **your car** is not constructed or adapted to carry more than 7 passengers, excluding the driver;
- the passengers are not being carried in the course of a business of carrying passengers;
- 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 11 - Driving Other Cars

Only in the event of an emergency and provided that **the policy schedule** and your **certificate of motor insurance** says so, **we** will also cover **you**, 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 motor 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 owner's permission to drive the vehicle;
7. the vehicle is in a roadworthy condition;
8. **you** still have **your car** and it is not damaged beyond cost-effective repair; and
9. the vehicle driven must be of the same size and cylinder capacity as **your car** 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.

# 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](mailto: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](mailto: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.

One benefit of having a **box** fitted is that **we** should be aware if an accident occurs. Where possible **we** will aim to contact **you** on the number **you** supplied to us when the policy was arranged or renewed and will take the actions necessary to get **you** on **your** way or, if **your** car is not safe to be driven, we will arrange for **your** car to be taken for repair.

However, it is important that **you** do not assume that **we** will contact **you**, the Gardai or any emergency services after an accident has occurred. **You** should still take all necessary steps to protect **your** safety and report any accident to **us** and the appropriate emergency services.

## WHO WILL DEAL WITH YOUR CLAIM?

AIG Europe S.A. will deal with **your** claim. **You** should therefore refer all enquiries to:

**24 Hour Claims Helpline**  
**01 8599700**  
**Claims E-mail:**  
**[claims.ie@aig.com](mailto:claims.ie@aig.com)**

## WHAT TO DO AFTER AN ACCIDENT?

The following actions are required by law: -

1. **You** must stop - it is a serious offence not to do so.
2. **You** must give **your** name and address to anyone involved in the accident, together with details of **your car** and **your insurer**.
3. If **you** are unable to notify the Gardai at the scene of the accident, **you** must report it to them as soon as possible, and in any case within 24 hours. **You** must show your **certificate of motor insurance** to the Gardai if they need to see it.

## How do you notify us of your claim?

If we have not contacted **you**, first check **your schedule** to make sure **you** are covered for the loss or damage **you** are claiming for.

If **you** have been involved in an accident, or **your** car is damaged by fire or vandalism, **you** should contact **us** and **we** 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:

1. Supply as much information as **you** can concerning the accident or incident. This may be by completing

a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate.

2. Send a copy of **your** driving licence, Vehicle Registration Document, NCT Certificate, purchase receipts and spare keys if **your** car has been stolen.
3. Send any communication **you** receive in connection with **your** claim to Claims Department, AIG Europe S.A., AIG House, 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7. **You** must not admit liability or deal with any correspondence yourself without our prior consent.
4. Report any vandalism to the Gardai 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 accident and you must confirm whether anyone else was involved in the accident who may have suffered an injury or damage to their property.**

## WHAT TO DO IF YOUR CAR IS STOLEN?

### Theft Tracking

The **box** fitted to **your car** has GPS tracking functionality. If **your car** is stolen, please call **our** Claims Helpline on the number above.

**You** will be required to report the theft to the Gardai and obtain a Garda Incident Number, to verify a theft has taken place. **You** will also need to report the incident to **our** claims department on 01 8599700.

### If the windscreen or windows of your car are damaged, you should

1. Telephone **us** on the number shown below. **You** will need **your** current **certificate of motor insurance** and your statement of fact and/or **schedule** ready to confirm that **you** are covered for this damage.
2. **You** will be given advice on whether **your** windscreen can be repaired rather than replaced.
3. 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 glass replacement excess shown on **your** schedule.

**Windscreen Helpline  
1850 200 552**

### \*\*\*Important Information if your vehicle cannot be driven\*\*\*

If **your car** is not safe to drive after an accident and **we** have not contacted **you** already, please telephone us on 01 8599700 and **we** will arrange for



someone to assist **you**. If **your car** cannot be made roadworthy within a reasonable time, **we** will arrange to take it to **our** approved repairer at **our** expense.

If **you** choose not to use **our** approved repairer but choose an alternative repairer:

- this may lead to a delay in arranging the repair of **your car**;
- **we** will not be able to provide **you** with a courtesy car or guarantee repairs;
- an additional **excess** of €250 will apply (in addition to any other **excess** shown elsewhere in this **policy** booklet or on **your policy schedule**).

**Our** employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, **your** demands are excessive, unreasonable or impractical.

# Complaints Procedure

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.

**If your complaint relates to the sale of the policy to you, you should contact 1890 27 27 27.**

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for Complaint (other than in relation to the sale of the policy), **you** should contact the Personal Lines Manager at AIG Europe S.A., Ireland Branch.

If after such contact **you** remain dissatisfied, **you** may also write to the Customer Complaints Officer at AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7. Phone: 01 208 1400. E-mail: [Customercomplaints.ie@aig.com](mailto:Customercomplaints.ie@aig.com)

If the complaint is not resolved to **your** satisfaction, **you** should write to the General Manager, AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.

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

Insurance Ireland,  
Insurance Centre,  
5 Harbourmaster Place,  
IFSC, Dublin 1, D01 E7E8.  
Telephone: 01 6761820;  
Fax: 01 6761943;  
Email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu);  
Web: <http://www.iif.ie>.

The Financial Services & Pensions  
Ombudsman's Bureau of Ireland,  
3rd. Floor, Lincoln House, Lincoln  
Place, Dublin 2, D02 VH29.  
Lo Call: 1890-882090;  
Phone: (01) 567 7000;  
Fax: (01) 662 0890.  
E-mail: [info@fspo.ie](mailto:info@fspo.ie);  
Web: <http://www.fspo.ie>

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

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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](mailto: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](mailto:enquiries@centralbank.ie). Web: <http://www.centralbank.ie>.

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about this product

Employees are paid a salary. We do not pay them bonuses or  
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