M|I|S
UNDERWRITING

BREAKDOWN RECOVERY SERVICE

with complimentary

LEGAL EXPENSES and
FAMILY PERSONAL ACCIDENT



LET US TAKE THE STRAIN

www.misunderwriting.com

MIS BREAKDOWN RECOVERY SERVICE

It should be noted that the Central Bank of Ireland does not regulate the services provided under this MIS Breakdown Service. Full details explaining how to complain regarding the Legal Expenses Service can be found at the back of this booklet.

These are the terms and conditions of **your** MIS Breakdown Service. Please read them carefully and keep them in a safe place.

Your MIS Breakdown Product provides 'peace of mind' motoring, 24 hours a day, 365 days a year, alerting **our recovery agents** within minutes of **your** notification.

MIS BREAKDOWN RECOVERY

There are four levels of Breakdown cover available as explained in this document. The service and benefits set out in this leaflet will only apply if **you** have purchased the relevant product.

Please note **Rescue**, **Rescue Plus** and **Recovery Plus** only apply if you have purchased this service on-line, in all other circumstances **Standard** cover will apply.

BREAKDOWN NOTIFICATION

In the event of a breakdown whilst travelling in the Republic of Ireland please telephone **01 804 4328** or **01 431 9842**.

If **you** breakdown whilst travelling in the United Kingdom please call **028 9048 5219**.

Your Right to Cancel

We hope **you** are happy with the cover this service provides. However, if after reading this service agreement, this breakdown assistance cover does not meet **your** requirements, please return it to **your** agent within 14 days of issue and **we** will return **your** premium.

MIS shall not be bound to accept renewal of any service agreement and may at any time cancel this service agreement by sending 14 days notice to the **customer** at their last known address. Provided the premium has been paid in full the **customer** shall be entitled to a proportionate rebate of premium in respect of the unexpired period during the period of cover. A charge may be imposed based upon the usage of the **Helpline** during the period of cover.

MIS Group, Beechwood House, 37 Comber Road, Dundonald, Belfast BT16 2AA

Complaints Procedures

The Central Bank of Ireland does not regulate the breakdown assistance cover. However should **you** wish to make a complaint about **our** Breakdown Service, **we** have a formal complaints procedure. In the first instance **you** may contact **us** in writing or by phone.

Please address **your** complaint to:

The Managing Director, MIS GROUP
Beechwood House, 37 Comber Road, Dundonald BT16 2AA. Tel: 028 90 418401

DEFINITIONS

Administrator

MIS Underwriting Limited are part of the MIS Group - Beechwood House, 37 Comber Road, Dundonald, N. Ireland, BT16 2AA.

Competent Repairer

A Vat registered general provider of repair and maintenance services for motor vehicles. This garage will not necessarily be a franchise repairer for the particular vehicle marque.

Helpline

Means the breakdown assistance telephone helpline service operated by **us** 24 hours, 365 days of the year which can be contacted by the **customer** in the ROI in **0180 44328 / 01 431 9842** or in the UK on **028 9048 5219**.

Incident

Immobilisation of the vehicle as a result of mechanical or electrical breakdown or accident (including fire and malicious damage), flat tyre/puncture, fuel shortage or wrong fuel, flat battery, loss or breakage of vehicle keys whilst in the territorial limits.

You / Your / Customer

Means the person or company who has paid the premium for this service and is named in the motor insurance as the policy holder.

Duration of Assistance

365 days from date of purchase.

Customer

Purchaser of product.

Recovery Operator

Means the recovery operator **we** authorise to provide breakdown assistance.

Territorial Limits

The Republic of Ireland, Northern Ireland and Great Britain.

Vehicle

Will be restricted to private cars, private cars modified for commercial use and commercial vehicles up to a fully laden weight of 3.5 tonnes.

- Is serviced, maintained and operated according to the manufacturer's handbook and holds a valid MOT/NCT certificate or equivalent if applicable.
- If the vehicle is towing a caravan or trailer, the recovery assistance will only apply to the vehicle, not the caravan or trailer.

We / Us / Our

Means MIS Group Limited, Beechwood House, 37 Comber Road, Dundonald, Belfast, BT16 2AA are administrators of this service on behalf of MIS Underwriting Limited, whose address is 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

STANDARD

1. HOME START ASSISTANCE

If **your vehicle** breaks down, **we** will send a recovery operator to assist **you**. Up to one hour's free labour will be provided, in situ, if on the spot repairs can be made to **your vehicle**.

If **your vehicle** cannot be repaired in situ, **we** will arrange to tow it to the nearest competent repairer or to **your** own garage, if closer.

2. ROADSIDE ASSISTANCE

If **your vehicle** breaks down or is involved in an accident away from **your** home, **we** will send a **recovery operator** to assist **you**.

We will provide up to one hour's free labour at the roadside, however, if **your vehicle** cannot be repaired on the spot, **we** will arrange to tow it to the nearest **competent repairer**, recovery yard or **your** home, if closer.

3. PUNCTURES

If **your vehicle** suffers a puncture whilst driving, **we** will assist with the replacement of **your vehicle's** tyre, provided **you** have a suitable replacement available with the **vehicle**. If **you** need to have the flat/punctured tyre repaired or replaced **we** will refund **you** €25 towards the cost of this repair or replacement upon receipt of supporting invoice.

4. LOCKED / LOST KEYS

If the keys to **your vehicle** are lost or locked in the **vehicle**, **we** will take **your vehicle** to the nearest secure premises whilst endeavours are made to access the **vehicle** or obtain alternative keys or by **you** to obtain alternative keys.

5. FUEL SHORTAGES / MISFUELLING

In the event **your vehicle** is immobilised due to fuel shortage or misfuelling, **we** will transport **your vehicle** to the nearest filling station, charging point or garage to remedy the cause. In addition, to get **your vehicle** driveable again, **we** will refund **you** the cost of 5 litres of fuel upon **you** supplying a receipt for the cost of same.

6. MAINLAND EUROPEAN EMERGENCY COVER - CASH BENEFIT

In the event **your vehicle** suffers a breakdown incident or is involved in an accident in mainland Europe, recovery will normally be arranged by the local police force at **your** own expense. **We** will refund this cost to **you** up to a maximum of €500 upon **you** supplying a receipt for same. In addition, under this specific benefit, should **you** have the emergency requirement to avail of overnight accommodation and/or temporary replacement self-drive hire vehicle, **we** shall refund you up to a maximum of €250.00.

7. MESSAGE RELAY

We will relay on **your** behalf up to two urgent messages to worried friends, relatives or employers following any unforeseen delay due to a **breakdown incident**.

8. ADDITIONAL RESCUE COVER

If **your vehicle** cannot be repaired within a reasonable period of time, **we** will provide **either** of the following benefits:

- A replacement vehicle for up to 3 calendar days **subject to availability**,

or

- Overnight accommodation i.e. the cost of overnight accommodation including breakfast in a local hotel whilst **you** wait for the repairs to **your vehicle** to be completed. The **breakdown incident** must have occurred more than 60 miles / 100 km from **your** home.

This additional cover extends to the UK and ROI and the maximum **we** will pay in providing replacement **vehicle** for up to 48 hours is £90/€100. If **you** are required to settle a hotel account, please retain the receipt and forward to the Claims Department at MIS Claims on **your** return, the limit for this section is £175/€200. MIS will only be responsible for the cost of the accommodation including breakfast. Any other meals, drinks or other costs will be the responsibility of the client.

These aspects of cover are only provided following a mechanical or electrical breakdown.

ONLINE PURCHASE ONLY - SECTION A - RESCUE

Please note the benefits that appear in this section only apply to products purchased online.

What is covered

Following an incident at least 1/4 mile from either the customer's home address or the place where the **vehicle** is usually kept, **we** will

- Arrange for roadside assistance and if the **recovery agent** cannot fix **your vehicle** it will be taken to the nearest **competent repairer**, recovery yard, or **your** home address, whichever is closer.
- If **you** suffer a puncture whilst driving **we** will assist with the replacement of **your** wheel, provided **you** have a suitable replacement available with the **vehicle**. If **you** need to have the flat/punctured tyre repaired or replaced **we** will refund **you** €25 towards the cost of this repair or replacement upon receipt of supporting invoice.
- If **your** keys are lost or locked in the **vehicle**, **we** will take **your vehicle** to the nearest secure premises while endeavours are made to access the **vehicle** or by **you** to obtain alternative keys.
- In the event **your vehicle** is immobilised due to fuel shortage or misfuelling, **we** will transport **your vehicle** to the nearest filling station, charging point or garage to remedy the cause. In addition, to get **your vehicle** driveable again, **we** will refund **you** the cost of 5 litres of fuel upon **you** supplying a receipt for the cost of same.

ONLINE PURCHASE ONLY - SECTION B - RESCUE PLUS

Please note the benefits that appear in this section only apply to products purchased online.

What is covered

- If **your vehicle** breaks down at **your** home address, **we** will arrange for home start assistance. When a repair cannot be made at the home address, **we** will arrange for the removal of the **vehicle** to the nearest **competent repairer**.

ONLINE PURCHASE ONLY - SECTION C - RECOVERY PLUS

Please note the benefits that appear in this section only apply to products purchased online.

What is covered

The benefits under Section B along with Onward Transportation.

- If it is apparent that repairs cannot be effected by the repairer by the end of the working day, **we** will arrange and pay for **your** choice of one of the three following benefits in addition to Onward Transportation:

  a) Where available, a **self-drive hire car** of equivalent level up to a maximum of 1600cc for a period of 3 calendar days whilst **your** car is awaiting repairs, up to a maximum of €60

  or

  b) The cost of overnight accommodation including breakfast in a local hotel whilst **you** await for repairs to **your vehicle**. The **incident** must have occurred more than 60 miles / 100 km from **your** home or intended destination, subject to a maximum of €250 per **incident**

  or

  c) A refund of reasonable public transport costs up to a maximum of €150 per **vehicle**

plus

The unaccompanied recovery of **your vehicle** to **your** destination within Ireland, Onward Transportation is NOT available within Great Britain. The other options above are mutually exclusive and will not be provided when **your vehicle** can be repaired locally on the same day. **You** must choose which service is required at the time of the Recovery Plus service being required. Every endeavour will be made to recover **your vehicle** as soon as possible, however this service will not normally be provided on the day of the call out.

Self Drive Hire Car

A **self-drive hire car** is provided to enable **you** to complete **your** journey and therefore **you** can only avail of this option on the day of the breakdown and not at a later date. **We** will endeavour to provide **you** with a **self-drive hire car** at the time of need, if for any reason a **self-drive hire car** is not available the option of overnight accommodation or public transport costs will be offered.

You will be entitled to a **self-drive hire car** of equivalent level up to a maximum of 1600cc; however, **you** can choose a car in a higher category subject to the payment of the appropriate additional fee to the supplier by **you**. **You** are responsible for the payment to the supplier for any hire charges or other ancillary expenses for any period in excess of 3 calendar days. **You** are also responsible for the payment of all fuel used during the placement period and a deposit may be required at the time of the commencement of the hire period. A hire car cannot be provided where the requirements of the car hire company cannot be met by **you**. The availability of a driving licence and the age of the driver can restrict the ability of MIS to procure a **self-drive hire car**.

Onward Transportation

This element of cover is ONLY available under the recovery plus section. In the event **you** require the transportation of **your vehicle** further than the product limits, under the rescue or rescue plus service, an additional mileage charge will be payable to the recovery operator by **you**.

Overnight Accommodation

MIS will refund **you** directly the reasonable costs incurred of one night's accommodation upon provision of a suitable invoice subject to the product limits. **You** are responsible for all meals consumed, drinks and any other incidental expenses.

Public Transport Costs

MIS will refund **you** the cost of all reasonable public transport costs incurred in order to complete **your** journey subject to the product limits. A claim for refund together with the original receipts should be forwarded to MIS Group, Beechwood House, 37 Comber Road, Dundonald, Belfast BT16 2AA.

BREAKDOWN EXCLUSIONS AND CONDITIONS

The terms and conditions of the MIS Breakdown Recovery Service are set out as follows.

1. MIS shall not be liable for any liability or direct loss arising from any act performed in the execution of the assistance provided.
2. MIS shall not be liable to pay for expenses which are recoverable from any other source.
3. MIS shall not be liable for any accident or breakdown brought about by any avoidable, wilful and deliberate act committed by the **customer**.
4. MIS shall not be liable for the cost of repairing the **vehicle**.
5. MIS shall not be liable for the cost of any parts, keys, lubricants, fluids or fuel required to restore a **vehicle's** mobility.
6. MIS shall not be liable for any claims caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
7. No benefit shall be payable unless MIS Group (MIS Breakdown) has been notified and has authorised assistance through the medium of the emergency telephone number provided.
8. The territorial limits of the product are the Republic of Ireland, Northern Ireland and Great Britain. Onward transportation is restricted to the Republic of Ireland and Northern Ireland.
9. The benefits of this product will be subject to a maximum of three assists per annum. MIS Breakdown will not be responsible where it is asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures.
10. The service will only be provided if the **vehicle** was in a roadworthy condition prior to the incident.
11. **We** will endeavour to provide all the benefits associated with this product, however, all the options may not be available to **us** at the time of the breakdown.
12. At all times **we** will retain the discretion to provide assistance outside the terms of this product and dependent upon circumstances.
13. Replacement cars are subject to normal commercial hire criteria. These criteria may include the requirement of a full drivers licence without endorsements, a cash or credit card deposit. This criteria is not exclusive and may change from time to time. It is also a condition of car hire that the car can be returned to the pick up point.
14. The driver must be with the **vehicle** when the **Recovery Agent** is tasked, if they are absent any subsequent assistance will be at the **customers** own cost.
15. **We** may refuse assistance in circumstances where a driver is clearly intoxicated or the **vehicle** is in an inaccessible off road location.
16. No benefit shall be payable if the **vehicle** does not hold a valid NCT, MOT or equivalent test certificate when required to do so.
17. The recovery will not be provided if the **vehicle** is already at a place of repair.
18. If the **vehicle** is immobile due to snow, ice or ingress of water.
19. Recovery will be limited to **vehicles** up to a gross laden weight of 3.5 Tonne.

M|I|S
UNDERWRITING

LEGAL EXPENSES



www.misunderwriting.com

SECTION 1

Motorists Legal Help Line

As each year passes legislation becomes more complex and difficult to interpret. **We** provide guidance on any aspect of concern to **you** and **you** may telephone **us** at any time for free legal advice on any problem.

From the Republic of Ireland phone **01 872 0179**
From the United Kingdom phone **028 90 484 484**

Legal Expenses Cover

It has become more and more important to take out a legal expenses policy to ensure that action is taken immediately to recover **your** uninsured losses in the event of an accident where **you** are not at fault.

This policy is of equal benefit to those with comprehensive or third party polices.

We will pay up to **€65,000** in legal fees to pursue **your** claim in respect of any personal injury or uninsured loss where **you** have been the innocent party in a car accident occurring anywhere in the Republic of Ireland or the UK.

If necessary, **we** will arrange an appointment with one of **our panel solicitors** to discuss any unforeseen complications.

- This is a policy where **you** must notify **us** during the **period of insurance** as soon as possible of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **we** decline to pay a claim for **your professional fees**.
- If **you** can convince **us** that there are reasonable prospects of being successful in **your** claim and that it is reasonable for legal costs to be paid **we** will
  - take over the claim on **your** behalf
  - appoint a specialist of **our** choice to act on **your** behalf.
- **We** may limit the professional fees that **we** will pay under the policy where:
  1. **We** consider it unlikely a reasonable settlement of **your** claim will be obtained or
  2. The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.

  Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.
- If legal proceedings have been agreed by **us** **you** may at this stage decide to nominate and use **your** own solicitor, or indeed **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).
- At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

Please note that if you should engage the services of a professional prior to making contact with this helpline any costs that you incur are not covered by this insurance.

Replacement Vehicle Facility / Excess Payment

Being without **your** vehicle is bad enough, but if it is due to someone else's negligence, it can be particularly frustrating and expensive. **We** can now offer to provide **you** with a replacement vehicle and the payment of **your** excess which will ease this burden.

Replacement Car Hire Facility

We will arrange for **you** to be provided with a replacement vehicle anywhere in the Republic of Ireland or the United Kingdom, and whenever possible, **we** will provide a like for like replacement. The replacement will not necessarily be the same make but it will be a similar type of vehicle.

The car hire facility enables **you**, the policyholder, to hire a vehicle from an approved car hire company on credit. The credit is provided whilst MIS, **your** legal expenses provider, pursues a claim against the third party.

Credit Excess Payment

Subject to the appointment of **our** panel solicitor and the usage of **our** approved repairer network, **we** will pay the excess due under **your** policy schedule. Yet again the excess payment is provided on credit whilst MIS pursues a claim on **your** behalf.

The credit period extended by the agreements in relation to car hire and the excess payment should expire, in any event, fifty weeks from the date of the agreement. At the expiry of the credit period **you** shall then become liable to pay the hire charges and excess payments in full by a single payment. Full terms and conditions are available.

To avail of these additional benefits **you** must adhere to the terms and conditions of this policy.

To Claim Car Hire Benefit

1. It must be clear from **your** instructions that **you** were not in any way at fault for the accident and that on the face of it liability will devolve upon an identified third party. It is essential that **we** have also agreed to pursue an uninsured loss claim on **your** behalf.
2. It is a condition that, where possible, **you** provide **us** with full details of the person responsible for the accident.
3. It is usually only possible to qualify for a car hire benefit if **you** are aged between 21 and 70, have a clean driving licence and have been driving for at least 2 years. If, as a result of utilising this facility, any additional insurance charges are incurred, and these are usually minimal, they will of course be included in **your** uninsured loss claim.
4. To avail of this benefit the accident must have occurred in the Republic of Ireland or the United Kingdom.

Guidance

After an accident **you** are under a common law duty to keep **your** losses to a minimum. It is therefore essential that a car is hired for a minimum reasonable period of time. **Your** car must be off the road as a result of the accident. Each case will turn on its own merits, but in general terms **you** are under a duty to act reasonably in all the circumstances.

IMPORTANT NOTICE

All potential claims must initially be reported to **our** Claims Helpline Service.

This is a claims made policy. It only covers claims notified to **us** during the **period of insurance** and as soon as possible of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline a claim for cover arising from such circumstances.

DEFINITIONS

Insurer

This insurance is administered by MIS Underwriting Limited & underwritten by AmTrust International Underwriters DAC.

AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

Scheme Administrators

The scheme administrators are MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Policyholder / You, Your

The person or company who has paid the premium and is named in the schedule as the policyholder.

Insured Person

The policyholder and any other person authorised by **you** to drive or to be a passenger in or on the **insured vehicle**.

Insured Incident

An event, act or omission giving rise to a claim for indemnity against **us** for cover under this policy.

Insured Vehicle

A vehicle that **you** own or for which **you** are legally responsible including any caravan or trailer whilst being legally towed.

Authorised Representative

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Territorial Limits

The Republic of Ireland and the UK.

Limit of Indemnity

Any one **insured** incident €65,000.

Period of Insurance

The period of insurance shown in the motor schedule.

Professional Fees

Legal and accountants fees and costs reasonably and properly incurred by the authorised representative with **our** prior written authority, including costs incurred by another party for which you are made liable by court order, or may pay with **our** consent in pursuit of a civil claim in the territorial limits arising from an **insured incident**.

Prospects of Success

At least a 51% chance of the **Insured person(s)** achieving a favourable outcome.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a court of law.

Renewal

Your policy may be automatically renewed, and payment taken on the agreed future date with the details provided, unless **you** contact **your** broker to stop it before the renewal date. **Your** broker will send **you your** renewal invite at least 20 working days before **your** policy renews. **You** can opt out of auto renewal, free of charge, by telephoning **your** broker and speaking with one of their customer service advisors. Please note if **you** opt out of automatic renewal and **your** policy expires, or is canceled, **you** will no longer be covered.

Where **we** are not in a position to invite renewal, **your** broker will issue **you** with notification in writing at **your** last known address at least 20 working days in advance of **your** expiry date.

We recommend **you** keep **your** arrangements under review as there may be suitable alternatives in the market. To find out more please visit: https://www.ccpc.ie/consumers/money/insurance/getting-insurance-quotes/

Schedule

The document which shows details of **you** and **your** motor insurance policy.

Standard Professional Fees

The level of professional fees that would normally be incurred by **us** in using a nominated authorised representative of **our** choice.

Time of Occurrence

When the **insured incident** occurred or commenced whichever is the earlier.

We, Us, Our

MIS Underwriting Limited on behalf of AmTrust International Underwriters DAC.

COVER

We will indemnify **you** in accordance with **our standard professional fees** and where requested by **you** any other **insured person** up to the limit of **indemnity**, subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an **insured incident** within the **territorial limits**, where **you** notify **us** during the **period of insurance** and as soon as possible of the **time of occurrence** of the **insured incident**.

INSURED INCIDENT

The collision between two mechanically propelled vehicles occurring on a public road or a road to which the public have access whether by right or by payment and resulting in:

1. The death of, or bodily injury to an **insured person**.
2. Uninsured losses being incurred by an **insured person**.

We will retain the discretion to investigate incidents which fall outside this definition.

EXCLUSIONS

The insurance does not cover:

i. **Professional fees** incurred:
   a) in respect of any **insured incident** where the **time of occurrence** commenced prior to the commencement of the insurance.
   b) before **our** written acceptance of a claim.
   c) before **our** approval or beyond those for which **we** have given **our** approval.
   d) where **you** fail to give proper instructions in due time to **us** or to the **authorised representative**.
   e) where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case.
   f) if **you** withdraw instructions from the **authorised representative**, fail to respond to the **authorised representative** or withdraw from the legal proceedings, or the **authorised representative** refuses to continue to act for **you**. Furthermore, any fees or disbursements incurred by MIS Ltd shall become payable forthwith.
   g) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
   h) in respect of the amount in excess of **our standard professional fees** where **you** have elected to use an authorised representative of **your** own choice.

ii. The pursuit, continued pursuit, or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained, or where the likely settlement amount is disproportionate compared with the time and expense incurred.

iii. Claims which are conducted by **you** in a manner different from the advice or proper instructions of the **authorised representatives**.

iv. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have a reasonable chance of success.

v. Any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.

vi. Damages, fines or other penalties **you** are ordered to pay by a court tribunal or arbitrator.

vii. Claims arising from an **insured incident** arising from **your** deliberate act, omission or misrepresentation.

viii. Electronic Data

Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form usable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation

of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

ix. Radiation

Any direct or indirect consequence of: Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

x. Terrorism

Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005 and any amending or substituting legislation.
An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

a) involves violence against one or more persons; or
b) involves damage to property; or
c) endangers life other than that of the person committing the action; or
d) creates a risk to health or safety of the public or a section of the public; or
e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

xi. War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

xii. Any dispute relating to written or verbal remarks which damage **your** reputation.

xiii. Any **professional fees** relating to **your** alleged dishonesty, criminal act or violent behaviour.

xiv. Professional fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements.

xv. **Legal proceedings** outside the Republic of Ireland and proceedings in constitutional international or supranational courts and tribunals including the European Court of Justice and the Commission and Court of Human Rights.

xvi. A dispute which relates to any compensation or amount payable under a contract of insurance.

xvii. A dispute with **us** not dealt with under the arbitration condition.

xviii. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.

xix. An application for judicial review.

xx. Any claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.

xxi. Any claim where an **insured person** (not being the **policyholder**) is driving under a 'driving other cars' extension to their motor insurance policy.

xxii. Claims arising out of the use of an **insured vehicle** by an **insured person** for racing, rallies, trials or competitions of any kind.

xxiii. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of an **insured person's** claim.

xxiv. Any claim if an **insured person** has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the **insured incident**.

xxv. Any claim arising from a contractual relationship.

xxvi. The costs of a hire car that **we** have not, in advance, agreed to pay for in writing.

xxvii. Claims made by an **insured person** against any unauthorised passenger in the vehicle.

xxviii. Claims for passengers where there is a conflict of interest between **you** or the authorised driver any and other passenger(s).

Hire Car Cover Exclusions

Any costs where:

1. **You** use a car hire provider not approved and agreed by **us** in writing.
2. **You** provided incorrect, misleading or fail to provide information relating to the

circumstances of the accident.

3. **You** are unable to provide details of the third party that was involved in the accident.
4. **You** fail to return the hire car to the car hire provider when requested to do so.
5. These are related to fuel, fares, fines, charges and fees relating to the hire car whilst in **your** possession.
6. The costs of a hire car that **we** have not in advance agreed to pay for, or beyond those for which **we** have given **our** approval, such as, but not limited to car upgrades and additional drivers.
7. **You** decide without **our** agreement to discontinue **your** claim or where **you** fail to co-operate fully with the **appointed representative** in recovering **your** uninsured losses.

CONDITIONS

Alteration of Risk

You shall notify **us** immediately of any **alteration in risk** which materially affects this insurance.

Observance

Our liability to make payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing as soon as possible about any matter which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur **professional fees**.

We will give such consent if **yo**u can satisfy **u**s that there are sufficient **prospects of success** in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid.

We may require **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **legal proceedings**. If **we** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your prospects of success** are insufficient, or
2. It would be better for **you** to take a different course of action, or
3. **We** cannot agree to the claim,

we will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a reasonable settlement will be obtained, or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** responsibility and will be required to be repaid to the insurer.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised representative** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised representative** whose name and address **you** must submit to **us**. In selecting **your authorised representative you** shall have regard to the common law duty to minimise the cost for **your** claim.

Where **you** have elected to use **your** own nominated **authorised representative you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Conduct of Claim

1. **You** shall at all times co-operate with us and give to **us** and the **authorised representative** evidence, documents and information of all material developments, and shall attend upon the **authorised representative** when so requested at **your** own expense.

2. **We** shall have direct access at all times to, and shall be entitled to obtain from the **authorised representative** any information, form, report, copy of documents, advice, computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised representative** which may be required for this purpose. **You** or **your authorised representative** shall notify **us** immediately in writing of any offer or payment into court made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.

3. **We** will not be bound by any promise or undertaking given by **you** to the **authorised representative** or by either of **you** to any witness, expert or agent or other person without **our** agreement.

4. The information **you** have provided regarding the incident is to the best of **your** knowledge and belief and **you** have not withheld any material fact concerning the incident.

Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay **you** all or any costs and expenses, charges or compensation, **you** will do everything possible, subject to **our** directions, to recover the money and hold on to it on **our** behalf. If payment is made by instalments, these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Subrogation

You agree that where the **scheme administrator** makes any payment to **you** in respect of recoverable uninsured losses, **you** give the **scheme administrator** authority to recover those losses on behalf of **you**, in the s**cheme administrator's** own name and for the **scheme administrator's** benefit.

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.

Data Protection

We are committed to protecting the confidentially and security of the information that **you** provide to **us** and **we** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **your** information. For **our** full Privacy Notice go to www.misunderwriting.com

Claims Management

In the event of a claim **we** may need to disclose some of **your** information to third parties to enable **us** to administer **your** policy effectively, third parties may include solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies and other insurers etc.

The data supplied by **you** will only be used for the purposes of processing **our** policy of insurance including underwriting, administration and handling of any claim which may arise. The data supplied will not be passed on to any other parties other than those which **we** have mentioned herein.

We may respond to enquiries by the police concerning **your** policy in the normal course of their investigations.

How to Find What Information We Hold About You

You have the right to request a copy of all the personal information **we** hold about **yo**u in a

Subject access request or to have **your** data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to **us** at the address above or contact **us** via email.

Complaints

You have the right to complain about how **we** treat **your** Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at https://www.dataprotection.ie/en/contact/how-contact-us. **We** are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

Motor Insurers' Bureau of Ireland Scheme

In the event of compensation being pursued under the Motor Insurers' Bureau of Ireland Scheme (MIBI) **we** shall not be liable for any costs/outlays over and above the MIBI scale of costs, or any interim payments associated with the pursuit of any claim authorised by MIS Underwriting Ltd.

Injuries Board

Personal injuries are assessed by the Injuries Board and it is important to note that the Injuries Board does not award legal costs, save in exceptional circumstances. **Your** MIS legal expenses policy does not provide cover for those legal costs incurred in making an application to the Injuries Board. However, if **your** case does not settle, following assessment by the Injuries Board, and **your** case proceeds to litigation, MIS will cover those legal costs incurred in pursuing **your** personal injury claim through the courts, provided of course **you** case has reasonable **prospects of success**.

Privity of Contract

Only the persons who are a party to this contract can enforce its terms and have those terms enforced against them.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Cancellation

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet **your** requirements, please return it to **your** agent within 14 days of issue.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the insured at his last known address. Provided the premium has been paid in full the **insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

LEGAL AND CLAIMS HELPLINE

All potential claims must be reported initially to the claims helpline for advice and support.

We will not accept responsibility if the helpline services fail for reasons beyond **our** control.

LAW

This policy shall be governed by and construed in accordance with the Law of the Republic of Ireland.

IMPORTANT NOTICE

If **you** should engage the services of any legal professional, **recovery operator** or any other **authorised representative** prior to making contact with the **Helplines**, any costs incurred will be **your** responsibility as they are not covered by this contract.

SECTION 2

TOTAL LOSS - VEHICULAR THEFT REPLACEMENT CAR FACILITY

Increasingly insurance companies are declaring vehicles a “total loss” following an **insured** event and unfortunately there is no provision for the supply of a replacement vehicle under their contracts. Furthermore, if **your** vehicle is stolen and not recovered, **you** are yet again left without a vehicle until the claim is settled.

In circumstances where **your** vehicle is declared a total loss or is stolen and remains unrecovered for a period of 48 hours, **we** will provide **you** with a self-drive hire car of equivalent level up to a maximum of 1600cc for a period of up to 10 calendar days.

REPLACEMENT VEHICLE EXCLUSIONS AND CONDITIONS

To Claim Replacement Car Hire Facility

All potential claims must be reported to the MIS Claims Handler within 5 days of any **insured incident** occurring which may give rise to a claim.

Insured Incidents

1. A fire, malicious damage or road traffic accident that renders the **insured vehicl**e a total loss as determined by **your** motor insurer.
2. Theft of the **insured vehicle** which remains unrecovered for 48 hours after the date of occurrence.

Exclusions

No replacement vehicle will be provided if:

1. There is a claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.
2. A claim arises out of the use of the **insured vehicle** for racing, rallies, trials or competitions of any kind.
3. If **you** have never held (or have been disqualified from holding or obtaining) a driving licence at the time of the **insured incident**.
4. If a claim for theft has not been reported to the police, or theft of **your** unoccupied vehicle if it was left unlocked, or the windows or roof opening were open, or the keys were in the vehicle.
5. The claim is not reported to **us** less than 5 days after **you** become aware of the incident.
6. The **insured person** is aged under 21 or over 70 years of age.
7. The provision of a replacement vehicle is dependant upon the terms and conditions of the legal expenses policy in non fault claims and the usage of the approved repairer network in all other **insured events**.

Conditions

When taking possession of the replacement vehicle **you** must produce a full valid driving licence and additional personal identification. **You** are responsible for the payment to the supplier for any hire charges over ancillary expenses for any period in excess of 10 calendar days. **You** are also responsible for the payment of all fuel used during the placement period and a deposit may be required at the time of the commencement of the hire period. A hire car cannot be provided where the requirements of the car hire company cannot be met by **you**. The availability of a driving licence and the age of the driver can restrict the ability of MIS to procure a replacement car.

Alteration of Risk

You must notify the person through whom **you** effected **your** motor insurance of any

alteration or risk which materially affects **your** insurance.

Conduct of Claim

The vehicle must be returned to the car hirer no later than 48 hours after a payment is made to **you** by **your** motor insurer, and in any event at the end of 10 days.

Territorial Limits

The Republic of Ireland and the United Kingdom.

UNINSURED DRIVERS EXCESS PAYMENT

A recent survey in the UK highlighted that there were around 2 million people driving without insurance.

In the event that **you** are involved in a non-fault accident, **you** will have to pay **your** excess under **your** insurance policy and pursue a claim through the Motor Insurers' Bureau of Ireland (MIBI).

Under this section MIS will pay the excess due under the comprehensive policy of motor insurance subject to a maximum payment of €500. This applies when the **policyholder** has been involved in a road traffic accident and there is an identifiable third party, albeit uninsured. A claim will be processed thereafter under the terms and conditions of the legal expenses element of this contract.

Excess Payment Exclusions and Conditions

No payment will be made if:

1. There is a claim where **your** motor insurers are entitled to repudiate **your** motor policy or refuse cover.
2. A claim arises out of the use of the **insured vehicle** for racing, rallies, trials or competitions of any kind.
3. The payment of the policy excess is dependent upon the usage of the insurers approved repairer network and **our** panel solicitors.
4. This benefit is applicable to comprehensive policyholders only.
5. Unless a claim is being pursued via the MIBI.

COMPLAINTS PROCEDURE

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check **our** status on the insurance distribution register by clicking here: http://registers.centralbank.ie/

It is **our** intention to provide **you** with a high level of customer service at all times. If **you** wish to make a complaint about **our** services **we** have a formal complaints procedure. In the first instance **you** may contact **us** in writing or by phone. Please address **your** complaint to:

MIS Underwriting Ltd, 14a Jocelyn Street, Dundalk, Co Louth A91 XNY2
Tel: 01 872 0179 Email: underwriting@misgroup.online

MIS Underwriting Ltd will contact **You** within five business days of receiving the complaint to inform **You** of what action they are taking. MIS Underwriting Ltd will provide **you** with regular updates in writing on the progress of the complaint investigation, at intervals of not greater than 20 business days and will attempt to investigate and resolve **your** complaint within 40 business days of receipt. If it is not possible to resolve **your** complaint within 40 business days, **we** will provide **you** with a written explanation as to why the complaint cannot be resolved and indicate when it is expected that a final response can be made. Within 5 business days of the completion of **our** investigation **we** will issue **you** with **our** final response.

If **you** are dissatisfied with **our** final response or if **your** complaint has not been resolved within 40 business day **you** are entitled to refer **your** complaint to the:

Financial Services and Pensions Ombudsman,
Lincoln House, Lincoln Place, Dublin 2, D02 VH29
E-mail: info@fspo.ie web: www.fspo.ie
Telephone + 353 1 567000

Please be aware that the Financial Services Ombudsman will only be able to consider **your** complaint after MIS Underwriting Ltd have had the opportunity to consider and resolve this

Compensation Scheme

AmTrust International Underwriters DAC is a member of the Insurance Compensation Fund. Further information about the fund is available here: https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/ insurance-compensation-fund

M|I|S
UNDERWRITING

PERSONAL ACCIDENT INSURANCE



www.misunderwriting.com

PERSONAL ACCIDENT INSURANCE

The Personal Accident Insurance as outlined below is underwritten by AIG Europe S.A., one of the leading personal accident insurers in the world.

AIG Europe S.A. is an insurance undertaking registered with R.C.S Luxembourg. Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue. J.F. Kennedy, L-1855, Luxembourg. AIG Europe S.A. is authorised by the Luxembourg Ministére des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules. This section sets out the terms of the contract between the **Insured** and AIG to provide the insurance cover as described in this section to all **insured Persons**.

In the event that an **insured person** is involved in an **accident** whilst:

(a) driving or travelling in an **Insured Vehicle** or travelling in any motor vehicle licensed to travel on the public roads
(b) riding as a fare paying passenger (but not as a crew member) in any air, rail or sea conveyance licensed to carry passengers for hire.

If **you** sustain a **bodily injury** during the **time of cover** and **period of insurance**, and within two years of the **bodily injury** is the only cause of **your** death, permanent disability, **medical expenses** or **hospitalisation**, **we** will pay **you** the amount of benefit shown in the table of benefits.

Cover shall not apply to an **insured person** aged 75 and over.

Table of Benefits

Benefits	**Adults**	**Children under 18**
(1) Death	€12,700	€6,350
(2) **Loss** of one or more Limbs	€12,700	€6,350
(3) **Loss of Sight** in one or more Eyes	€12,700	€6,350
(4) **Loss** of one Limb and sight in one Eye	€12,700	€6,350
(5) **Permanent Total Disablement** (from any occupation)	€12,700	€6,350
(6) **Medical Expenses** (including emergency dental expenses	€1,270	€1,270
(7) **Hospitalisation** as an inpatient following a motor **accident** for more than 24 hours - payable for a maximum of 10 weeks	€127 per week	€64 per week

DEFINITIONS

Accident

A sudden, unexpected and specific event, external to the body, which occurs at an identifiable time and place.

Authorised Broker

Any broker, regulated and authorised by the relevant financial body or institution to offer Legal Expenses and Personal Accident Insurance to their motor policyholders.

Bodily Injury

Identifiable physical injury to **your** body which is caused directly and solely by an **accident**.

Child or Children

The **Insured** or their **partners children** under 18 years of age (or 23 if in full-time education) at the date of accidental **bodily injury**.

Doctor

A medical practitioner who is currently registered with the Irish Medical Council to practice medicine. This does not include:

- **you**
- **your** mother, father, sister, brother, husband, wife, fiance, fiancee, **partner**, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, daughter-in-law or sister-in-law.

Hospital

An institution which has accommodation for in-patients and facilities for diagnosis, surgery and treatment. It does not include a long-term nursing home, a rehabilitation centre, an old peoples or convalescence home or an extended care facility.

Hospitalisation

Admission to a **hospital** as an in-patient and for at least 24 hours in a row.

Insured

The policyholder named in the motor insurance schedule.

Insured Person

a) the **insured** named in the schedule.

b) the husband or wife of the **Insured**, or the **Insured's partner** or civil **partner** who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
c) the **insured's children** and parents, normally resident in the home.

Insured Vehicle

The private motor car(s) in respect of which a motor certificate of insurance has been issued to an **insured** through an **authorised broker** and who has elected to join the MIS Underwriting Limited Personal Accident Insurance Plan.

Loss

Permanent, total and irrevocable loss of use, or the permanent and total loss by physical severance (seperation), of a limb being a complete:

- foot or leg, or
- hand or arm.

Loss of Sight

Permanent and total loss of sight in both eyes if **you** are registered blind on the authority of a fully qualified ophthalmic specialist; or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what **you** should see at 60 feet).

Master Policy

The Drivers Accident Protection Plan Insurance Policy held by the **master policyholder**.

Master Policyholder

MIS Underwriting Ltd, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Medical Expenses

The cost of operations, fees, medical or surgical appliances and **hospital** or nursing home charges necessarily incurred and expended in connection with any **bodily injury** for which a valid claim is paid under the **master policy**. **Medical expenses** shall include emergency dental treatment required for the immediate relief of pain within seven days of the **bodily injury** happening. Orthodontic and cosmetic surgery shall not be deemed emergency dental treatment.

Partner

A person aged 18 or over and is:

- the **insured's** legal husband or wife, or
- financially dependent on the **insured**, or the person and the **insured** are financially dependent on each other, and the person lives at the same address as the **insured**.

Period of Insurance

The date the motor policy insuring the **insured vehicle** starts until the earliest of the dates when the **master policy** is cancelled or the motor policy:

- finishes
- is cancelled, or
- is not longer arranged through an **authorised broker** or the **master policyholder**.

Permanent Total Disablement

Disability, other than by **loss** or **loss of sight**, which totally and permanently prevents **you** from doing any paid work whatsoever for the rest of **your** life.

Territorial Limit

Republic of Ireland, Northern Ireland and Great Britain.

Terrorist Act

Any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered **terrorist acts**.

Terrorist Act shall also include any act which is verified or recognised by the (relevant) government as an act of terrorism.

Time of Cover

Whilst **you** are:

(a) driving or travelling in an **Insured Vehicle** or travelling in any motor vehicle licensed to travel on the public roads,

(b) riding as a fare paying passenger (but not as a crew member) in any air, rail or sea conveyance licensed to carry passengers for hire.

War

War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

We, Us, Our

AIG Europe S.A.

You, Your

The **insured**, **partner** and the **child** or **children** of the **insured** or **partner**.

EXCLUSIONS

We will not pay any claim directly or indirectly resulting from, contributed by or arising from:

1. **War**, invasion, act of foreign enemy, hostilities (whether **war** be declared or not), terrorism, civil **war**, rebellion, revolution, insurrection or military or usurped power
2. Any **terrorist act**
3. Suicide or attempted suicide or intentional self-inflicted injuries
4. **You** suffering sickness or disease not resulting from **bodily injury**
5. **You** being in charge of the **insured vehicle** having blood/urine alcohol level above the legal limit stated in the Road Traffic Acts
6. **You** being in charge of the **insured vehicle** having taken a drug other than according to the manufacturer's instructions or as prescribed by a **doctor**
7. Taking a drug to treat drug addiction
8. Participation in any kind of race
9. Any claim where **you** are in control of the **insured vehicle** and not in possession of a valid driving licence and motor certificate of insurance as required by law
10. Any claim where a current and valid test certificate has not been issued to cover the **insured vehicle** or the **insured vehicle** is in an un-roadworthy condition
11. The **insured vehicle** at the time of the **accident** being used for the carriage of passengers for hire or reward
12. The **insured vehicle** carrying a greater number than the legal seating capacity at the time of the **accident**
13. Anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition.

CONDITIONS

Benefit Limitations

a) if **you** are over 65 when **you** receive a **bodily injury**, **we** will not pay the benefit under item 6 in the table of benefits.

b) if death occurs within 13 weeks of **bodily injury** the benefit under item 1 in the table of benefits will be paid and no other benefit.
c) when more than one form of disability results from **bodily injury** from the same **accident** the maximum payment will be the sum insured under item 1 in the table of benefits.
d) **we** will not pay a claim under more than one of items 1-5 in the table of benefits.
e) **we** will not pay a claim under items 1-5 in the schedule for a **loss** that manifests itself after two years of the **accident**.
f) if **you** are covered under more than one personal accident insurance issued by **us**, **we** will only pay any benefit in the table of benefits once, under any one policy (the benefits do not aggregate under each policy).
g) upon payment of a claim under items 1-5 in the table of benefits, cover for **you** will stop if such payment is made to **you**.

Cancelling the Cover

Cooling Off Period

Cancelling the policy during the cooling off period - **You** may cancel this cover within 14 consecutive days of the start date of the motor policy as shown in the policy Schedule or within 14 consecutive days of receiving **your** policy, whichever is the latter, by giving AIG Europe S.A. notice in writing to AIG Europe S.A. 30 North Wall Quay, International Financial Services Centre, Dublin 1 or by e-mail to postmaster.ie@aig.com. **We** will give a full refund of any premiums paid so long as **you** have not claimed. Premium will be returned to **you** withing 5 working days from the date **we** receive notice of cancellation from **you**.

If **we** or the **master policyholder** cancels the **master policy**, cover continues for **you** until the end of **your** current **period of insurance** unless the **insured** cancels their own cover.

The **insured** can cancel their cover by writing to the **master policyholder** or **us**. Cover will cease from the date of receipt of the cancellation by either the **master policyholder** or **us**.

A proportionate refund of premium will be allowed for the unexpired period of cover provided a claim has not been made within the current **period of insurance**.

Claim Procedure

You must provide, at **your** own expense, any evidence **we** ask for to support **your** claim. **You** must undergo any medical examinations **we** specify, at **our** expense.

We will not pay interest on any claim payment.

If **we** have paid a claim under this insurance, and **you** have accepted that payment, **we** will not have to make any further payments for the same claim.

Benefits will be paid to **you** or to **your** personal representative if **you** die, whose receipt will discharge **us**. In the event that **you** are under 18 years of age the benefit will be paid to:

- the **insured** as long as they are a parent of the **child**, otherwise **we** will pay the **child's** legal guardian, or
- the **child's** legal representative if the **child** dies.

You must tell **us** about any potential claim as soon as **you** possibly can.

You can contact **our** Claims team at irelandclaims@aig.com or by calling **our** main switch line on (01) 2081400.

Governing Law

The contract between the **master policyholder**, the **insured** and **us** will be governed by Irish law unless the **master policyholder**, the **insured** and **we** agree otherwise prior to the beginning of the **period of insurance**.

Master Policyholder Requirements

The **master policyholder** will pay premiums and supply information in the form and at the frequency required by **us**. The insurance will not be affected if the **master policyholder** fails to send reports or pay premiums.

Transferring the Cover under this Section

You cannot transfer the benefit of this cover section to anyone else or use this cover section as a mortgage or guarantee of any kind.

Take reasonable precautions

You must take all reasonable precautions to maintain the **Insured vehicle** and/or trailer in a roadworthy condition.

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by AIG under this policy section shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999 (or future amendments thereto)

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

Insurance Compensation Fund

AIG Europe S.A. is a member of the Insurance Compensation Fund. Further information about the fund is available at:
https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund

DISPUTES AND COMPLAINTS

Complaints Procedure

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@fspo.ie Website: www.fspo.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.

Privacy Notice and Data Protection

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

To opt-out of any marketing communications that **we** may send **you**, contact **us** by e-mail at: unsub.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 - 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


M|I|S
UNDERWRITING