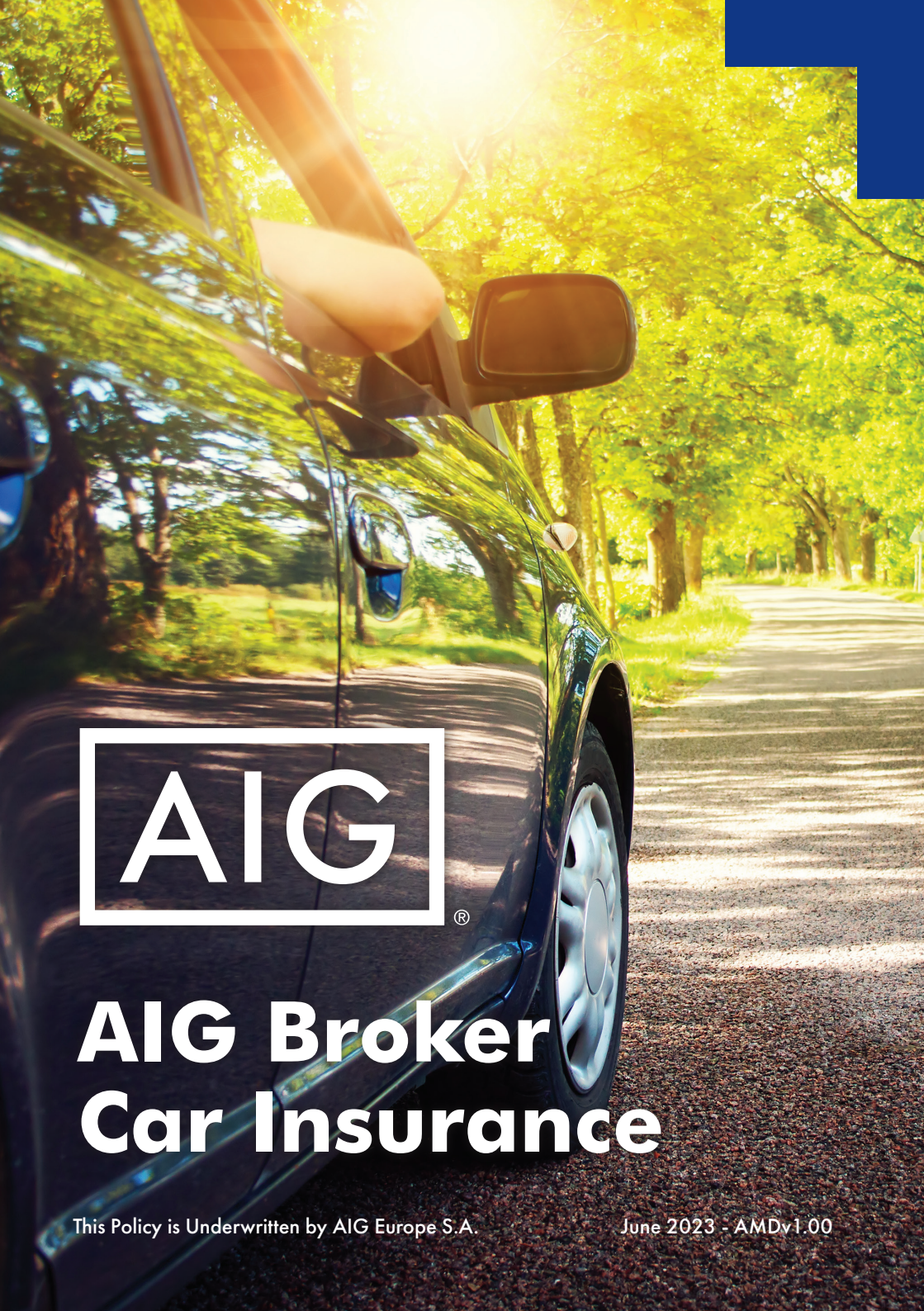


AIG Broker Car Insurance

This Policy is Underwritten by AIG Europe S.A.

June 2023 - AMDv1.00

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 team are available 24 hours a day, 365 days a year to assist You with Your queries, you can e-mail them at claims.ie@aig.com.

1. Telephone Our Car Claims Team on 01 859 9700 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 AIG Approved Repairer Network can be availed of. In the event of the Car being unfit to drive they will tow Your Car. This will safeguard the Car 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 AIG Car Claims Team immediately and they 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.

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Welcome to AIG Broker car insurance:

This is your private car insurance policy document and forms part of **your** insurance cover documentation together with:

- **Your** completed **statement of fact,**
- **Your policy schedule**, and
- **Your certificate of motor insurance** (which includes the insurance disc for your car).

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 this **policy** document apply to the **policy** cover **you** have purchased.

Please check all of the above documents carefully to make certain they give **you** the cover **you** require. **Your insurance broker** will be able to assist you with any cover query questions that you might have.

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

The contract is based on the information **you** provided in your completed **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.

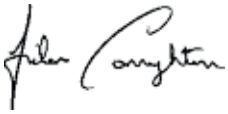
We have agreed to insure **you** against liability, loss or damage that may occur within the **territorial limits** of the **policy** during any period of insurance for which you have paid, or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained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

Nobody other than **you** (the policyholder) and **us** (AIG Europe S.A.) **your insurer** 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, D01R8H7.



Aidan Connaughton,
General Manager,
AIG Europe S.A., Ireland Branch.

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., Ireland Branch has its registered office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7. Branch registration number 908876. VAT number 3580476UH.

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.

Important information:

1. Your pre-contractual duty of disclosure:

You must answer all questions contained in **your** completed **statement of fact** honestly and with reasonable care. This includes the answers and/or information to any prior **statement of fact** supplied to **us.** In the event of any inconsistency in your responses to, or information supplied in your **statement of fact** the most recent answers and information supplied will prevail.

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

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

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

2. Your cooling-off period:

You have 14 working days from the start date of the **policy** to write to **your insurance broker** at the address shown at the bottom of **your** cover confirmation letter if **you** want to cancel **your car** insurance policy. This is known as a cooling-off period.

If **you** cancel **your car** insurance **policy** during this period of time, provided **you** have not made a claim, **your insurance broker** will refund **your** premium upon the **certificate of motor insurance and disc** being returned. However, **you** will be charged with a set-up fee and a pro-rata premium for the period on cover, during the cooling-off period.

3. Your insurance cover level:

As an AIG Broker car insurance customer you have selected one of two cover level options:

1. Comprehensive cover or
2. Third Party, Fire and Theft cover.

Your **schedule** will show the insurance cover level you have purchased.

If **you** have purchased any optional add-on covers, **your schedule** will display details of same and the additional premium amounts being charged.

4. Definition of words:

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

Accessories

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

Audio or in-car entertainment equipment

Any audio or in-car entertainment devices permanently fitted to **your car**. Portable devices of any kind are not included within this definition.

Car/insured 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 **your car** registration number, who can drive **your car** and for what purpose **your car** can be used for.

Endorsement

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

Excess(es)

The amount **you** will have to pay towards a claim. **Your statement of fact** and/or **your schedule** displays the amount of **excess(es)** applicable under **your policy** for which **you** are responsible.

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.

Insured person(s)

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.**

Insurance broker

The authorised and regulated insurance intermediary arranging this insurance with the **Insurer** on **Your** behalf.

Insurer

AIG Europe S.A.

Market value

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

Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by the **Insured**/Policyholder to any question on the completed **statement of fact**.

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 policy wording document, the **schedule,** and the **certificate of motor insurance.**

Policyholder

The individual whose name is shown on the **statement of fact**, **schedule,** and the **certificate of motor insurance.**

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

A precise record of the answers and/or information **you** provided to each of the specific questions asked of **you** by **your insurance broker** at the pre-contractual stage of this contract of insurance. This includes the answers and/or information to any prior completed statement of fact (including provided at renewal or mid-term adjustment).

You must answer all of the questions on the **statement of fact** honestly and with reasonable care, failure to do so may be regarded as a **misrepresentation.**

Territorial Limits

The geographical limits within which the policy operates. Includes the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and where provided for in Section 8-Foreign Travel, all countries in the European Economic Area and Switzerland, and 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 any **insured person** under this **policy**.

We, us, our

AIG Europe S.A.

Windscreen

Front, rear and side glass windows excluding panoramic glass roof areas which form part of the vehicle declared market value and are covered separately under accidental damage cover section where applicable.

You, your

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

5. General policy exceptions:

These General Exceptions apply to all sections of **your 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 **your 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 and 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.

6. Privacy policy – 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 dependants). By providing Personal Information **you** give permission for its use as described below. If **you** provide Personal Information about another individual, **you** confirm that **you** are authorised to provide it for use as described below.

Depending on **our** relationship with **you**, Personal Information collected may include:

- Identification and contact information,
- Payment card and bank account,
- Credit reference and scoring information,
- Sensitive information about health or medical condition,
- Driving pattern information obtained from telematic **devices** in customer vehicles (where customers have consented to use of such **devices**), and
- Other Personal Information provided by **you**.

Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment.
- Decision-making on provision of insurance cover and payment plan eligibility.
- Assistance and advice on medical and travel matters.
- Management and audit of our business operations.
- 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 outside **your** country of residence.
- Monitoring and recording of telephone calls for quality, training, and security purposes.
- Marketing, market research and analysis

Sharing of personal information:

For the above purposes personal information may be shared with our group companies, brokers and other 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 law including the Motor Insurance Database (MID) in respect of Northern Ireland motor policies.

Personal information (including details of injuries) may be recorded on claims registers (i.e. Insurance Link, and Claims and Underwriting Exchange (CUE), and shared with other insurers.

We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at http://info.insurancelink.ie and CUE at http://www.insurancedatabases.co.uk.

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 and other countries with different data protection laws than in **your** country of residence.

Security and retention of personal information:

Appropriate legal and security measures are used to protect Personal Information. **Our** service providers are also selected carefully and required to use appropriate protective measures. Personal information will be retained for the period necessary to fulfil the purposes described above.

Requests or questions:

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: dataprotectionoffice.ie@aig.com

or write to:

Data Protection Officer, AIG Europe S.A., Ireland Branch,
30 North Wall Quay, IFSC, Dublin 1.

More details about our use of Personal Information can be found in our full "Privacy Policy" at www.aig.ie or **you** may request a copy using the contact details above.

7. Our 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 prevent **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
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 complaint's 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 media- tor 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, 11 rue Robert Stumper, L-2557 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at recla- mation@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.

Your Policy Cover:

Your policy schedule will set out for **you** the cover **you** have purchased and the sections of this **policy** that apply to **you**.

Please read and check **your statement of fact** and **schedule** carefully to ensure that they correctly reflect the cover level option **you** have purchased, and any optional add-on covers that **you** have requested.

Section 1 – Loss of or damage to your car:

What is covered	What is not covered In addition to the **General Policy Exceptions**
Section 1 (A) – Accidental Damage Loss or damage to **your car** **Section 1 (B) – Fire & Theft Cover** is lost or damaged by fire, lightning, explosion, theft, or attempted theft. Under both Sections 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.	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 or if your tyres are below the legal limit required to drive. 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, on 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.

What is covered	What is not covered In addition to the **General Policy Exceptions**
■ We retain the right to repair your vehicle with parts which have not been made by your vehicle's manufacturer but are of a similar standard and readily available in the Republic of Ireland market. ■ If replacement parts or accessories are not available or out of stock, you will have to pay the extra cost of transporting the parts or accessories from outside of the EU and any extra cost above the manufacturer's costs.	6. The cost of parts or the cost of importing parts or accessories for your vehicle from outside the EU. For all imported vehicles, we will only pay the costs of parts available for similar standard European model which is readily available in the European market. 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 to **your car** caused by moth, vermin, insects, 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 incorrect fuel type. 12. Loss or damage arising from the use of substandard or contaminated fuel, lubricants, or parts.

What is covered	What is not covered In addition to the **General Policy Exceptions**
	13. Loss or damage to **your car** arising from or contributed to by the driver's blood and/or urine alcohol levels being above the legal limit as stated in current road traffic legislation or by 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.

Section 1 (A) & (B) Additional Covers

1. In-car entertainment, communication and navigational equipment - Applies to Section 1 (A):

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 €750 for any other equipment which is not permanently fitted to **your car**.

2. Replacement locks - Applies to Section 1 (A) & (B):

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.

3. New car replacement – Applies to Section 1 (A) & (B):

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 at the time when:

(i) **your car** is stolen and not recovered; or

(ii) the cost of repair or damage covered by this **policy** exceeds 60% of the list price, inclusive of taxes, when **your car** was new with the odometer being less than 20,000 kilometres.

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

4. Courtesy car/ Temporary Replacement Car – Applies to Section 1 (A) & 1 (B):

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 for up to 5 days or to up to the value of €200. 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 (Class A) 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.

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.

Section 2 – Liability to other people:

What is covered	What is not covered In addition to the **General Policy Exceptions**
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**;	**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;

What is covered	What is not covered In addition to the **General Policy Exceptions**
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.	

Section 3 – Windscreen cover:

What is covered	What is not covered In addition to the **General Policy Exceptions**
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.	**We** will not pay for: ■ the glass replacement **excess** shown in **your schedule;** ■ Loss or damage caused deliberately by **you;** ■ Loss of use of **your car** while it is in for windscreen repairs; ■ Loss or damage to sunroofs and panoramic glass roof/ sunroof areas; • Cost of importing windscreen parts or accessories or storage costs associated with delays. For all imported vehicles, we will only pay the costs of windscreen parts or accessories available for similar standard European models which are readily available in the European market. If **you** choose not to use **our** approved glass repairer the most we will pay under this section will be **€225** less any **excess** which applies.

Section 4 – Personal Accident (an Optional Add On):

What is covered	What is not covered In addition to the **General Policy Exceptions**
If applicable to your policy, we will pay the following benefits to Insured Persons for the events described: **a)** Death €26,000 **b)** Total and permanent loss of sight in one or both eyes €26,000 **c)** Loss of one or more limbs €26,000) **d)** For each complete day you or they spend as an inpatient in hospital for up to 20 days €130 per day subject to a maximum of €2,600. We will pay benefits to any person insured who is injured: **A.** while in, getting into or getting out of a private car **B.** while in, getting into or getting out of any train, bus, taxi, aircraft, boat, ship or hovercraft, but only as a fare-paying passenger, or **C.** while as a pedestrian involving any road vehicle, train or aircraft. The injury must be the only cause of death, loss of sight in one or both eyes or loss of a limb of the person insured.	1. We will not pay for any person insured: **a)** Taking part in racing, rallies, trials, speed testing or motorcycling; **b)** affected (temporarily or otherwise) by alcohol, drugs or solvent abuse; **c)** Having a breath, blood or urine alcohol level above the legal limit shown in the Road Traffic Acts and any further regulations; **d)** claiming more than one of the amounts payable under the benefits a, b or c under this section in connection with the same accident; or **e)** who lives permanently outside the Republic of Ireland. 2. We will not pay for death or bodily injury: **a)** caused by suicide or attempted suicide; **b)** caused, prolonged or made worse by any illness or disability you had before the accident; or **c)** first occurring six months after the date of the accident.
Notes applying to section 4 1. If you or any person insured dies, we will pay death benefit to the legal personal representatives. 2. The cover in this section applies worldwide. 3. If we pay a benefit under this section, it does not affect your no-claims discount.	

Section 5 – Personal Belongings:

What is covered	What is not covered In addition to the **General Policy Exceptions**
We will pay a maximum of €300 for personal belongings in **your car** if lost or damaged due to accident, fire, theft, or attempted theft.	■ 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	What is not covered In addition to the **General Policy Exceptions**
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	What is not covered In addition to the **General Policy Exceptions**
We will pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in respect of any event which may be the subject of indemnity under this **policy** subject to a limit of €1,500 in respect of any one accident.	

Section 8 – Foreign Travel:

What is covered	What is not covered In addition to the **General Policy Exceptions**
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 consecutive 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 and European Economic Area (EEA) plus Switzerland. Cover applies while **your car** is being transported (including loading and un-loading) 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**.	

What is covered	What is not covered In addition to the **General Policy Exceptions**
If **you** need cover for a longer period or if **you** want to use **your** car in countries not listed above, **you** must contact **your insurance broker** to: ■ Ask to provide cover in advance; ■ Advise the date **you** will be leaving and the date **you** will be returning; ■ Advise which countries you are visiting; and ■ Pay any extra **premium** required. A. **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 other country which is a member of the European Union and European Economic Area (EEA) plus Switzerland.	

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 no claims bonus in line with **our** no-claims bonus scale applying at the renewal date.

Your no-claims bonus will not be affected by:

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

Introductory bonus:

If **we** have reduced **your** first **premium** using an introductory or accelerated no-claims 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. Partial / Stepback No Claims Bonus Protection (an optional add-on):

This cover only applies if **your schedule** states that **you** have partial or stepback no-claims bonus protection.

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

No Claims Bonus	Reduces to:
1 Years	0 Years
2 Years	0 Years
3 Years	1 Year
4 Years	2 Years
5 Years +	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**.

C. Full No Claim Bonus Protection (an optional add-on):
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.
Important: Deferment Clause:
If any claim is notified or arises after the calculation of the No Claim Discount and issuance of the renewal invitation, AIG reserves the right to treat any such claim as having occurred in the next **period of Insurance**.

Section 10 – Car Sharing:

What is covered	What is not covered In addition to the **General Policy Exceptions**
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

Section 11 – Driving Other Cars:

What is covered	What is not covered In addition to the **General Policy Exceptions**
This cover is operative provided that the **policy schedule** and **your certificate of insurance** says so. **We** will cover **you**, for your liability to others only with driving a motor car not belonging to you. This extension only applies while: 1. The Car is being driven within the Republic of Ireland/UK and only to private passenger Cars. 2. You still have your Car, and it is not damaged beyond effective repair. 3. The vehicle driven is of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle	1. Cars owned, hired or leased by **you**; 2. the Car is owned by **your** employer or hired to them under a hire-purchase or lease agreement; 3. the use of the Car outside of cover provided in the **certificate of insurance**; 4. use of the Car by any person other than the policyholder; 5. cover provided by any other insurance; 6. use in connection with the motor or licence trade; 7. use without the owner's permission to drive the Car; 8. the Car is not in a roadworthy condition; 9. use of any Car that is not covered with its own active motor insurance policy; 10. use of any of the following Cars: ■ Vans ■ Car-Vans ■ Jeep-type Cars with no seats in the back ■ Vans adapted to carry passengers ■ Commercially registered Cars

Section 12 – Breakdown Assistance and Home-Start (an optional add-on):

This section only applies to **your policy** if it is noted in **your insurance schedule.**

What is covered	What is not covered In addition to the **General Policy Exceptions**
We will pay for the following kinds of Breakdown: ■ mechanical breakdown, ■ fire, ■ theft or attempted theft, ■ malicious damage, ■ punctures that need help to ■ fix or to replace a wheel, ■ lost keys, stolen keys and ■ keys broken in the lock or locked in the car. Cover applies in the 32 counties of Ireland, and in England, Scotland and Wales. However, we do not cover the benefits 'Finishing the journey' or 'Theft of your car' while your car is in England, Scotland or Wales (apart from as set out below). The following benefits are available. 1. **Roadside and driveway assistance:** **We** will send a Recovery Agent to help **you** at the scene. If **your** vehicle can be repaired immediately, **we** will provide up to one-hour free labour in situ. The driver must be with the vehicle when the Recovery Agent is tasked, if they are absent any subsequent assistance will be at **your** own cost.	1. Any liability or loss arising from any act carried out in providing the assistance service. 2. Expenses **you** can claim from any other source. 3. Any claim arising where the **car** is carrying more passengers or towing a greater weight than it was designed for, or arising directly from unreasonable driving on an unsuitable surface. 4. Any accident or breakdown resulting from a deliberate act. 5. The costs of repairing the **car**, other than as described in the benefits section. 6. The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the **car** again. 7. Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the car. 8. The benefits are subject to a maximum of three assists per annum. We will not be re-sponsible where we are asked to provide the service for a fault that was dealt with in the preceding 28 days, excluding punctures. 9. Assistance will not be provided if the vehicle is immobile due to snow, ice or ingress of water.

What is covered	What is not covered In addition to the **General Policy Exceptions**
2. Towing: **We** will cover the cost of towing the **car** to: ■ the nearest competent repairer; or ■ recovery yard – or your Home; whichever is closer. 3a) Finishing the journey in the 32 counties of Ireland: (This cover only applies when you are more than 30 kilometres from your home.) If repairs cannot be carried out at the scene, **we** will pay for: ■ reasonable public transport costs for **you** and **your** passengers to **your** intended destination; or ■ a replacement car for up to 48 hours and reasonable public transport costs to transport **you** back to collect **your** car when repaired; or ■ bed-and-breakfast accommodation while **you** and **your** passengers are waiting for repairs to be finished (up to €35 for each person, and €150 in total).	Limit of responsibility We will not be responsible to you if we are not able to provide the services set out in this section. The commercial conditions for hiring a replacement car apply. These conditions include, but are not limited to, the following: ■ The driver must provide a full driving licence, which must be free of endorsements. ■ The driver must provide a cash or credit card deposit. ■ The car must be returned to the pick-up point. We will not be responsible to you if we fail to meet any of our responsibilities as a result of: ■ government control, restrictions or prohibitions; ■ any other act or failure to act of any public authority (including government), whether local, national or international; ■ the fault of any supplier, agent or other person; ■ labour disputes or difficulties; or ■ any other event beyond our reasonable control.

What is covered	What is not covered In addition to the **General Policy Exceptions**
3b) Finishing the journey in England, Scotland or Wales: If the Recovery Agent is not able to carry out repairs at the scene of the breakdown, **we** will provide a replacement car for up to 48 hours. The most **we** will pay for this is £100 stg. If your car cannot be repaired before **your** departure date, **we** will pay for **your** car to be towed to the port in England, Scotland or Wales **you** are leaving from. The most **we** will pay for this is £250 stg. **4. Theft of your car:** If **your car** has been stolen and not recovered within 24 hours, **we** will provide a replacement car: ■ for up to five calendar days; or ■ until your car is recovered; whichever is sooner. This cover only applies in the 32 counties of Ireland. **You** must also report the theft to **us** and the Gardaí immediately and at least within 24 hours of discovery of the incident.	

General Policy Conditions:

The following General Conditions **apply to all sections** of this **policy**:

1. Our Duty:

   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. Your Duty:

   You must not act in a fraudulent way. The information supplied by **you** or on **your** behalf is the basis of **your** contract of Insurance with **us**. **You** must ensure that this information is true and accurate and has been provided by **you** honestly and with reasonable care.

   You must answer all questions on **your statement of fact** honestly and with reasonable care.

   This includes **your** answers and/or information contained within any prior **statement of fact** supplied to **us** which was previously completed and provided by **you.**

   In the event of any inconsistency in **your** responses to questions or information supplied in any **statement of fact** the most recent answers and information supplied will prevail.

   Failure by **you** to answer all questions honestly and with reasonable care may result in this **policy** being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of your Contract of Insurance, as detailed under the **impact of misrepresentation** condition.

   You must either immediately or as soon as reasonably possible inform **your insurance broker** if any of **your** answers or information given in the **completed statement of fact** is inaccurate or has changed.

   Information which alters the subject matter of **your** contract of insurance is any fact that AIG Europe S.A. (AIG) would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that **you** keep a record (including copies of letters) of all information supplied for the purpose of this insurance. Should **we** take any of these actions against **you**, **you** will be obliged to disclose them on any future request for cover or quotation with **us** or any other insurer. These are considered as the application of terms and this enforced action by **us**, may affect **your** ability to get insurance cover in the future.

In addition, by agreeing to the answers and/or information produced in the **statement of fact** **you** represent to **us** that in respect of any information of any person which **you** provide to **us**, **you** have the authority of that person to disclose such information to **us** and for all the purposes set out in this **policy** and to give the consents set out above on behalf of each such person.

We reserve the right to reassess cover and **premium** following notification of any important information. If any claim under this policy (other than under Section 2 – Liability to other people) is in any respect fraudulent, or if any fraudulent means or devices are used by **you** or any person acting on **your** behalf to obtain any benefit under this **policy** **you** will forfeit all benefits under the **policy**.

Any person claiming indemnity under this **policy** must adhere to the terms and conditions of the **policy**.

3. Alteration of Risk:

You must either immediately or as soon as reasonably possible inform **your insurance broker** if any of the answers or information given in **your statement of fact** is inaccurate or has changed.

Failure to do so may be regarded as a **misrepresentation** and this **policy** may be voided or your claim refused in respect of any risk or item thereof in regard to which there is any alteration which changes the subject matter of this insurance (please refer to **impact of misrepresentation** section).

4. 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:

Any of the answers **you** provided on **your statement of fact** have changed or are inaccurate;

- **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 an exhaustive list but if **you** are in any doubt **you** should advise **us** for **your** own protection.

5. **Cancellation of Policy by You:**

You may cancel **your policy:**

a) At any time by notifying **your insurance broker** and returning the **certificate of motor insurance** and insurance disc to them.

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 date of cancellation of **your policy**.

6. **Cancellation of Your Policy by Us:**

We may cancel **your 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 **your certificate of motor insurance** and insurance disc 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 date of cancellation of **your policy**.

b) 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 **your 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.

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;
(**Important:** The absence of a valid NCT certificate may invalidate your cover under section 1 - loss of or damage to your car).

- maintain any 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.

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 Gardaí 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.

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 and validate at any time documents (NCT, residency, licence etc) to support **your Completed Application Form**. Failure to produce these may result in **your policy** being cancelled or special conditions being imposed.

18. **Driving licence conditions, limits, and restrictions:**

Any driver who is covered by the terms of **your certificate of motor insurance** must comply with any restriction, conditions, and limits 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 **your certificate of motor insurance** must comply with the requirement to be accompanied while driving at all times by another driver holding a full licence.

19. **The Impact of any misrepresentation by you, is as follows:**

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

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

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

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

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

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

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

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

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

20. 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.

21. Insurance Compensation Fund:

You may be entitled to compensation from the scheme in the unlikely event that AIG Europe S.A. cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following link: http://www.centralbank.ie/regulation/industrymarketsectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund

Endorsements:

We refer to the **endorsements** which apply by number in **your schedule**.

The exceptions, limits and conditions contained in this **policy** apply to all **endorsements.**

Endorsement 1: Excess

Endorsement 1 (A): All Sections Excess

We will not pay the first amount shown in the schedule against this endorsement number for any claim we will cover under any section of this policy.

Endorsement 1 (B): Accidental Damage

We will not pay the first amount shown in the schedule against this endorsement number for any claim for loss or damage to any vehicle referred to in the 'Description of vehicles' unless the loss or damage is caused by fire, self-ignition, lightning or explosion or by theft or attempted theft.

Endorsement 1 (C): Fire & Theft

We will not pay the first amount shown in the schedule against this endorsement number for any claim caused by fire, self-ignition, lightning or explosion or by theft or attempted theft.

You must pay any excess which applies under this policy.

Endorsement 3: Third Party Fire & Theft Cover

It is agreed that no liability shall attach to **us** under Section 1 (Loss or Damage) of this **policy** except for loss or damage caused by fire, self- ignition, lightning, or explosion or by theft or attempt thereat. It is also agreed that Section 3 (Injury to Insured) and Section 4 (Medical Expenses) of this Policy are inoperative.

Endorsement 4: Accidental Damage Fire & Theft Only

We will not be liable under this policy except under Section 1 (Loss or damage).

Endorsement 5: Fire and Theft Only

We will not be liable under this policy except under Section 1 (Loss or damage) other than loss or damage caused by fire, self-ignition, lightning or explosion or by theft or attempted theft.

Endorsement 8: Open driving 25 to 70 full licence

The section of this policy 'Description of drivers' will include any person who has reached 25 but is not older than 70 who is driving with your permission as long as they hold or have held a licence (other than a provisional licence) to drive.

Endorsement 9: Named people only driving

The section 'Driving an insured vehicle' of section 2 (Liability to others) will apply only to any person named in the relevant certificate of insurance.

Endorsement 11: Insured only Driving

The section 'Driving an insured vehicle' of section 2 (Liability to others) and paragraph (c) of the 'Description of drivers' section of this policy do not apply.

Endorsement 12: Insurance suspended

We have suspended all insurance under this policy.

Endorsement 13: Moving someone else's vehicles

The cover under section 2 (Liability to others) of this policy will apply for any motor vehicle other than a vehicle powered by steam) you do not own or have not hired or borrowed while being moved without permission as though the vehicle were in the 'Description of vehicles'. However, this only applies if:

a) the vehicle is being moved or, is for the purpose of being moved by them, in the charge of a person you employ under a contract; and
b) the vehicle is being moved for a purpose connected with your business.

Endorsement 14: Interest of owner

a) The cover under this policy will also apply to the vehicle referred to in the schedule against this endorsement number.
b) We will cover the person named in the schedule against this endorsement number as owner against loss or damage insured by section I (if the section applies) and liability under section 2 arising in connection with the vehicle because of your negligence or of any person driving with your permission. Any person driving with your permission must keep to all conditions of this policy as far as they can apply.

Endorsement 15: Indemnity to employer

Under section 2 (Liability to Third Parties) of this policy we will cover your employer, named in the schedule against the relevant endorsement number, if you have an accident in a vehicle we cover (other than a vehicle your employer owns) while on business for that employer.

However, this only applies if:

1 your employer is not entitled to cover under any other policy; and
2 your employer keeps to the exceptions and conditions of this policy in so far as they can apply.

The exceptions of death or of bodily injury to any person arising out of the employment of that person will not apply to you if you do not come under the scope of the Social Welfare (Occupational Injuries) Act 1966.

Endorsement 16: Deleting subsection 'Driving Other Cars'

Section 11 of this policy 'Driving Other Cars' does not apply.

Endorsement 17: Changing the benefits

The subsection 'If you drive other vehicles' of section 2: Liability to Third Parties of this policy does not apply. Paragraph a of the 'Description of drivers' also does not apply.

Endorsement 18: Passenger negligence

We will cover any passengers being carried in or on or getting into or out of any vehicle referred to in the 'Description of vehicles' as long as the passenger:

a) is not entitled to cover under any other policy;
b) is not driving the vehicle or in charge of it for the purpose of driving; and
c) adheres to the conditions of this policy in as far as they can apply.

However, we will not cover the passenger against damage to property you own or hold in trust or by any person in the vehicle or being carried by the vehicle for causing the death of or bodily injury to:

1 you;
2 any person driving the vehicle or in charge of it for the purpose of driving; or
3 any person employed by the passenger if the death or bodily injury arises out of and in the course of their employment.

Endorsement 19: Personal Effects

For loss or damage to Personal Effects while in or on any vehicle referred to in the 'Description of vehicles' by fire or theft (or attempted theft) or by any accident, we will cover you or, if you ask, any other person who may own the property which is lost or damaged.

However:
1 we will not pay more than the amount shown in the schedule against this endorsement number for any one event;
2 we will pay compensation to any person, other than you, direct to that person as long as they keep to the exceptions and conditions of this policy in so far as they can apply and we will have no further liability for the event; and
3 we will not be liable for the following:
a) Loss of or damage to goods or samples carried in connection with any trade or business.
b) Loss or damage arising elsewhere than in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands.

Endorsement 20: Windscreen

We will cover you for damage or destruction caused during the period of insurance if any glass in the windscreen or windows of the insured vehicle is broken as a result of any cause not involving other damage to the insured vehicle.

We will choose to repair or replace any damaged windscreen as long as this does not cost more than the amount shown in the schedule. You must report any crack in your windscreen to us on the AIG Windscreen Claims Line on 01 8599899. We will not treat any payment made under this endorsement as a claim for the purposes of section 6 (No-claims discount) and any excess shown in the schedule will not apply for any claim made under this extension in cover. If you choose not to use our approved glass repairer the most we will pay under this Section will be €225.

Endorsement 22: Deleting the no-claims discount

Section 6 (No-claims discount) of this policy does not apply.

Endorsement 23: Deleting the excess on Endorsements 19 and 20 (if these apply)

Endorsement 1 (Excess) will not apply to any claim made under the extensions in cover granted by endorsements numbered 19 and 20 of this policy.

Endorsement 24: Third party fire and theft for drivers under 25 years of age

We will not be liable under section I (Loss or damage} of this policy for loss of or damage other than by fire, self-ignition, lightning or explosion or by theft or attempted theft while the vehicle is being driven by, or is for the purpose of being driven by them, in the charge of any person under 25 years of age.

Endorsement 25: Third party fire and theft for drivers holding a provisional licence

We will not be liable under section 1 (Loss or damage} of this policy for loss of or damage other than by fire, self-ignition, lightning or explosion or by theft or attempted theft while the vehicle is being driven by, or is for the purpose of being driven by them, in the charge of any person who holds a provisional licence.

Endorsement 33: Detached trailer cover - specified trailers

We cover you for any trailer which you have given us full details of (and we have accepted) under section 2 (Liability to others) as though the trailer were a vehicle referred to in the 'Description of vehicles'. The insurance will not apply if you are pulling more trailers than are allowed by law.

Endorsement 35: Automatic RTA cover for private cars - detached trailers

Depending on the limits, exceptions and conditions of the policy and certificate of insurance, this policy covers liability under the Road Traffic Acts of any person insured by this policy for any detached single-axle trailer (up to a half-tonne in unladen weight).

However, we will not cover caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment. In all other cases we will provide cover only when trailers are shown in the schedule and you have paid the appropriate extra premium.

Endorsement 36: Open Driving - 25 to 70 Full Licence plus named drivers

The section of this policy 'Description of drivers' will include any person who has reached 25 but is not older than 70 who is driving with your permission as long as they hold or have held a licence (other than a provisional licence) to drive plus any driver named in the relevant certificate of insurance.

Endorsement 41: Temporary replacement vehicle

If the insured vehicle is out of use as a result of a claim for loss or damage insured under this policy we will cover you for any hiring charges you have to pay in getting a temporary replacement car from our recognised list of current approved repairers.

We will automatically insure the temporary replacement car supplied by the approved repairer while you hire it, depending on the conditions and exceptions of this policy.

Under this endorsement we will not pay more than €200 for any one event. This will not apply where the only damage is broken glass in the windscreen or windows of the insured vehicle.

Endorsement 44: New-car replacement

We will replace your car with a new car of the same make and model (if one is available) if within 12 months of buying it new, and as long as it has travelled no more than 20,000 kilometres, it is:

1. damaged within the meaning of our policy cover to more than 50% of the manufacturer's last published list price (including VAT); or
2. stolen and not recovered within 28 days of the loss being reported to us.

However:

a) the car must be owned by you or being bought under a hire-purchase agreement (but not any car which is under a leasing agreement or contract-hire agreement); and
b) we need the agreement of any interested hire-purchase company.

Endorsement 45: Third party property damage limit

Under section 2 - Liability to others, we will not pay more than €30,000,000 for injury to property as a result of any one act or any series of acts making up one event.

Endorsement 46: Protected no-claims discount (optional}

As long as you do not make more than two claims (other than a windscreen claim as defined in endorsement 20 or a fire or theft claim) during any three periods of insurance in a row, we will not reduce your no claims discount when you renew this policy.

If you make more than two claims during any three periods of insurance, Endorsement 47 Stepback Cover will apply to this policy.

Your No claims bonus discount is only protected where you have selected and purchased this optional cover and this endorsement is applied to your policy schedule.

Please note that in the event of a claim your no claims bonus will be protected but your premium may increase.

Endorsement 47: Step-back Cover (optional)

No Claims Bonus Stepback cover option applies to this policy.

If you make two claims during any period of insurance for which we have reduced the premium, you will no longer be entitled to a discount.

Your No claims bonus discount is only protected where you have selected and purchased the optional cover and this endorsement is applied to your policy schedule.

Please note that in the event of a claim your no claims bonus will be protected but your premium may increase.

How we will handle claims:

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**.

2. 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**.

3. 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 at the time when:

(i) **your car** is stolen and not recovered; or

(ii) the cost of repair or damage covered by this **policy** exceeds 60% of the list price, inclusive of taxes, when **your car** was new with the odometer being less than 20,000 kilometers

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

4. 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**.

5. 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 re- quired 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.

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.

6. 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** 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**).

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.

7. Towage and Storage:

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

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

8. 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.

9. 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**.

Guidance if you are involved in an accident:

The information below is intended as a guide for **you** in the event that **you** are involved in an accident and need to report details of the accident to **your insurance broker** and to **us** and/or to notify details of any claim to **us.**

What to do after a car accident:

Stop your car as safely and as soon as possible. Switch off the engine and switch your hazard lights on. It's a criminal offence to leave the scene of an accident. Even the most minor car accidents can come as a shock, so try to remain calm and take a moment to compose yourself, a few deep breaths should help with this.

Check on the others at the scene:

Check if you and your passengers are okay. Take a minute to assess the situation as you might be in a shocked state. If there's another vehicle involved check everyone is okay. If anyone is in pain or injured from either vehicle call an ambulance immediately. Avoid moving anyone who may be badly injured.

Information you should get after an accident:

Take note of all the people involved in the accident. This is important in case queries or injuries are brought up at a later stage. By law you must give your name and address to everyone involved and they must share the same with you. You should also exchange the name and address of your insurance company with the other party.

Ask the other driver if they are the registered owner of the vehicle. If they are not, ask who is. The car may have been borrowed or could be a company vehicle. Take a note of the make, model and registration of the other vehicle(s) involved.

Note the detail of any injuries sustained on either side. Also make note of anyone who says they are not hurt. If there are any witnesses to the accident, take their names and addresses.

If possible, it is helpful to take photos of:

- The damage caused to each vehicle – where the damage is, how severe it is etc.
- The position of the cars on the road after the collision. This is especially important when determining who may have been responsible.

Basically, the more information you can collect, the better, as this will be helpful when the authorities are reviewing the incident. If possible, also try to note the following:

- the date,
- time,
- weather conditions,
- light conditions and
- state of the road at the incident.

Also be very careful what you say after an accident. Do not apologise to the other driver, admit responsibility, or even discuss the accident at the scene. This applies even if you think you may be at fault.

What to do in a single vehicle accident:

If you have damaged another car or someone's property, you should take photos of the damage so that any later claims can't be exaggerated. You should leave a note with your insurance and contact details somewhere that the other party can easily find them, under the windscreen wiper is a pretty handy spot. You should never assume that everything will just be alright and drive off without doing the above.

How to report a car accident:

Depending on the accident itself you may need to call the Gardaí and/or an ambulance, this can be done by dialling either 999 or 112. It's helpful to have somebody independent and qualified on the scene. The Gardaí will need to get involved if there appears to be drink or drugs involved or you suspect the other driver may have deliberately caused the accident. They will also need to be contacted if the other party refuses to share their vehicle and licence details, they try to leave the scene of the accident or if there are any injuries on either side. You are legally required to notify the Gardaí of any injuries within 24 hours of the accident. The Garda website has FAQs that deal with reporting of a crime.

How to make an insurance claim after an accident:

After you've completed the above steps and had time to catch your breath **you** need to notify **your insurance broker** and **AIG** claims team of the accident. This must be done even if you're not planning to make a claim on your insurance policy or if you intend to pay for the damage to the other vehicle yourself as the other party might still claim later. **You** must notify **your insurance broker** and **AIG** claims team of an accident within 7 days.

AIG claims team will look for **your policy** number or **your** name, address and car registration number as well as the registrations of any other cars involved, the name and contact details of the other driver, passengers or witnesses. **AIG** claims team will also need the other driver's insurance details, and any photos **you** took at the scene of the accident.

Beware of fraudsters:

There are some people who arrange accidents in order to make a fraudulent insurance claim. They may cause these accidents by braking unexpectedly, causing you to go into the back of their car. They may also intentionally disable their brake light bulbs, giving you no warning when they hit the brakes in front of you, and making it more likely you will crash into them.

After an encounter with one of these fraudsters, you might receive a letter from AIG claims highlighting the damage from the accident – the claims they make may be exaggerated to maximise the money they try to win back.

To help avoid these incidents, be especially careful in stop to start traffic, at merging junctions and roundabouts, always allow plenty of space between you and the car in front. Be wary of erratic driving behaviour such as slowing for no reason. If you notice faulty brake lights, increase your distance. Some drivers install dash-cams to prove their innocence against fraudulent claims.

Who will deal with your claim?

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

24 Hour Claims Helpline: 01 859 9700
Windscreen Claims Helpline: 01 859 9899

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 Gardaí at the scene of the accident, **you** must report it to them as soon as possible, and in any case within 24 hours.
4. You must show **your certificate of motor insurance** to the Gardai if they need to see it.

Important:

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 at **our** expense.

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.

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. Ireland Branch, 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.

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

1. Telephone us on 01 8599700. **You** will need **your** current **certificate of motor insurance** and **your 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**.

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)**.

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

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

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



AIG Europe S.A.

30 North Wall Quay, International Financial Services Centre,
Dublin 1, D01 R8H7.

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