



# **Standard Motor Policy Document**

This Policy is Underwritten by AIG Europe S.A.  
October 2024 - Version 1.27

## HELPFUL NUMBERS

ALG Car Insurance Claims Team: ..... 01 859 9700

Windscreen Breakage: ..... 01 859 9899

## How to Make a Claim

**Our** aim is to get **your car** back on the road as quickly as possible. **We** believe that making a claim should be easy. **Our car** claims teams are available 24 hours a day, 365 days a year to assist **you** with **your** queries.

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 **our** approved repairer network can be availed of. In the event of the vehicle being unfit to drive they will tow **your** vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the approved repairers are not used, obtain an estimate, and advise **us** immediately and **we** can appoint an assessor if necessary. **You** may appoint an assessor to act in **your** interest (any such appointment will be at **your** expense).
3. When repairs have been completed pay any contribution for which **you** may be responsible (the **excess**) and then take delivery of **your car**.

## Your Car Insurance - Key Benefits

1. New replacement **car** (if **your** damaged **car** was purchased within the past 12 Months)
2. Driving of other cars cover (third party only cover)
3. Unlimited windscreen cover (if this cover is shown on **your schedule**)
4. Foreign travel cover (up to 45 days)
5. Up to €500 replacement locks cover
6. Up to €150 personal belongings cover inside **your car**

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HELPLINES FOR NEW  
CLAIMS NOTIFICATION  
ACCIDENT HELPLINE: 01 859 9700  
WINDSCREEN CLAIMS: 01 859 9899

# Private Motor Policy

## Our contract with you

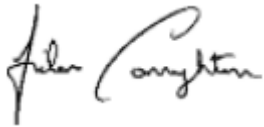
This **policy** is a contract between **us** and **you**.

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

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

**Your** cover is effective in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, the Channel Islands and abroad as specified in Section 4, Irish law will apply unless **you** and **we** have agreed otherwise.

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



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Aidan Connaughton

General Manager | AIG Europe S.A.

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

*AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland.*

# Special Notes

## Your Pre-Contractual Duty of Disclosure

**You** must answer all questions contained in **your completed application form** honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or **completed application form** supplied to **us** which was previously completed and provided by **you**. In the event of any inconsistency in **your** responses to, or information supplied in **your** proposal form or **completed application form** the most recent answers and information supplied in the **completed application form** will prevail.

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

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

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

## Cooling-Off Period

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

If **you** cancel **your car** insurance **policy** during this period of time, provided **you** have not made a claim, **we** will refund **your** premium upon the **certificate 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.

# Definition of Words

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

## Accessories

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

## Alteration of Risk

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

## Audio Equipment

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

## Car/Insured Car

The motor **car**/vehicle shown on the **certificate of motor insurance** and described in the **schedule** or any vehicle to which cover is transferred with **our** consent during the **period of insurance**. Any references to insured vehicle, vehicle or private motor vehicle in the **schedule** or **certificate of motor insurance** shall be read as the **insured car**.

## Certificate of Motor Insurance

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

## Completed Application Form

A precise record of the answers and/or information **you** provided to each of the specific questions asked by **us** at the pre-contractual stage of this contract of insurance. This includes the answers and/or information to any prior proposal form or **completed application form** supplied to **you** which was previously completed and provided by **you**. **You** must answer all of the questions on the **completed application form**/signed proposal form honestly and with reasonable care, failure to do so may be regarded as a **misrepresentation**.

## Endorsement

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

## Excess(es)

The amount **you** will have to pay towards a claim.

## Family or Household

Any member of **your family**, or any other person, who is a permanent or temporary resident at **your** address.

## Insurer

AIG Europe S.A.

## Market Value

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

## Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by the insured/policyholder to any question on the completed proposal form/**statement of insurance** document.

### **Period of Insurance**

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

### **Policy**

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

### **Schedule**

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

### **Statement of Insurance**

The document that gives details of the **period of insurance, you**, other permitted drivers, and all material information relevant to the cover provided. It forms the basis of **your** contract.

### **Terrorism**

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

### **Third-Party**

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

### **We, Us, Our**

AIG Europe S.A.

### **You, Your**

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

# Details of Policy Cover

Comprehensive: All Sections Apply

## Section 1 – Loss or Damage to Your Car

| We Cover:                                                                                                                                                                                             |                                                                                                   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|
| Section A                                                                                                                                                                                             | Section B                                                                                         |
| Loss or damage to <b>your car</b> . This includes <b>accessories</b> and spare parts whether on or in <b>your car</b> or in <b>your</b> private garage, but only if lost or damaged at the same time. | Loss or damage to <b>your car</b> if it is damaged by fire, lightning, theft, or attempted theft. |

### Basis of Claims Settlement

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

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

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

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

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

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

### New Car Replacement

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

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

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

### Towage and Storage

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

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

### Replacement Locks

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

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

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

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

## Section 1 – Loss or Damage to Your Car

### We Do Not Cover

#### Section A

*(Please also see General Exceptions)*

- ✗ The first €300 of any claim (€450 for Premier Policies);
- ✗ In addition, the following accidental damage **excesses** also apply:
  - €350 whilst **your car** is being driven by or in the charge of an insured driver aged 17
  - €300 whilst **your car** is being driven by or in the charge of an insured driver aged 18
  - €250 whilst **your car** is being driven by or in the charge of an insured driver aged 19
  - €200 whilst **your car** is being driven by or in the charge of an insured driver aged 20
  - €150 whilst **your car** is being driven by or in the charge of an insured driver aged 21 to 24
  - €200 whilst **your car** is being driven by or in the charge of an insured driver aged 25 or over who has held a full UK/EU or Irish Licence for less than 12 months.
  - €200 whilst **your car** is being driven by or in the charge of an insured driver with an Irish Provisional Licence/Learner Permit.
- ✗ Damage to tyres caused by braking or by punctures cuts or bursts
- ✗ Loss or damage where the windows are left open, or the doors left unlocked
- ✗ Mechanical, electrical, electronic or computer fault, failure, malfunction, or breakdown
- ✗ Loss of use or consequential loss of any kind
- ✗ Any reduction in the **market value** of **your car** following repair
- ✗ Wear and tear or depreciation
- ✗ That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred.
- ✗ The cost of parts in **excess** of the manufacturer's last list price
- ✗ Loss or damage to **your car** as a result of fraud or trickery of any kind
- ✗ Cassette tapes and compact discs
- ✗ Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority.
- ✗ Loss or damage caused by moth, vermin, insects, or infestation or by domestic pets
- ✗ Loss or damage arising from **your car** being filled with the wrong fuel
- ✗ Loss or damage arising from the use of substandard or contaminated fuel, lubricants, or parts
- ✗ Loss or damage arising out of an accident where the driver was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body.
- ✗ Any gradually operating cause

Section B

*(Please also see General Exceptions)*

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

## Section 2 – Liability to Others

| We Cover:                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section A: Legal Liability to Others                                                                                                                                                                                                                                                                                                                                                                                                                 | Section B: Legal Costs & Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <p><b>We</b> will pay the amount of damages, claimant's costs and expenses and any other costs agreed between <b>us</b> in writing arising from:</p> <ul style="list-style-type: none"> <li>• Death or bodily injury to any person;</li> <li>• Accidental damage to the property of any person; for which the insured person is liable at law resulting from an accident during the <b>period of insurance</b> involving <b>your car</b>.</li> </ul> | <p><b>We</b> will pay the following costs and expenses arising from an accident occurring during the <b>period of insurance</b>, as agreed in writing, which may result in a claim under this insurance:</p> <ul style="list-style-type: none"> <li>• Solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;</li> <li>• Reasonable legal costs for defending a charge of manslaughter or reckless driving causing death.</li> </ul> |

| We Do Not Cover:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sections A & B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><i>(Please also see General Exceptions)</i></p> <ul style="list-style-type: none"> <li>✗ Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.</li> <li>✗ Loss or damage to <b>your car</b> or any borrowed vehicle</li> <li>✗ Death or bodily injury to any person arising out of that person's employment by an insured person</li> <li>✗ 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 <b>your car</b> was used in that country and <b>we</b> had agreed to cover it there.</li> <li>✗ Any amount exceeding <b>€30,000,000</b>, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.</li> <li>✗ Loss or damage arising from <b>your car</b> being taken or driven by a person who is not an insured driver but is a member of <b>your family</b> or <b>household</b> or being taken or driven by an employee or ex-employee.</li> </ul> |

## Section 3 – Additional Covers

### A. Glass in Windscreens and Windows *(if this cover is shown in your schedule)*

#### We Cover

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

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

#### We Do Not Cover

*(Please also see General Exceptions on pages 15-16)*

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

### B. Personal Accident

#### We Cover

If **you** or **your** spouse are accidentally injured as a result of an accident occurring during the **period of insurance** while getting into, out of, or travelling in any **car** within three months of the date of the accident and the injury is the sole cause of:

- Death;
- Total and permanent loss of all sight in one or both eyes;
- Total loss of one or more limbs;
- Total and permanent loss of use of one or more limbs.

**We** will pay a lump sum of **€10,000** for each person following any one accident. If **you** or **your** spouse have any other motor insurance with **us**, the maximum payment **we** will make is limited to **€7,500**.

#### We Do Not Cover

*(Please also see General Exceptions on pages 15-16)*

Injuries arising if:

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

## C. Personal Belongings

### We Cover

**We** will pay for accidental loss or damage to personal belongings occurring during the **period of insurance** while in or on **your car**. This includes the contents of a handbag. The maximum amount **we** will pay is **€300** in respect of any claim or claims arising from one occurrence.

### We Do Not Cover

*(Please also see General Exceptions on pages 15-16)*

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

## D. Medical Expenses

### We Cover:

**We** will pay for medical expenses occurring as a result of injuries suffered in an accident incurred during the **period of insurance** while in **your car**. The maximum amount **we** will pay is **€150** for each person injured.

## E. Fire Brigade Charges

### We Cover:

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

## F. DriverPlus

### We Cover:

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

## Section 4 – Foreign Travel

### We Cover:

- A. Damage to **your car** whilst travelling outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man

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

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

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

If **you** cannot drive **your car** because of loss or damage covered by this **policy**, **we** will pay the reasonable cost of delivering it to **your** address in the Republic of Ireland.

**We** will also pay the amount of customs duty **you** have to pay as a result of loss or damage.

If **your car** will be driven in any of the above countries for a period exceeding **60 days** in any one **period of insurance**, cover will only be extended if **you** notify **us** in advance of **your car** leaving the Republic of Ireland.

### We Cover:

- B. Legal liability whilst travelling outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man, or the Channel Islands.

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

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

## Section 5 – No Claims Discount

### A. No Claims Discount

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

#### Step-Back Protection

If a claim arises during the **period of insurance**, at renewal date **we** will reduce the no claims discount in line with **our** no claims bonus scale applying at renewal date. If a claim arises during any **period of insurance**, **we** will reduce **your** no claims bonus as follows:

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

If two or more claims arise in any **period of insurance**, **we** will reduce **your** no claims bonus to zero at **your** next renewal. **Your** no claims discount will not be affected by:

- Payment under Section 3a Glass in Windscreens and Windows.
- 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

**Please note** that in the event of a claim where **your** no claims bonus is protected **your** premium may increase.

#### Introductory Bonus

If **we** have reduced **your** first premium using an introductory or accelerated no claim discount, **we** will remove the reduction if a claim arises during the **period of insurance**. **We** will do this when **you** renew the **policy**. **You** cannot transfer **your** no claim discount to anyone else and it can only be used on one vehicle at a time.

### B. Protected No Claims Bonus

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

In the event of a claim under any part of this **policy** **your** no claim discount will not be reduced unless **you** make more than 2 claims in any 5 consecutive periods of insurance. If 3 or more claims occur **your** no claim discount will be reduced at the next renewal.

**Please note** that in the event of a claim where **your** no claims bonus is protected **your** premium may increase.

### C. 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 6 – Car Sharing

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

- a. **Your car** is not constructed or adapted to carry more than 7 passengers, other than the driver;
- b. The passengers are not being carried in the course of a business of carrying passengers;
- c. The total contributions received for the journey concerned do not involve an element of profit.

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

## Section 7 – Driving Other Cars

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

1. The vehicle is not owned by **your** employer or hired to them under a hire-purchase or lease agreement.
2. **You** currently hold a Full European Union (EU) Licence.
3. The use of the vehicle is covered in the Certificate of Insurance.
4. Cover is not provided by any other insurance.
5. **You** are not connected in any way with the Motor or Licence Trade.
6. **You** have the owner's permission to drive the vehicle.
7. The vehicle is in a roadworthy condition and;
8. **You** still have **your** vehicle and it is not damaged beyond cost-effective repair.
9. The vehicle driven must be of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle.

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

- Vans (including vans adapted to carry passengers).
- Car – Vans
- Jeep – type vehicles with no seats in the back; or
- Any vehicle modified beyond the manufacturer's standard specification.

# General Conditions

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

## 1. General

**We** will provide the cover described in this insurance if:

- a. Any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the **policy**.
- b. **Your car** is being used or driven in accordance with the terms of the **certificate of motor insurance**.

## 2. Your duty to prevent loss or damage

- a. **You** must maintain **your car** in a safe and roadworthy condition and take all reasonable steps to safeguard against any loss, damage, or bodily injury. **Your car** must be covered by a valid NCT certificate if one is required by law. In the absence of a valid NCT certificate all cover under Section 1 is excluded.
- b. **You** must maintain all tyres on **your car** within the legal tread depth requirements. If **your** tyres are below the minimum legal tread depth all cover under Section 1 is excluded.

## 3. Your Duty

**You** must not act in a fraudulent way. The information supplied by **you** or on **your** behalf is the basis of **your** contract of insurance with **us**. **You** must ensure that this information is true, accurate and has been provided by **you** honestly and with reasonable care. **You** must answer all questions on the **completed application form** honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or **completed application form** supplied to **us** which was previously completed and provided by **you**.

In the event of any inconsistency in **your** responses to, or information supplied in any proposal forms, or the **completed application form** the most recent answers and information supplied in the **completed application form** will prevail.

Failure by **you** to answer all questions honestly and with reasonable care may result in this **policy** being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of **your** contract of insurance, as detailed under the impact of **misrepresentation** condition. **You** must either immediately or as soon as reasonably possible inform **us** if any of the answers or information given in the **completed proposal form** is inaccurate or has changed. Information which alters the subject matter of **your** contract of insurance is any fact that **AIG Europe S.A.** (**AIG**) would regard as likely to affect the acceptance or assessment of the risk.

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

In addition, by agreeing to the answers and/or information produced in the **completed application form** **you** represent to **us** that in respect of any information of any person which **you** provide to **us**, **you** have the authority of that person to disclose such information to **us** and for all the purposes set out in this **policy** and to give the consents set out above on behalf of each such person. We reserve the right to reassess cover and premium following notification of any important information.

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

#### 4. Special Conditions

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

#### 5. Cover when in the hands of the motor trade

**Your car** (or any borrowed vehicle where allowed by **your certificate of motor insurance**) must only be driven or used as permitted by **your certificate of motor insurance**. Regardless of this, when **your car** is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect **you**.

#### 6. Kilometres

**We** reserve the right to establish the kilometres on **your car** at any time as **your** premium has been calculated using the annual kilometres provided by **you**. Where the annual kilometres have been exceeded **your** premium will be increased to reflect the correct kilometres driven, and **you** will be responsible to repay the shortfall in premium.

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

- Any driver who is covered by the terms of **your certificate of motor insurance** must adhere to any restriction and/or conditions on their driving licence. This includes conditions on the licence relating to the class of vehicle being driven.
- Any learner permit licence holder who is covered under the terms of **your certificate of motor insurance** must adhere to the requirement to be accompanied while driving at all times by another driver holding a full licence.

#### 8. Payments under Compulsory Insurance

If **we** are required to make a payment solely because of the compulsory insurance law of a country to which **your policy** applies, **you** must repay this amount to **us**.

#### 9. Your duty in the event of a claim you must:

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

#### 10. Our rights in the event of a claim you must recognise our right to:

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

## 11. Fraudulent or False Claims

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

## 12. Law and Jurisdiction

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

## 13. Cancellation

- a. If **you** find that this **policy** does not meet **your** needs, return the documents to **us** within 14 days of receipt.
- b. **You** may cancel this **policy** at any time and all cover will immediately cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**. Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current **period of insurance**.
- c. **We** may cancel this **policy** by giving **you** 10 days written notice to **your** last known address. All cover will cease from that date. **You** must immediately return the **certificate of motor insurance** to **us**. Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current **period of insurance**.
- d. In the event of a total loss claim under this **policy**, all remaining premiums for the period of this **policy** will immediately become due. **We** reserve the right to deduct this amount from the claim's settlement.

## 14. Other Insurance

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage, or liability, **we** will only pay **our** rateable share.

## 15. Payment by Instalments

If **you** pay **your** premium by instalments under a credit agreement **you** must pay each instalment when it is due. **We** have only agreed to receive the premium from **your** credit supplier on the condition that, if **you** default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, **we** will have the option to cancel the **policy** in accordance with the cancellation condition set out above. If **we** do so, the sum due from **you** will be recalculated pro-rata based on the actual duration of cover. **You** must pay any balance outstanding. If there has been any overpayment by **you**, this will then be refunded.

## 16. Insurance Act 1936

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

## 17. 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.

## 18. Temporary Replacement Vehicle

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

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

## 19. Proof of Documentation

**We** have the right to request at any time proof of documents (NCT, residency, licence etc) to support the **completed application form**. Failure to produce these could result in **your policy** being cancelled or special conditions imposed.

## 20. Impact of Misrepresentation

The impact of any **misrepresentation** by **you**, is as follows:

- a. Innocent **misrepresentation**: Where **you** have answered all questions in **your** proposal form honestly and with reasonable care but where **you** made an innocent **misrepresentation** (that is, one that is neither negligent nor fraudulent) **we** will pay any covered claim event subject to the terms and conditions of **your policy**.
- b. Negligent **misrepresentation**: If **you** make a negligent **misrepresentation** or fail to take reasonable care in completing **your** proposal form **your** cover may not fully operate and in the event of a claim, we will exercise one of the following remedies:
  - (a) If knowing the full details **we** would not have entered into the insurance contract, **we** may avoid the contract, refuse all claims, and return any premiums paid by **you**.
  - (b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
  - (c) If **we** would have entered into the insurance contract but have charged a higher premium, **we** may reduce proportionately the amount to be paid on **your** claim
  - (d) Where there is no outstanding claim under the insurance contract, **we** may either:
    - i. *give notice to **you** that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or*
    - ii. *terminate the contract by giving reasonable notice to **you**.*
- c. Fraudulent **Misrepresentation**: If **you** make a fraudulent **misrepresentation** or where any conduct by **you** involves fraud of any kind, we shall be entitled to avoid the contract of insurance.

## 21. Alteration of Risk

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

## 22. Sanctions

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

# General Exceptions

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

## 1. Use and Driving

**We** will not pay for any loss, damage, or bodily injury whilst **your car** is being driven or used;

- a. Other than for the purposes as specified in **your certificate of motor insurance**.
- b. By anyone who does not hold a licence to drive **your car** or anyone who has held but is currently disqualified from holding or obtaining such a licence
- c. By anyone driving without **your** permission
- d. In an unsafe condition
- e. By any person other than those specified in the **certificate of motor insurance**.
- f. Anyone who fails to fulfil the terms and conditions of this insurance.

## 2. Agreements Made by You

**We** will not pay for any loss, damage, bodily injury, illness, or disease that arises as a result of any written or verbal agreement entered into by any insured person unless the liability for such loss, damage, bodily injury, illness, or disease would have applied had the agreement not existed.

## 3. Territorial Limits

**We** do not cover any accident, injury, loss, damage, or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands, or the Isle of Man other than as provided for in Section 4 - "Foreign Travel."

## 4. Deliberate Acts

**We** will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful, or malicious acts by **you** or an insured person.

## 5. Defective Materials

**We** will not pay for any loss or damage arising from faulty workmanship, defective design, or the use of defective materials.

## 6. Terrorism

**We** will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and/or radiological means resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributing cause or event, except as required by the Road Traffic Acts.

## 7. War Risks

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

- War, invasion, or acts of foreign enemies;
- Hostilities (whether war is declared or not);
- Civil war, rebellion, revolution insurrection, military, or usurped power;
- Confiscation, nationalisation, or requisition;
- The order of any government, public or local authority.

## 8. Sonic Bangs

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

## 9. Pollution & Contamination

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

## 10. Radioactive Contamination and Explosive Nuclear Assemblies

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

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

## 11. Earthquake

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

## 12. Riot and Civil Commotion

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

# Privacy Policy

## How we use your 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, 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

To opt-out of marketing communications contact **us** by e-mail at: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or by writing to: Customer Service Team, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. If **you** opt-out **we** may still send **you** other important communications, e.g. communications relating to administration of **your** insurance **policy** or claim

## 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. Personal information (including details of injuries) may be recorded on claims registers shared with other insurers. **We** may search these registers to detect and prevent fraud. 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: [postmaster.ie@aig.com](mailto:postmaster.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.com/ie](http://www.aig.com/ie) or **you** may request a copy using the contact details above.



# Complaints Procedure

## Complaints about services provided by our Agent:

If you have a complaint in relation to intermediary services provided by our Agent, you can try to resolve any issues you are having by first contacting our Agent through our Agent's app chat function. Services provided by our Agent include your online portal and/or App and our Agent's Customer Support. If you prefer, you can make a formal complaint using their online form or you can email our Agent at [complaints@mclinsurance.ie](mailto:complaints@mclinsurance.ie)

Complaints will be responded to within the timelines set out in the Consumer Protection Code. We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within 40 days (unless specific circumstances prevent us from doing so, in which case the complainant will be informed).

If you remain unhappy with how our Agent has dealt with your complaint, you have the right to refer it to an out of court dispute resolution authority in respect of regulated services. Our Agent will let you know (in their terms and conditions and correspondence with you) the appropriate authority you can go to depending on the particular service.

If, after such contact, You remain dissatisfied, You may also write to the Customer Complaints Officer at AIG Europe S.A.

The Customer Complaints Officer, AIG Europe S.A.,  
30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.  
E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com)  
Website: [www.aig.ie/complaints](http://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](mailto: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](mailto:info@fspo.ie)  
Website: [www.fspo.ie](http://www.fspo.ie)



Underwritten by AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, <http://www.aig.lu/>.

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AIG Europe S.A. Ireland branch has its registered branch office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7 and branch registration number 908876 and is regulated for conduct of business in Ireland by the Central Bank of Ireland. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 01 224 58... Fax: 01 6716561. E-mail: [enquiries@centralbank.ie](mailto:enquiries@centralbank.ie). Web: <http://www.centralbank.ie>.