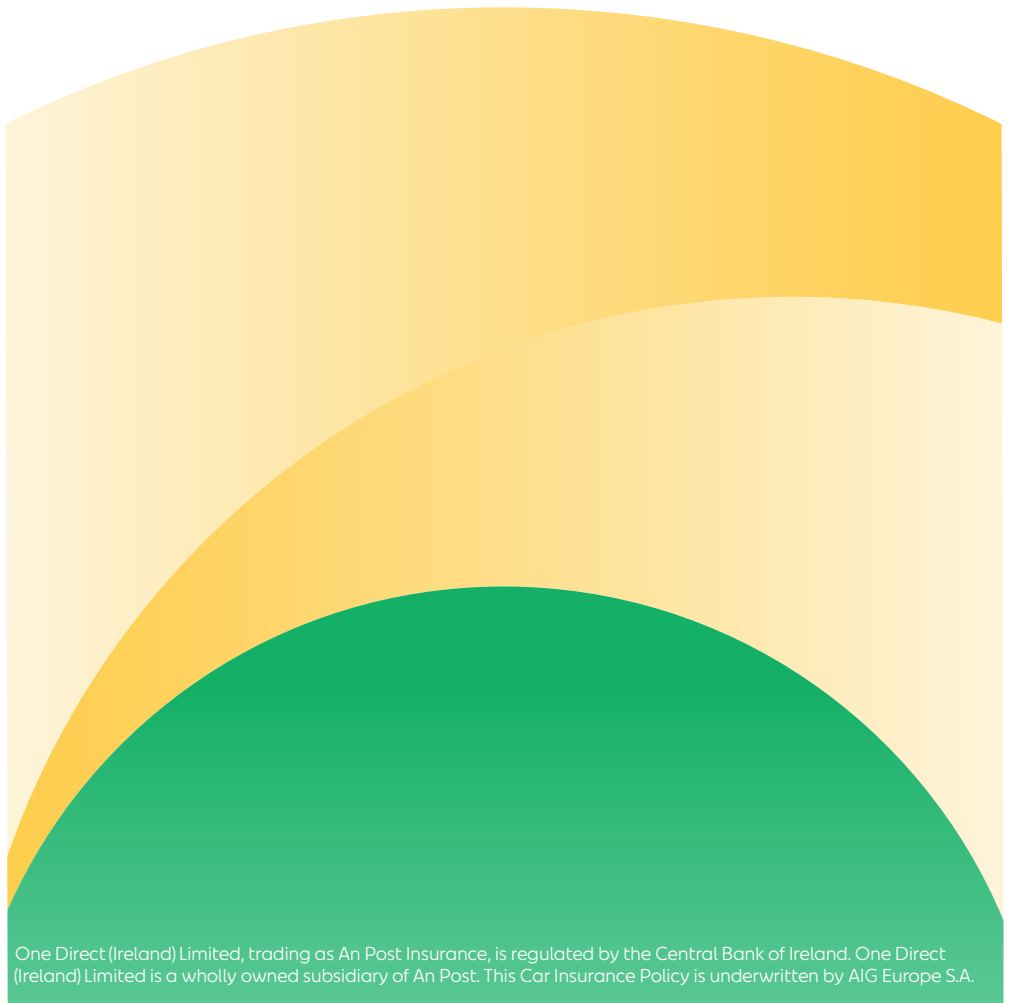


**Car  
Insurance**

**anpost  
insurance**

## **Policy booklet**



One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. This Car Insurance Policy is underwritten by AIG Europe S.A.



Please read your Policy Schedule and in particular the General Conditions and Exceptions. If you have any queries, please let An Post Insurance know.



This An Post Insurance Car Insurance Policy is arranged by An Post Insurance and underwritten by 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. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3.

### Governing Law

This Policy is governed by the laws of the Republic of Ireland and any dispute arising from its interpretation will be subject to the exclusive jurisdiction of the Courts of the Republic of Ireland.

One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. Registered in Ireland No 452399. Registered Office: GPO, O'Connell Street, Dublin 1, D01 F5P2.

## HELPFUL NUMBERS

AIG Europe S.A.	(01) 2081400
Roadside Assistance: Republic of Ireland Northern Ireland & United Kingdom	(01) 804 4328 (0845) 603 7991
Motor Claims Team:	(01) 8599700
Windscreen Breakage:	(1800) 310 310

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

# An Post Insurance Car Insurance Policy

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# Special notes

### Your AIG Private Car Insurance Policy

Welcome to Your An Post Insurance Car Policy underwritten by AIG Europe S.A. One Direct (Ireland) Limited, trading as An Post Insurance, is regulated by the Central Bank of Ireland. One Direct (Ireland) Limited is a wholly owned subsidiary of An Post. Registered in Ireland No 452399. Registered Office: GPO, O'Connell Street, Dublin 1, D01 F5P2.

Thank you for arranging your car insurance cover with Us.

### This Policy should be kept carefully in a safe place.

Please note that the Schedule and Certificate of Insurance form part of this Policy and should be read in conjunction with this booklet to ensure that they are in accordance with Your requirements. You should also read the Terms of Business of your agent An Post Insurance, in relation to its terms and conditions (including any charges it may impose from time to time) which apply in addition to the terms and conditions outlined in this policy.

### Your Pre-contractual Duty of Disclosure

You must answer all questions contained in Your statement of fact honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or Statement of Fact 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 Statement of Fact the most recent answers and information supplied in the Statement of Fact 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 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 working days from the start date of the policy to write to Us at the address shown at the bottom of Your cover confirmation letter if You want to cancel Your Car Insurance Policy. This is known as a cooling-off period.

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

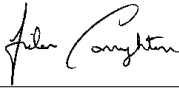
### Contract Law

The parties to a contract of insurance covering a risk situated in the Republic of Ireland are permitted to choose the law applicable to the contract. We propose that the contract will be governed by Irish Law.

All monies which become or may become due under this Policy will in accordance with section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland in Euros unless We specifically say otherwise. Premiums are subject to Government Levy and or contribution where applicable. Stamp Duty has been or will be paid in accordance with section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

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.

AIG Europe S.A.,  
Ireland Branch,  
30 North Wall Quay,  
International Financial Services Centre,  
Dublin 1, Ireland.  
Branch registration number 906664.  
Signed for on behalf of  
AIG Europe S.A.



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

## Introduction

### AI G Customer Service

#### Important Notice

We are pleased to provide You with the following information of which You should be aware before concluding a contract of insurance with Us.

### Customer Service and Complaints Procedure

An Post Insurance and AI G Europe S.A. want to give You the best possible service. Our Complaints Procedures ensure that We will respond to complaints within the time lines set out in the Consumer Protection Code. We will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

We will endeavour to resolve complaints quickly but if this is not possible We will provide written updates at intervals of not greater than 20 business days.

If the complaint is not resolved within 40 business days We will inform You of the anticipated time frame for resolution and Your right to refer the matter to The Financial Services and Pensions Ombudsman.

If You feel You have cause for complaint, You should contact the Customer Service Manager, An Post Insurance, PO Box 1 Athlone Co. Westmeath.  
Phone 0818 22 22 22.

If, after such contact, You remain dissatisfied, You may also write to the Customer Complaints Officer at AI G Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1. Phone: (01) 208 1400.

If the complaint is not resolved to Your satisfaction, You should write to the General Manager, AI G Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1.

At any stage, You may contact any of the following:

#### Insurance Ireland,

Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8  
Telephone: (01) 6761820; Fax: (01) 6761943.  
E-mail: info@insuranceireland.eu

#### The Financial Services & Pensions Ombudsman

3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: (01) 567 7000;  
Fax: (01) 662 0890.  
E-mail: info@fspo.ie;  
Web: <http://www.fspo.ie>.



## Understanding Your Policy

This Policy, the Schedule and the Certificate of Insurance are confirmation of the details of Your insurance contract with Us and must be read together. Definitions of terms commonly used in this Policy have been included to assist You.

Any other word or expression to which a particular meaning is given will have the same meaning wherever it appears.

The Sections in Your Policy tell You what is covered. There are also Exceptions which will tell You of any restrictions to cover and Conditions which will tell You about Your or Our responsibilities or duties under the contract.

### Definitions

#### 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).

#### Bodily Injury

Injury resulting directly from an accident caused by violent and visible means.

#### Certificate of Insurance

The Certificate of Insurance issued by Us being evidence of Your motor insurance contract with Us. It describes the vehicle covered under Your policy, drivers who may drive Your vehicle and the purposes for which the vehicle may be used. It also shows the Period of Insurance.

#### Description of vehicles

Any motor vehicle registered in your name which you own or have hired under a hire-purchase agreement.

However, for any motor vehicle:

- 1 you must have given us details which we have accepted;
- 2 we must have a Road Traffic Act certificate of insurance showing the index mark and registration number we have issued is still valid (unless the certificate is not needed by law); and
- 3 you must have paid or agreed to pay the premium.

#### Description of drivers

- a) You
- b) Any person in the motor trade who is driving, with your permission, the vehicle which is being overhauled or repaired.
- c) Any person shown in paragraph 6 of the certificate of insurance.

#### Excess

This is the first amount of any claim which You have to pay. This amount is shown on the Schedule.

#### Indemnity/Indemnify

The purpose of this Policy is to protect You from the financial impact of an incident involving Your vehicle. This may be damage to Your own vehicle, or You may be legally liable for damage to another persons property or in some circumstances injury to another person.

#### Insured Vehicle

Your vehicle the registration number of which is shown on the Certificate of Insurance.

#### Misrepresentation

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

#### Period of Insurance

The period for which We have accepted Your premium and issued a Certificate of Insurance.

### Insured Persons

- a) You, the insured
- b) Any person specified as a person whose liability is covered in the Certificate of Insurance
- c) Any passenger in, getting into or getting out of the Insured Vehicle
- d) The personal representatives of any of the above
- e) The employer or partner of any person whose business use is covered by the terms of the Insurance whose name is noted on the Certificate of Insurance but only in respect of the negligence of that person solely in respect of liability incurred under the Policy

### Personal Effects

Property normally worn, carried or used about the person in everyday use.

### Statement of Fact

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance, This includes the answers and/or information to any prior proposal form or Statement of Fact supplied to You which was previously completed and provided by You.

You must answer all of the questions on the Statement of Fact/Signed Proposal Form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

### Schedule

This document shows the Sections of the Policy which apply and so describes the cover provided.

### Territorial Limits

Unless otherwise stated the cover provided by this Policy is in respect of incidents occurring in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands (or in the course of transit by sea or tunnel between any ports therein).

### We/Us/Our/ The Insurer

AIG Europe S.A.

### You/Your

The person named as the Insured on the Certificate of Insurance.

## Section 1 - Loss of or damage to Your vehicle

We will insure You against loss or damage (including damage by frost) to any vehicle referred to in the 'Description of vehicles' or the standard accessories and spare parts provided by the manufacturer. A limit of €650 applies to accessories and spare parts.

We may at Our option repair, reinstate or replace the vehicle or any part of it or We may pay You to cover the amount of the loss or damage. Replacement parts may be sourced from a supplier other than the vehicle manufacturer's dealer or agent. The most We will pay for any claim for loss or damage is the market value of the vehicle immediately before the loss or damage occurred. This however will not be more than the estimate of value You have given to Us. If We know that the vehicle is covered by a hire purchase agreement, We will pay the owner and have no further liability for the loss or damage.

If any part of the vehicle shown to in the 'Description of vehicles' is no longer made or cannot be provided by the manufacturers, We will pay the cost of such part or accessory set out in the manufacturers last published price list together with the current labour charge for fitting it.

If the vehicle cannot be driven because of the loss or damage, We will pay the reasonable cost of protecting it and removing it to the nearest AIG Repairer Network garage.

We will also pay the reasonable cost of delivering the vehicle back to You after repairing any loss or damage insured under the Policy. We will not pay more than the reasonable cost of transport to Your address in Ireland.

You may authorise repairs for the vehicle caused by damage covered by this Policy as long as the estimated cost of the repairs is below €400 and You have given Us a detailed estimate of the cost before carrying out the repairs.

### Exceptions to Section 1

We will not pay claims for the following:

- 1 Loss of use, loss in value (depreciation), wear and tear, mechanical, computer or electrical breakdown, failures or breakages.
- 2 Damage to tyres caused by using the brakes or by road punctures, cuts or bursts.
- 3 Loss or damage arising during an earthquake, riot or civil commotion (unless You can prove the damage was not caused by these events).
- 4 Loss or damage caused by pressure waves caused by aircraft and other flying objects travelling at above the speed of sound.
- 5 Loss or damage arising from or contributed to by the driver's breath, blood, or urine alcohol level being above the legal limit as stated in the Road Traffic Acts or the driver being under the influence of drugs (unless such drug has been prescribed by a Registered Medical Practitioner but not for the treatment of drug addiction) whilst in charge of the vehicle.
- 6 Loss or damage due to theft or attempted theft if the keys or locking device of the vehicle are left in, on or near the vehicle while the vehicle is unattended.
- 7 Loss or damage to radio telephones, their component parts or ancillary equipment unless permanently fitted or removed from its permanent housing and concealed for security purposes at the time of the incident.
- 8 Any loss or damage in respect of Satellite Navigation equipment or games consoles and equipment unless permanently fitted to the insured Vehicle or removed from their permanent housing and concealed for security purposes at the time of the incident.
- 9 Loss or damage arising from the continued use of the insured vehicle in a damaged condition following an insured incident.
- 10 Vehicles which have been modified or altered and which are non-standard to original manufacturers specification of the vehicle, unless we have been notified and have accepted the risk.

## Section 2 - Liability to Third Parties

We will cover You against all amounts You or Your personal representative legally have to pay to any person (apart from the people defined in the Policy) as damages or costs due to injuring any person or property with any vehicle referred to in the 'Description of vehicles'. We will pay all costs and expenses You pay or agree to pay with Our written permission. We will pay the solicitor's fee for representing You at any coroner's inquest for any death which We may provide cover for under this section or for defending any court proceedings for any act causing any event which We may cover under this section.

### People We will not cover

We will not cover:

- a) any person claiming for damage to property which happens while the property was in or on any vehicle referred to in the 'Description of vehicles';
- b) any person claiming for damage to property which happens while You owned the property or had it in Your possession or control; or
- c) any person (other than You) on whose behalf You claim a payment if that person is entitled to cover under any other Policy.

### Manslaughter

If You ask, We will also pay Your legal defence costs, up to €1,500, for manslaughter proceedings or dangerous driving charges under subsection (2)(a) of Section 53 of the Road Traffic Act 1961 (as amended from time to time) if the proceedings relate to any event which We may cover under this section. We will have no further liability to You for this if we pay You these defence costs (less Our expenses up to the date of the payment).

### Exceptions

The cover granted for manslaughter claims will not apply to any such claim where the driver has been convicted or is being prosecuted for any Road Traffic Act laws relating to alcohol or drugs.

### If You drive other vehicles

In terms of the limits of cover provided by this section in connection with any vehicle referred to in the 'Description of vehicles', We will cover You for any event while driving a motor car You do not own or have hired under a hire-purchase agreement.

### Driving an insured vehicle

In terms of the limits of cover provided by this Policy, We will cover any driver referred to in the 'Description of drivers' who is driving any vehicle referred to in the 'Description of vehicles' as long as they:

- a) are not entitled to cover under any other Policy;
- b) are not in the motor trade and driving the vehicle to overhaul or repair it for You; or
- c) keep to the exceptions and conditions of this Policy as far as possible.

### Fire-brigade charges

We may pay the charges a fire authority make under the Fire Services Act 1981 for putting out a fire in Your vehicle if the fire gives rise to a valid claim under the Policy, or for removing the driver or passengers from the vehicle using cutting equipment. The most We will pay for any one claim is €1,500.

## Section 3 - Medical Expenses

If You or Your driver or any person in any vehicle referred to in the 'Description of vehicles' is injured by a violent accident which can be seen, We will pay You the medical expenses in connection with the injury up to €650 (restricted to a maximum of €65 per day for up to 10 days) for each person injured.

## Section 4 - Personal Accident

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

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.

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.

### Exclusions to Section 4

- 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.

## Section 5 - Additional Benefits

### 1 Personal Effects

We will pay You or at Your request the owner of the property for any loss or damage to rugs, clothing or Personal Effects while in or on the Insured Vehicle

- a) provided the damage or loss is due to fire, theft, attempted theft or accidental means.
- b) the maximum amount payable in respect of any one occurrence will be €150.
- c) payment to any person other than You will be made direct to that person.

Note: A Claim under this Sub Section does not affect Your No Claims Discount.

### Exceptions

We will not pay for any loss of or damage to

- a) money, stamps, tickets, documents or securities.
- b) goods or samples carried in connection with any trade or business.
- c) Radio, telephones, satellite navigation systems, televisions or DVD/Video recorders, their component parts or ancillary equipment or parts unless permanently attached to the Insured Vehicle or removed from their permanent housing and concealed for security purposes. If any payment is made under this Sub Section in respect of loss or damage to such equipment no payment will be made under Section 1 - Loss or damage to Your vehicle.

### 2 Temporary Replacement Car

If the Insured Vehicle is out of use as a result of loss or damage insured under this Policy We will pay for provision of an alternative car, Group A/B, from one of our providers.

The maximum amount payable is

- a) 7 days where the loss or damage

is covered under Section 1- Loss or damage to Your vehicle

- b) In the event Your car is written off, a replacement car will be provided for 10 days.
- c) The maximum payable under this section is €200

Cover under this Sub Section does not apply if the only damage to the Insured Vehicle is windscreen or glass breakage or consequent scratching of bodywork.

Note: In the event of a payment being made in respect of Paragraph a) of this Sub Section Your No Claims Discount will not be affected

### 3 Car Sharing

If You receive payment as part of a car sharing arrangement in respect of the carriage of passengers in the Insured Vehicle it will not be considered hire and reward provided that

- a) the arrangement is in respect of social or other similar purpose;
- b) the Insured Vehicle is not constructed or adapted to carry more than seven passengers excluding the driver; and
- c) the passengers are not being carried as part of a business

### 4 Lost Keys

We will indemnify You against the cost of replacement keys, reprogramming locking devices, door and boot locks, ignition steering lock of the Insured Vehicle following the loss, theft or damage of keys or locking devices subject to a limit of €650.

However, You must prove to us that any person who is likely to have your keys or transmitter is likely to know where you keep your car. We will not take off the excess and your no-claims discount will not be affected if you claim under this section.

## Section 6 - No Claims Discount

If you do not make a claim under the policy during the period of insurance shown below, then immediately before you renew the policy, we will reduce the premium as follows.

Period of insurance	Discount
In the last year	10%
In the last two years	20%
In the last three years	30%
In the last four years	40%
In the last five years	50%
In the last six years	55%

### Step-back clause

If you make a claim during any period of insurance for which we have reduced the premium by 55%, 50%, 40% or 30% as above, we will use the following scale when you renew the policy.

**If we gave you a 55% discount when you last renewed** - 30% when you next renew

**If we gave you a 50% discount when you last renewed** - 30% when you next renew

**If we gave you a 40% discount when you last renewed** - 20% when you next renew

**If we gave you a 30% discount when you last renewed** - 10% when you next renew

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.

### Deferment Clause

If any claim in the Current Period of Insurance has not been taken into account in the calculation of the No Claims Discount at renewal We reserve the right to treat any such claim as having occurred in the next Period of Insurance

## Section 7 - General Exceptions

### (Applying to the whole Policy)

We will not be liable

- 1) in respect of any liability (in excess of common law or statutory liability applicable) undertaken under the terms of another contract
- 2) in respect of any claim arising while any vehicle for which indemnity is provided under this policy is:
  - a) being driven by or for the purposes of being driven is in the charge of any person not listed in the Certificate of Insurance
  - b) being used for any purpose other than in accordance with the Limitations as to Use
- 3) in respect of any loss of or damage to property, legal liability, expense, consequential loss or bodily injury (unless required to by the Road traffic Acts) directly or indirectly caused by or arising from or contributed to by
  - a) ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy, hostilities or warlike operation (whether war is declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to any uprising, military or usurped power
  - d) any act of terrorism  
For the purpose of this Exception an act of terrorism means an act, including but not limited to the use of force or violence or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in

connection with any organisation(s) or government(s) committed for political religious ideological or similar purposes including the intention to influence any government or put the public or any of the public in fear

- e) any action in controlling, suppressing, or in any way relating to c) or d)

If We allege that by reason of this Exception any liability loss or damage cost or expense is not covered the burden of proof to the contrary shall be Yours.

In the event that any part of this exception is not enforceable the remainder of the Exception will remain in force.

- 4) In respect of any accident injury loss or damage arising during or in consequence of riot or civil commotion elsewhere other than in the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man, or Channel Islands (unless proven by You that the loss damage or injury did not arise from such cause).

This Exception does not apply to Section 2 - Liabilities to Third Parties



## Section 8: Breakdown Assistance

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 competent repairer to help you at the scene. If your vehicle can be repaired immediately, we will provide up to one hour free labour. You must be with the car when the repairer arrives. If you are not with the car and we cannot help you, you must pay for any help you then need.

### 2. Towing

We will cover the cost of towing the car to:

- the nearest competent repairer; or
- your own garage;
- whichever is closer.

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

(Cover only applies when you are more than 30 kilometres from your home.) If repairs cannot be carried out at the scene, we will pay for:

- transport for you and your passengers to your intended destination; or
- a replacement car for up to 48 hours and transport 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).

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

If the repairer 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 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.

### If you have an accident

Only benefit number 2 applies if you have an accident.

### Messages

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

### Exclusions to Section 8

We will not pay for the following.

1. Any liability or loss arising from any act carried out in providing the assistance service.
2. Expenses you can claim from any other source.
3. Any claim arising where the car is carrying more passengers or towing a greater weight than it was designed for, or arising directly from unreasonable driving on an unsuitable surface.

## Policy Information

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. Any claim that arises where the insured vehicle does not hold a current and valid National Car Test (NCT) Certificate.

### 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.

## Section 9: Conditions

### (Applying to the whole Policy)

#### 1 - Accidents

Full details of any incident loss or damage, including any notice of prosecution or inquest, must be sent to Us immediately. All communications from any other parties must be advised to or sent to Us immediately upon receipt.

#### 2 - Claims Procedure

Unless We give Our written consent no one will make any admission or offer or promise of payment on Our behalf, Your behalf or on behalf of any other person who may be claiming Indemnity under Your Policy. We have full discretion in conducting any defence or in the settlement of any claim and in prosecuting in Your name any claim for Indemnity or damages You are required to provide Us with all information and assistance.

**3** You must take all reasonable steps to protect from loss or damage, and keep in a roadworthy and legal condition, any vehicle in the 'Description of vehicles'. A claim under section 1 of the policy will only be valid where the insured vehicle has a current NCT certificate. You must give us access to examine the vehicle at all times.

**4** If you and we disagree about a claim under this policy we will refer the decision to an arbitrator we and you choose in writing. If we and you cannot agree on an arbitrator, we can appoint one each who is a member of either the Bar Council of Ireland or the Law Society of Ireland, and has expertise in insurance law. If the arbitrators do not agree, an umpire will decide (chosen by the arbitrators before beginning proceedings). The umpire will sit with the arbitrators during their meetings. They must make a decision before you can take any further action against the company. If we refuse to pay a claim and you do not refer the matter

to arbitration as shown above within 12 calendar months, we will assume you have abandoned the claim.

**5** You must keep to the conditions of this policy or any endorsement or we will refuse to make any payments under this policy.

#### 6 - Other Insurance

If there is another insurance Policy covering the same loss, damage or liability We shall not be liable to pay more than Our rateable proportion of any claim.

This condition does not apply to Section 4- Personal Accident, if applicable.

#### 7 - Cancellation of Your Policy and Mid-Term Alterations

We may cancel Your Policy by sending 10 days notice to You at Your last known address in the event that We cancel Your Policy, we will return to You the prorated portion of the premium for the unexpired Period of Insurance provided there have been no claims.

You must return the Certificate of Insurance and Disc to Us.

You may cancel Your Policy at any time by providing written confirmation and returning Your Certificate of Insurance and Disc. Cover will cease from the date of Your instruction or the receipt of the Certificate of Insurance whichever is later.

Provided there have been no claims in the Period of Insurance We will return to You the premium paid less an amount calculated at for the period for which cover has been provided.

Any request you make to change your policy cover during the period of insurance, will be subject to the fees and premium rebate calculation rules specified in the Terms of Business.

### 8 - Your Duty

You must not act in a fraudulent way. The information supplied by You or on Your behalf is the basis of Your contract of Insurance with us. You must ensure that this information is true and accurate, and has been provided by You honestly and with reasonable care. You must answer all questions on the Statement of Fact honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or Statement of Fact 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 Statement of Fact and the Statement of Fact the most recent answers and information supplied in the Statement of Fact 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 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 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.

### 9 - The Impact of any Misrepresentation by you, is as follows:

- (a) **Innocent Misrepresentation:**  
Where you have answered all questions in your proposal form honestly and with reasonable care but where you made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) we will pay any covered claim event subject to the terms and conditions of your policy.
- (b) **Negligent Misrepresentation:**  
If you make a negligent misrepresentation or fail to take reasonable care in completing your proposal form your cover may not fully operate and in the event of a claim we will exercise one of the following remedies:
  - (a) If knowing the full details we would not have entered into the insurance contract, we may avoid

the contract, refuse all claims and return any premiums paid by you.

- (b) If we would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
- (c) If we would have entered into the insurance contract but have charged a higher premium, we may reduce proportionately the amount to be paid on your claim.
- (d) Where there is no outstanding claim under the insurance contract, we may either:
  - (i) give notice to you that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or
  - (ii) terminate the contract by giving reasonable notice to you.

**(c) Fraudulent Misrepresentation:**

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

**10 - Laws relating to Compulsory Motor Insurance**

Nothing in this Policy affects the legal right of any person to recover an amount under the laws relating to the Insurance Liability in any country where this Policy operates.

If We pay any amount which would not have been payable but for the provision of that law We retain the right to recover that amount from You.

**11 - Deferment Clause - Penalty Points and Road Traffic Acts Convictions**

If any conviction or offence (including the receipt of penalty points) in the current Period of Insurance has not been taken into account in the calculation of the

Renewal Premium We reserve the right to treat the offence or conviction as having occurred in the next Period of Insurance.

**12** The expression 'public place' will have the same meaning for the purposes of this policy as it has for the purposes of Part VI of the Road Traffic Act 1961 (as amended from time to time). When we refer to 'you' we will also mean your personal representatives.

**13** Any condition of this policy or any endorsement which is a prohibited condition under Part VI of the Road Traffic Act 1961 (as amended from time to time) will not affect the right of any person to recover an amount under Section 76 of the Road Traffic Act 1961 (as amended from time to time).

**14 - 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.

**15 - 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

## Policy Information

Impact of Misrepresentation section).

### **16 - Subrogation**

In the event of any payment under this Policy, We shall be subrogated to the extent of such payment to all of Your rights of recovery, contribution and indemnity and You will provide all reasonable assistance and will do nothing to prejudice such rights.

Without prejudice to the foregoing, We will not exercise its rights of subrogation in connection with a claim unless it is not permitted to do so under sections 23, 24 and 25 of the Consumer Insurance Contracts Act 2019 (Ireland).

### **17 - Third Party Contract Rights**

A person who is not party to this contract of insurance or otherwise to enforce any term of this contract. Without, prejudice to the aforementioned the third party can bring a claim against Us under this Policy where the Insured has died, cannot be found or is insolvent, or where the court considers it just and equitable to allow such third party claim proceed.

## Section 10: 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), 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. 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 also 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, International Financial Services Centre, Dublin 1. More details about our use of Personal Information can be found in our full Privacy Policy at [www.aig.com](http://www.aig.com) or you may request a copy using the contact details above.

## Section 11 - Use in Great Britain and Northern Ireland

We will extend the insurance provided by this policy to apply to any vehicle defined in the 'Description of vehicles' while in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. Nothing in this policy or in any endorsement will affect the right of any person insured by this policy or of any other person to claim back an amount due under the law of any territory in which this policy applies relating to us insuring your liability to others.

However, you must repay us all amounts we pay which we would not have had to pay because of the law mentioned above.

We will insure any person using a vehicle if they are liable under the Road Traffic Acts or laws to pay for emergency treatment of injuries caused by or arising out of using the vehicle in any territory where any of the acts or laws apply.

If you make a payment for emergency treatment under this clause, it is not a claim under this policy for the purposes of the no-claims discount section.

## Section 12 - Use abroad

This policy will provide the minimum insurance you need by law for using any vehicle insured in any country which is a member of the European Economic Community and any other country for which the Commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the EEC Directive on insuring civil liabilities arising from using motor vehicles (Number 72/166/CEE).



## Section 13: Endorsements

In this policy

The expression 'endorsements' means the endorsements we refer to by number in the schedule attached. 'Limits of use' means those We refer to in the relevant certificate of insurance. 'Claim' means a claim or series of claims arising out of one cause.

### Endorsements

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

Unless We say otherwise the index mark and registration number of any vehicle or the name of any person appearing in the schedule against an endorsement number will be the only ones which apply.

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

### Endorsement 1: Excess

a) All sections:

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.

b) Accidental damage only:

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.

c) Fire and theft only:

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 2: Third party only

Section 1 (Loss or damage), section 3 (If you are injured) and section 4 (Medical expenses) of this policy do not apply.

### Endorsement 3: Third party fire and theft

We will have no liability 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 attempted theft. Section 3: Medical expenses of this policy does not apply.

### Endorsement 4: Accidental damage fire and 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.

## Policy Information

### 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 1 (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 'If you drive other vehicles'

This subsection 'If you drive other vehicles' of section 2 (Liability to Third Parties) of this policy 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 1800 310 310. 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 26: Cross liabilities**

If the term 'you' includes more than one person, we will cover each person separately.

**Endorsement 32: Extending territorial limits**

We will extend the cover under this policy (as well as in section 12, Use abroad) to cover using any vehicle referred to in the 'Description of vehicles' for not more than 31 days in a row in any country which is a member of the European Economic Community and any other country for which the commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EEC Directive on

## Policy Information

insuring civil liabilities arising from using motor vehicles ( No. 72/166/EEC ).

### **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 (fire and theft)**

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.



# Motor Legal Protection

This policy is underwritten by ARAG Legal Protection Limited.







## Welcome to Motor Legal Protection

**This section of the policy applies ONLY if the cover is shown in the policy schedule.**

This Motor Legal Protection policy is an extension of your Car Insurance Policy. The cover provided within this Policy is underwritten by ARAG Legal Protection Limited.

Motor Legal Protection Helpline - **0818 303 013**

As an ARAG policyholder, **you** are now protected by one of Europe's leading legal expenses insurer. If **you** are involved in a motor accident, prosecuted for a motoring offence, have a motor contract dispute, need legal advice or need help with motoring emergencies, **we** are here to help **you** 24 hours a day, 365 days a year.

To make sure that **you** get the most from **your** ARAG cover, please take time to read the policy, which explains the contract between **you** and **us**. If **you** have any questions or would like more information, please contact **your** insurance adviser.

### Definitions applicable to this section of the policy only

Wherever the following words or expressions appear in **bold** type they will have the meaning given to them below:

#### Policy

The An Post Insurance or private car insurance policy to which this Motor Legal Protection insurance attaches.

#### We, us, our

ARAG Legal Protection Limited.

#### Policyholder

The An Post Insurance car insurance policyholder who holds a current policy and whose principal place of residence is in the Republic of Ireland and who has been declared to and accepted by us.

#### You, your

**You**, and any passenger (other than a paying passenger) or driver who is in or on the **insured vehicle** with **your** permission. Anyone claiming under this policy must have the **policyholder's** agreement to claim.

#### Insured vehicle

The vehicle specified in the motor insurance **policy** issued with this policy. It also includes any caravan or trailer designed to be towed by that vehicle whilst it is attached to this vehicle.

#### Appointed lawyer

The lawyer, or other suitably qualified person, who has been appointed to act for you under Condition 2 of this policy.

#### Legal costs

All reasonable and necessary costs charged by the **appointed lawyer** on a party/party basis. Also the costs incurred by opponents in civil cases if **you** have to pay them, or pay them with our agreement including VAT where appropriate.

#### Territorial limit

The European Union (including the Republic of Ireland), the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

#### Period of insurance

The period for which **we** have agreed to cover the **policyholder** and for which the **policyholder** has paid the premium, such period to run concurrently with the period of insurance for the relevant policy.

#### Date of occurrence

The date of the event, which may lead to a claim. If there is more than one event arising at the same time or from the same originating cause, then the **date of occurrence** is the date of the first of these events.

## Policy Information

### Special Notes:

#### After a motor accident

If **you** are involved in an accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Let **us** have this information as soon as **you** can, either by giving it to **your** insurance adviser or by sending it to **us** at the address below. If **you** are not sure what to do after an accident, call our Legal Advice Service.

#### How we help you

Once **we** have accepted **your** claim, **we** aim to recover **your** uninsured losses from the other person who caused the accident.

Uninsured losses could include the cost of repairing or replacing **your** vehicle, **your** motor insurance policy excess, compensation following injury or other out-of-pocket expenses.

**We** normally recover **your** uninsured losses or deal with motor contract disputes by appointing a solicitor to handle **your** claim. In most cases, **we** will choose the appointed solicitor for **you**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

If **you** are prosecuted for a motoring offence, **we** will appoint a solicitor to represent **you**.

#### Send your claim to:

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.  
Telephone: 01 670 7470  
Fax: 01 670 7473.

#### If you need any other help from us

**You** can phone us at any time on **0818 253 065** for legal advice on any personal legal problem or for help with general motoring emergencies.

#### When we cannot help

**We** will not be able to help **you** if **we** think there is little chance of recovering **your** uninsured losses or winning a case. Please do not ask for help from a solicitor before **we** have agreed. If **you** do, **we** will not pay the costs involved.

### Customer Satisfaction

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please contact the Customer Service Manager:

An Post Insurance, P.O. Box 1, Athlone, Co Westmeath. Phone: 0818 22 22 22.

If **you** are still not happy **you** may contact:

The Operations Manager,  
ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20.

The following services can advise **you** on how to proceed further and may be able to help in resolving **your** problem:

#### - The Insurance Ireland's Insurance Information Service at:

Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8  
Phone: 01 676 1820  
Fax: 01 676 1943  
Email: iis@iif.ie  
Website: www.iif.ie

#### Or

#### - Financial Services and Pensions

**Ombudsman (FSPO)** at Lincoln House, Lincoln Place, Dublin 2, D02 VH29.  
Phone: 01 567 7000  
Email: info@fspoi.ie  
Website: www.fspoi.ie

**You** will not lose **your** right to take legal action if **you** contact either of the above.

This policy is underwritten by ARAG Legal Protection Limited.

**Our Head and Registered Office is:**

ARAG Legal Protection Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. Registered in Ireland. Company no. 639625.

Our website is [www.arag.ie](http://www.arag.ie)

## This is your Motor Legal Protection Policy

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as:

- the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court or other body which **we** agree to in the **territorial limit**; and
- in civil claims it is always more likely than not **you** will recover damages (or other legal remedy) or make a successful defence.

## Insured incidents

**We** will negotiate for the following.

### 1. Accident Loss Recovery and Personal Injury

To recover **your** uninsured losses and costs after an event which:

- (a) causes damage to the **insured vehicle** or to personal property in it; or
- (b) injures or kills **you** while he or she is in or on the **insured vehicle**; or
- (c) injures or kills the **policyholder** while the **policyholder** is driving another motor car or motor cycle; or
- (d) injures or kills the **policyholder** or any member of the **policyholder's** family (who always live with the **policyholder**) as a passenger in a motor vehicle, a cyclist or a pedestrian.

## 2. Motor Legal Defence

To defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of an **insured vehicle**, but not a parking offence or an offence which suggests dishonesty by **you**.

## 3. Motor Contract Disputes

The **policyholder's** legal rights in a contractual dispute arising from an agreement which the **policyholder** has for buying, selling, hiring or insuring an **insured vehicle** or its spare parts or accessories or the service, repair or testing of an **insured vehicle**. The **policyholder** must have entered into the agreement during the period of insurance. The amount in dispute must be more than €126.

## What is covered?

If an **appointed lawyer** is appointed by **us**, **we** will pay the **legal costs** for **insured incidents** under Motor Legal Protection. For **insured incidents** involving the death of or injury to **you**, **we** will initially pay the application fee required by the Personal Injuries Assessment Board (PIAB).

For all **insured incidents we** will help in appealing or defending an appeal provided that **you** tell **us** that **you** want **us** to appeal within the time limits allowed. Before we pay any **legal costs** for appeals, **we** must agree that it is more likely than not that the appeal will succeed. The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is €130,000.

## What is not covered by this policy:

1. A claim where the **policyholder** has failed to notify **us** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal

## Policy Information

- remedy that **we** have agreed to) or of making a successful defence.
- Any **legal costs** that are incurred before **we** agree to pay them.
  - The **insured vehicle** being used by anyone who does not have valid driving licence and/or insurance;
  - Fines, damages or other penalties, which **you** are ordered to pay by a court or other authority;
  - Any claim relating to the settlement payable under an insurance policy.
  - The use of an **insured vehicle** by you for hire or reward or in connection with the motor trade or **your** participation in racing, rallies, competitions or trials of any kind whatsoever.
  - Any claim caused by, contributed to by or arising from:
    - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
    - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
    - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
  - Any disagreement with **us** that is not in Condition 7.
  - The cost of obtaining a medical report when registering a claim with the Personal Injuries Assessment Board (PIAB).
  - Any legal action **you** take which we or the **appointed lawyer** have not agreed to or where **you** do anything that hinders **us** or the **appointed lawyer**.
  - Your use or alleged use of the **insured vehicle** under the influence of alcohol or drugs.
  - Any claim arising from an event, which happens, or a series of events, which starts, outside the period of insurance.
  - Any claim which is false or fraudulent

- Any claim more specifically insured or any amount that **you** cannot recover from a more specific insurance because the insurer refuses the claim.

## Conditions

**You** must:

- keep to the terms and conditions of this policy;
  - take reasonable steps to keep any amount **we** have to pay as low as possible;
  - try to prevent anything happening that may cause a claim;
  - send everything we ask for, in writing;
  - give **us** full details of any claim as soon as possible and give **us** any information **we** need.

- We** can take over and conduct, in **your** name, any claim or legal proceedings at any time.

**We** can negotiate any claim on your behalf.

- You** are free to choose an **appointed lawyer** (by sending us a suitably qualified person's name and address) if:
  - we** agree to start court proceedings and it becomes necessary for a lawyer to represent **your** interests in those proceedings; or
  - there is a conflict of interest.
- In all circumstances except those in 2 (b) above, **we** are free to choose an **appointed lawyer**.
- An **appointed lawyer** will be appointed by **us** and represent **you** according to our standard terms of appointment. The **appointed lawyer** must co-operate fully with **us** at all times.
- We** will have direct contact with the **appointed lawyer**.
- You** must co-operate fully with **us** and with the **appointed lawyer** and must keep **us** up-to-date with the progress of the claim.
- You** must give the **appointed lawyer** any instructions that **we** require.

- 3(a)** **You** must tell **us** if anyone offers to settle a claim.
- (b)** If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **legal costs**.
- (c)** **You** must not negotiate or agree to settle a claim without our approval.
- (d)** **We** may decide to pay **you** the amount of damages he or she is claiming instead of starting or continuing legal proceedings.

**4** **You** must:

- (a)** tell the **appointed lawyer** to have **legal costs** taxed, assessed or audited, if **we** ask for this;
- (b)** take every step to recover **legal costs** and Personal Injuries Assessment Board application fee that **we** have to pay and must pay **us** any **legal costs** and Personal Injuries Assessment Board application fee that are recovered.

**5** If an **appointed lawyer** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed lawyer** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed lawyer**.

**6** If **you** stop a claim without our agreement, or do not give suitable instructions to an appointed lawyer, the cover we provide will end at once.

**7** If there is a disagreement about the way **we** handle a claim that is not resolved through our internal complaints procedure, **you** can contact the Financial Services and Pensions Ombudsman for help.

Any dispute between **you** and **us** (about **our** liability over a claim or the amount to be paid) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **you** and **us**. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on

the arbitrator and the decision of that arbitrator will be final. If **you** do not refer the dispute to arbitration within 12 months, **we** will treat the claim as abandoned.

**8(a)** **You** may cancel the policy:

- i) within 14 working days of the date of its purchase (cooling-off period) with a refund of premium on a pro rata basis. In these circumstances the **insurer** shall not impose any financial cost on **you** other than the cost of the premium for that **period of insurance**; (the time on risk)
- ii) at any other time. In these circumstances **you** may be entitled to a partial refund of the premium subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

No refund of premium shall be allowed if a claim has been or is later accepted by **us**. Notice of cancellation by **you** shall release **you** from any further obligation arising from the policy.

- (b)** **We** can cancel this policy at any time as long as we tell **you** at least 10 days beforehand.

**9** **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

**10** This policy will be governed by the laws of the Republic of Ireland.

**11** **You** cannot transfer **your** rights under this legal expense insurance.

**12** **We** may pursue legal proceedings in **your** name to recover any payments the insurer has made under this Motor Legal Protection insurance.

### Helpline Services

**We** provide these services 24 hours a day, 7 days a week during the period of insurance. To help **us** check and improve our service standards, **we** record all calls.

#### **Legal Advice Service - Phone: 0818 303 013**

**We** will give **you** confidential legal advice over the phone on any personal legal problem, under the laws of the Republic of Ireland or the United Kingdom.

#### **Health & Medical Information Service - Phone: 0818 254 164**

**We** will give **you** information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

**We will not be responsible to you if the Helpline Services fail for reasons we cannot control.**

If **you** are phoning from outside the Republic of Ireland please phone 00353 1 670 7470.



## Contact us

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