



# **HELPFUL NUMBERS**

Breakdown Assistance:

AIG Car Insurance Claims team: 01 859 9700

# How to make a Claim

Our aim is to get Your car back on the road as quickly as possible. We believe that making a claim should be easy. Our Car Claims Teams are available 24 hours a day, 365 days a year to assist You with Your queries you can e-mail us at claims.ie@aig.com.

- 1.Telephone Our Car Claims Team on 01 8599700 with the first notification of Your claim. They will advise You what to do next and issue all appropriate documentation immediately.
- 2.Where Comprehensive Cover applies Our Approved Repairer Network can be availed of. In the event of the vehicle being unfit to drive they will tow Your vehicle. This will safeguard the vehicle from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Approved Repairers are not used, obtain an estimate and advise Us immediately and We can appoint an assessor if necessary. You may appoint an assessor to act in Your interest (any such appointment will be at Your expense).
- 3. When repairs have been completed pay any contribution for which You may be responsible (The Excess) and then take delivery of Your car.

# The Key Cover Benefits\*

- 1. Real time tracking, rewards for safe driving
- Brand new car replacement we will replace your brand new car with a new one if your car is stolen, unrecovered or seriously damaged
- 3. Theft Tracking Device (to help find your car if stolen)
- 4. Unlimited windscreen cover if an Approved repairer used
- 5. Up to €500 replacement locks cover
- 6. Up to €300 in car personal belongings cover
- \* all benefits here are a summary of cover. Please check this Policy document for full terms and conditions

# HELPLINES FOR NEW CLAIMS NOTIFICATION

ACCIDENT HELPLINE 01 859 9700 WINDSCREEN CLAIMS 01 859 9899

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# Welcome to AIG Box Clever



This is **your** Private Car **Policy**Document and forms part of your **policy** together with:

Your Completed Application Form Your schedule (which shows any endorsements that apply which change your insurance cover) the certificate of motor insurance

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

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

The documents will be available for you to see and print in www.ratemydrive.ie

To make a change to **your car** insurance or to top-up **your** kilometres, please contact AIG Direct or visit ratemydrive.ie

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

24 Hour Claims Helpline 01 8599700

Windscreen Claims Helpline 1800 310 310

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



# **Your Private Motor Policy**

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

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

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

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

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

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

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

Aidan Connaughton

General Manager, AlG Europe S.A

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules.



# 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 (including provided at renewal or mid-term adjustment) 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 consecutive 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.



# **Definition of Words**

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

#### Accessories

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

#### 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)

#### AIG Box Clever Score

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

#### Car

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

#### Certificate of Motor Insurance

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

#### Completed Application Form

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 Completed Application Form supplied to You which was previously completed and provided by You (including provided at renewal or mid-term adjustment). You must answer all of the questions Form/Signed Proposal Form honestly

on the Completed Application and with reasonable care, failure to do so may be regarded as a Misrepresentation

#### Device

The **device** fitted to **your car** which provides data to us based on the use of your car. This will either be a professionally fitted device installed by our service providers installer or a selfinstall dongle. You will be informed before purchase of the type of device that will be used.

#### **Driving Score Discount**

The monetary discount awarded at policy renewal which shall be based on your telematics score.

#### Endorsement

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



#### Excess(es)

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

#### Family or Household

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

#### In-car entertainment

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

#### Insured Person

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

#### Insurer

AIG Europe S.A.

#### **Kilometres**

The distance travelled by your **car** and recorded by the **device** fitted to your **car** which can be viewed in **www.ratemydrive.ie** 

#### Market value

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

#### Misrepresentation

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

#### Ratemydrive.ie

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

#### Period of insurance

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

#### **Policy**

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

#### Policyholder

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



#### **Policy Kilometres**

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

#### Premium

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

#### Schedule

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

#### **Speed Limit**

The posted **speed limit** for the road being travelled on.

#### Statement of Fact

The latest document which confirms all the details supplied by you, or someone on your behalf, to us and which forms the basis of this contract. Statement of fact has the same meaning as completed application form.

#### **Telematics Score**

Based on how **you** drive **your car** and used by **us** to calculate **your** renewal **premium**.

#### **Territorial Limits**

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

#### **Terrorism**

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

#### Third party

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

#### Top up kilometres

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

#### Dotsys Ltd

System provider

We, us, our AIG Europe S.A.

#### You, your

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



# Important Terms in Relation to Your Telematics Policy

By taking out a telematics **policy you** agree to having a **device** professionally fitted to **your** and to having **your** data collected and used as provided for below.

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

Your cover is connected to the number of kilometres that you drive. When you purchase your policy from us, you choose and pay for policy kilometres for the period of insurance which are measured when you drive your car by a device fitted to your car.

You can buy additional top-up kilometres if you need more than the policy kilometres you are allowed in any one period of insurance. Please see number 11 "Kilometres and Calculating Your Driving Score" in this section for more details.

You must notify all insured persons on your policy or any other person who drives your car that a device has been installed in your car, that their journey will be monitored, and data collected, that you will have visibility of their data via your online portal and provide them with the information set out in this policy

regarding the use of **their** personal information.

If you have a professionally fitted device as opposed to a self-install device and you sell your car, you must advise us of the sale of the car so that we can de-activate the device and you must also advise the new owner of the car that a device is fitted. If you have a self-install device, then you can transfer this to your new vehicle

#### 1. Data to be Collected

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

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

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



#### 2. Use of Data Collected

The data will be used to calculate your telematics score. In addition, we may aggregate information obtained from the data to conduct anonymous profiling and to develop our products and services.

Our agent will process and securely transmit the anonymised data to us.

We and our agent are data controllers as defined in the Data Protection Acts 2018 and the General Data Protection Regulation 2016/680 (GDPR).

We, our agent, and our service providers will process your information in accordance with the Data Protection Acts 2018 and the GDPR.

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

- In respect of the installation, removal, deactivating, and servicing of the device;
- To provide you with data on "Manage My Policy" regarding your driving;
- In the calculation of your telematics score based upon your recorded driving behaviour;
- Where you make a claim;
- To provide you with theft tracking

- in respect of your car;
- To aggregate information which we will use in the development of our products and services including the telematics score calculation.

# Important information we would like to bring to your attention:

The information obtained from the device may be used by us, our agents or our service providers when handling a claim.

We may also use the **device** data to do the following:

- Create a simple pictorial reconstruction to understand the potential cause of an accident or crash;
- Reconstruct a full 3D view of the seconds leading up to and during the accident or crash;
- Establish an indication of expected damage to the **car**;
- Detect low velocity impacts and potential fraud;
- Use live GPS location data to track and recover your car due to theft

We may receive accident reports in real time from the device. We may try to contact you by telephone to offer assistance if we deem an accident has occurred. Please see sub-section 13



"Accident Tracking" below for further information.

#### 3. Disclosure to Third Parties

**We** may disclose information collected by the

#### device:

- To our agent and service providers in connection with this agreement;
- If we are legally obliged to disclose that information by virtue of legislation, regulation, or court order;
- For the purposes of addressing insurance fraud.

# 4. How Long we Retain Data We will retain the information you have provided us and the data we collected for as long as is permitted by law. Information and data collected via the device will be kept for up to six years after the conclusion of your

relationship with us.

5. Your Rights Regarding the Data You have a right to access, correct or object to the use of, or request deletion or suppression of personal information on certain grounds. Please see our "Privacy Policy" on page 30 of your policy for further information.

6. Device Installation –
Professionally Fitted
When you take out your policy, our

**agent** or **their** approved installer will contact **you** to arrange for a **device** to be fitted to **your car**.

Our agent will pay the cost of:

- The device:
- Fitting the device;
- Retrieving data from the device.

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

If we so request, you must allow our agent, or their approved supplier, access to your car to retrieve the device in the event of you cancelling or not renewing your policy with us. Upon cancellation of your policy, our agent will remotely de-activate the device.

It is **your** responsibility to ensure that **you** have the agreement of any coowner, hire purchase company or any other person that has a legal interest in **your** car before the **device** is installed.

The **device** will be fitted discreetly by professional engineers who have been trained according to strict guidelines.



The **device** is compatible with any type of vehicle and will not affect any manufacturer or aftermarket warranties that may apply to **your car**.

#### 6.1 Late Cancellation of an Appointment to Install the Device

If you do not present your car at the time and location agreed with our agent or their installers for the installation or de-installation of the device, or if you cancel such an appointment with less than 24 hours' notice then our agent reserves the right to charge you €45 for the costs our agent's approved installer incurs as a result.

#### 6.2 Documents

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

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

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

When **our agent**'s approved installer comes to fit the **device** a photograph

of your car will be taken.

# 6.3 Dealing with Faults and Limitations of Service

In the event of the **device** developing a fault during the period of insurance, **our agent** will contact **you** and make all reasonable efforts to repair or (at our option) replace the **device** free of charge. **Our agent** will arrange with **you** a mutually convenient time and place for a replacement **device** to be fitted.

You must give our agent and their installers access to your car within 7 days of being notified of the fault or, where there are exceptional circumstances that prevent you from doing so, within a reasonable time. Any kilometres driven during this time will not be included in calculating your telematics score.

You accept that the device uses the battery power supply and so there may be a small drain on your battery even when your car is not being used. You accept it is your responsibility to maintain your car and battery in good working order. To help alert you of any battery issues, our agent will advise you if the device detects a low battery charge.

The collection and transmission of data by the **device** and the provision of the theft tracking may occasionally



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

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

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

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

6.4 Tampering
The device has tamper controls and

attack safeguards. If the intelligent alert system is triggered it will notify **our agent** of any unauthorised tampering with the **device**. An investigation will be initiated and a physical inspection by an engineer will be required.

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

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

Whilst you are a policyholder, no one other than our agent and/or their approved installer may install, remove, modify, or repair the device.

Please note that tampering with the device will invalidate all warranties relating to the device and installation, and also invalidate the insurance cover provided. Damage or loss caused by any form of tampering or non-permitted interaction with the device is not covered by this insurance policy.

If, following an investigation, **you**, or anyone else is proven to have tampered with the **device**, **you** will be



required to pay for any reasonable costs **our agent** may have incurred including removing, repairing, or replacing the defective **device** or parts thereof. **Your** insurance **policy** will also be cancelled, and **you** will be liable for the disconnection and cancellation fees shown within the terms set out in General Conditions 4 "Cancellation".

7. Device – Self Installation In some instances, rather than using a professionally fitted device our agent may post a device to you that can be

self-installed into the 12 Volt Socket of **your** car.

Our agent will pay the cost of:

- The device;
- Retrieving data from the device.

You must fit the device within the first 10 days of you taking out a policy with us. If the device is not working within this period, your policy may be cancelled.

It is **your** responsibility to ensure that **you** have the agreement of any coowner, hire purchase company or any other person that has a legal interest in **your car** before the **device** is installed.

The **device** is compatible with any type of vehicle and will not affect any manufacturer or aftermarket

warranties that may apply to your car.

#### 7.1 Documents

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

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

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

7.2 Dealing with Faults & Limitations of Service

In the event of the **device** developing a fault during the **period of** insurance, our agent will contact you and make all reasonable efforts to repair or (at our option) replace the **device** free of charge.

You accept that the device uses the battery power supply and so there may be a small drain on your battery even when your car is not being used. You accept it is your responsibility to maintain your car and battery in good working order. To help alert you of any battery issues, our agent will advise you if the device detects a low battery charge.



The collection and transmission of data by the **device** and the provision of the theft tracking may occasionally be impaired or interrupted by operational and/or atmospheric conditions, power failures, or other causes, conditions or events beyond **our** reasonable control or the capabilities of the **device**.

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

Where there is no GPS signal the device has no data to record so any kilometres driven during this time will not be included in calculating your telematics score.

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

#### 7.3 Tampering/Removal

The **device** has tamper controls and attack safeguards. If the intelligent alert system is triggered it will notify **our agent** of any unauthorised tampering with the **device**.

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

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

Please note that tampering with the device will invalidate all warranties relating to the device and installation, and also invalidate the insurance cover provided. Damage or loss caused by any form of tampering or non-permitted interaction with the device is not covered by this insurance policy.

If, following an investigation, you, or anyone else is proven to have tampered with the device, you will be required to pay for any reasonable costs our agent may have incurred including removing, repairing, or replacing the defective device or parts thereof. Your insurance policy will also be cancelled, and you will be



liable for the disconnection and cancellation fees shown within the terms set out in General Conditions 4 "Cancellation".

#### 8. Your Driving

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

We use the data the device sends to us to provide you with your telematics score based on how safely we interpret your driving. You can view your telematics score and see how it has changed over time by selecting "Manage My Policy" from the home page and logging into your online portal. As we collect more data, we are constantly updating the way that we generate all driving scores, and this can affect your driving score and any future driving score discount.

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

# 9. Kilometres and Calculating Your Driving Score

When you first take out a policy with us you choose the number of policy kilometres you require. If you use up all of your policy kilometres, you

must buy top up kilometres, or we will cancel your policy. You can buy top up kilometres in bundles of 1,000 up to 6,000 kilometres at any time during the period of insurance. Top up kilometres will be charged at your cost per kilometre rate which can be found on your online portal.

#### Important

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

If you use up the kilometres you have purchased (including any top up kilometres and you choose not to purchase additional kilometres, then we will cancel this policy. Please refer to General Conditions 4 "Cancellation".

If you have not used all of your kilometres when the policy is due to be renewed, any of the original kilometres that are not used are lost and are not credited to the next period of insurance. There is no financial exchange for unused kilometres.

When **your policy** is due for renewal, **we** will base **your** premium on **your** driving score but **we** may remove any



limit on the number of **kilometres** you can drive.

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

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

#### **Important**

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

#### 10. Premiums

We will not increase your premium in the first year based on the data obtained from the device. We may cancel your policy based on data obtained from the device it if indicates dangerous driving behaviour (for example if you are found to be driving your car in excess of 160kph) and we may cancel otherwise in accordance with the terms and conditions of your policy.

However, if **you** use up all of **your** initial allocation of **policy kilometres** during the first period of insurance, in

order to continue **your** insurance cover for the remainder of the period of insurance, **you** will have to purchase top up **kilometres** at an additional cost to **you**.

On renewal your premium may be increased or decreased taking into account your telematics score, kilometres driven and driving behaviour in the previous period of Insurance (and any other relevant terms of your policy).

#### 11. Speed

#### Important - Speeding

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



#### **Dangerous Speeding Events**

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

For example, where the **speed limit** is:

- 40kph, a dangerous speeding event occurs if your car has been driven at 50kph or over;
- 60kph, a dangerous speeding event occurs if your car has been driven at 75kph or over;
- 100kph, a dangerous speeding event occurs if your car has been driven at 125kph or over;
- 120kph, a dangerous speeding event occurs if your car has been driven at 150kph or over.

#### **Speeding Warnings**

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

#### Speeding Warning 1

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

#### Speeding Warning 2

**You** will be given a second speeding warning where the **device** detects a further two dangerous speeding events after the first speeding warning.

The second speeding warning will warn **you** that the **policy** will be cancelled if **you** continue to speed.

#### Notice of Cancellation

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



#### 12. Theft Tracking

You must report the theft of your car to the Gardai and obtain a Garda Incident Number, to verify a theft has taken place and you must report the incident to our claims department on 01 859 9700. You will be responsible for any charges in respect of storage or recovery of your car by the Gardai.

#### 13. Accident Tracking

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

However, **you** must contact the emergency services or report the accident to the Gardai after an accident has occurred and **you** must report the accident to **our** claims department on 01 859 9700.

#### 14. Claims

Data obtained from the **device** may be used by us to assess claims. If **you** have a claim during the **period of insurance your telematics score** will not be affected. **Your policy** will be subject to existing claims criteria at renewal.

### 15. Driving Your Car Abroad

In some countries while you are driving your car abroad, your driving data may be recorded but not transmitted. If this occurs the device will transmit some or all of your driving data to us when you return to the Republic of Ireland. The data transmitted to us upon your return to the Republic of Ireland will be used in the calculation of your telematics score.

# 16. Forcibly Cancelling Your Policy Based on Telematics Data

We reserve the right to forcibly cancel your policy should the telematics data from the installed device in your car indicate dangerous driving behaviour, such as for example, dangerous speeding, braking, acceleration, cornering, or lateral movements. Please note the list above are only examples of dangerous driving behaviour, it is not an exhaustive list and we may deem other conduct to indicate dangerous driving behaviour.

If we force cancel your policy, we will give you 10 working days written notice to your last known address. All cover will cease from that date.

We reserve the right to forcibly cancel your policy should the Device



indicate persistent speeding and we have given you due warning as detailed under sub-section 13 "Speed" of the telematics section of this policy.

# How do we create dangerous speed warnings?

The **device** contains multiple sensors which relay information to **us** in real time. GPS location data is used to generate speed information from **your car** for each trip taken which is compared with the road network speed limits.

A dangerous speed warning is created where the box data detects the car travelling 25% or more above the speed limit of the road network. See sub-section 11 "Speed" for more detailed information.

**WARNING:** If **we** forcibly cancel **your policy**, it may affect **your** ability to obtain car insurance cover.



# **General Conditions**

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

#### 1. General

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

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

#### 2. 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 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**.

#### 3. Policy Changes

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

- Any of the answers you provided on your Completed Application Form have changed or are inaccurate.
- You sell the car to which the Device is fitted.
- You change your car, or you have purchased another car to which you want your existing cover to apply.
- You wish a new driver to be covered.
- You or any other driver passes their driving test.
- Any Insured Person who drives your car gets a motoring or other conviction or fixed penalty.
- Any Insured Person who drives your car suffers from a medical condition or has a



- claim on another **policy**.
- The car is changed or modified from the manufacturer's standard specification or you intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.).
- A change of occupation (full or part-time) by you or any other driver.
- A change of postal address.
- A change of address at which the car is kept and where the car is located overnight.
- A change in the use for which you use your car.
- Your car is involved in an accident or incident of any nature no matter how trivial.
- A change to the main user of the car.
- You change your phone number including your mobile phone number so that we can contact you in the event of an accident.

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

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

#### 4. Cancellation (You)

You may cancel this policy:

- a) At any time by notifying us and returning the certificate of motor insurance. Note that cancellation will only take effect upon receipt of the certificate of motor insurance.
- b) Provided no claim has been made or has arisen under this **policy** prior to cancellation during the current period of insurance you will be entitled to a refund of **premium** less a charge reflecting the cover we have provided up to the cancellation of your policy. This charge will be calculated on a proportionate basis on either the period of cover you have received or the kilometres you have used whichever amount is higher. If the device has already been fitted to **your car**, or had been fitted to a car you previously insured with us, you will be charged an additional cancellation fee of €125 to cover the cost of the provision of the device.

The device will be left in place in a disconnected state and will not collect or transmit any data. On occasion we may request the physical removal of the device from



your car in which case you must allow us access to the car to retrieve the device if requested by us.

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

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

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

#### 5. Cancellation (Us)

We may cancel this policy:

a) By giving you 10 working days written notice to your last known address. All cover will cease from that date. You must immediately return the certificate of motor insurance to us.

> Provided no claim has been made or has arisen under this policy prior to cancellation you will be entitled to a refund

of **premium** reflecting the cover **we** have provided up to the cancellation of **your policy**. This charge will be calculated on a proportionate basis on either the period of cover **you** have received, or the **kilometres you** have used whichever amount is higher.

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

- b) From the commencement date of your policy if you do not pay your premium. You must, upon cancellation, return the certificate of motor insurance to us.
- c) If you use up all the kilometres you have purchased (including any top up kilometres) you choose not to purchase additional kilometres we will write to you giving you 10 working days notice at your last known address. The policy will cease immediately when the 10 working day notice period expires unless during that period you have bought further top-up kilometres. Where the **policy** ceases, **you** must immediately return the certificate of motor insurance



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

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

- 6. 14-day Cooling off period If you find that this policy does not meet your needs, return the documents to us within 14 consecutive days of receipt. Provided you have not made a claim, your premium will be refunded minus a pro rata charae for the time on cover. However, if the device has already been fitted to your car, or had been fitted to a car you previously insured with us, you will be charged a cancellation fee of €125 to cover the cost of the provision of the device.
- 7. Payment by Instalments If you pay your premium by instalments under a credit agreement you must pay any deposit we ask you to pay and each instalment when it is due. We have only gareed to receive the premium from your credit supplier on the condition that, if you default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, we will have the option to cancel the policy in accordance with the cancellation conditions set out above.

If we do so, provided no claim has been made or has arisen under this policy prior to cancellation, you will be entitled to a refund of premium



less a charge reflecting the cover we have provided up to the cancellation of your policy. This charge will be calculated on a proportionate basis on either the period of cover you have received, in accordance with the cancellation refund table shown in item 7 below, or the kilometres you have used whichever amount is higher.

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

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

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

#### Duty to Prevent Loss or Damage

You or any insured person must:

- maintain your car in a safe and roadworthy condition and, where required by law having regard to the age of your car, have a valid NCT certificate;
- maintain any tyres on your car within the legal tread depth requirements.
- take all reasonable steps to prevent accidents, injury, loss or damage;

- protect your car against loss or damage;
- give us reasonable access to examine your car and its documents in relation to any matter relevant to this insurance.

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

#### 9. In the event of a claim

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

- give us full details of any accident, injury, loss or damage giving rise or which may give rise to a claim under this policy, as soon as possible and at least within 24 hours of discovery of the incident occurring;
- in the event of loss or damage to your car as a result of theft or attempted theft or malicious damage, you must notify the Gardai as soon as possible and at least within 24 hours of discovery of the incident. You must send us a copy of the Garda report which must say that the loss or



- damage was the result of theft, attempted theft or malicious damage;
- take all reasonable steps to recover any lost or stolen property and notify us if such property is recovered and / or returned to you;
- forward to us every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- provide us with all the necessary information and assistance that we may require;
- not abandon any property to us;
- tell us immediately the address of where your car has been recovered to or you may be liable for any storage charges that occur.

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

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

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

We will be entitled to:

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

#### 10. 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.

#### 11. Payments Under Compulsory Insurance while travelling abroad

You must repay to us all amounts we pay for any claim under this policy which we would not have



had to pay but for the laws of any territory in which the **policy** applies. This applies to claims for **your** liability to others and all expenses **we** have to pay in connection with any such payment.

#### 12. Fraudulent or False Claims

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

#### 13. Special Conditions

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

# 14. 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**.

#### 15. Law and Jurisdiction

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

#### 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. 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 may result in your policy being cancelled or special conditions being imposed.

# 19. Driving Licence Conditions, Limits & Restrictions.

Any driver who is covered by the terms of the motor certificate must comply with any restriction, condition and limit on their driving licence. This includes conditions



and restrictions on their licence relating to the class of vehicle being driven.

Any learner permit licence holder who is covered under the terms of the motor certificate must comply with the requirement to be accompanied while driving at all times by another driver holding a full licence.

#### 20. 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).

#### 21. 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;
- 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:
- by anyone who fails to fulfil the terms and conditions of this insurance.

#### 2. Agreements Made by You

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

#### 3. Territorial Limits

We do not cover any accident, injury, loss, damage or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man other than as provided for in Section 8 - Foreign Travel.

#### 4. Deliberate Acts

We will not pay for any loss, damage, bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by you or any insured person unless required to do so under road traffic legislation.

#### 5. Defective Materials

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

#### 6. Terrorism

We will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event,



except as required by the road traffic legislation.

#### 7. War Risks

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

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;
- confiscation, nationalisation or requisition;
- the order of any government, public or local authority.

#### 8. Sonic Bangs

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

#### 9. Pollution & Contamination

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

#### Radioactive Contamination and Explosive Nuclear Assemblies

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

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

#### 11. Earthquake

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

#### 12. Riot and Civil Commotion

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



#### 13. Airside

We will not pay for any loss damage or liability while your car is parked or is being driven in any part of an airport or airfield set aside for:

- moving taking off or landing of aircraft;
- aircraft parking areas and associated roads and ground equipment parking, maintenance or refuelling areas.

# **Details of Cover**

#### Section 1 – Loss of or damage to your car

#### What is covered

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

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

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

#### What is not covered

In addition to the General Exceptions on pages 25 – 27

- Wear and tear or your car losing value after or because of repairs, or for any repairs which improve your car beyond its condition before the loss or damage happened.
- Damage to tyres caused by using the brakes or by punctures, cuts or bursts.
- 3. Loss or damage to your car resulting from theft or attempted theft where your car has been left unattended with the windows unlocked, left with the keys in, on or near your car or left with a window or the roof open while

your car was unattended.

- 4. Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown.
- Loss of use or other indirect loss of any kind such as loss of earnings or travel costs.
- **6.** The cost of parts in excess of the manufacturer's latest list price.
- Loss or damage to your car as a result of fraud or trickery of any kind including when you are offering your car for sale.
- Loss or damage due to any government, public or local authority legally taking, keeping or destroying your car.
- Loss or damage caused by moth, vermin, insects or infestation or by domestic pets.
- 10. Loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss or damage arising from your car being filled with the wrong fuel.
- 12. Loss or damage arising from the use of substandard or contaminated fuel, lubricants or parts.
- 13. Loss or damage arising from or contributed to by the driver's blood/urine alcohol level being above the legal limit as stated in the road traffic legislation or the



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

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

# Section 2 - How we deal with your Claim

#### Payment of premium

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

#### **Repairs**

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

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

- exceeding the market value of **your car**;
- replace your car with one of a similar type and in a similar condition.

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

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

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

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

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

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



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

#### **New Car Replacement**

We will replace your car with a new one of the same make, model and specification (provided it is still available), if within 12 months of the date of first registration as new and you have been the first and only registered owner (and anyone else who has an interest in your car agrees):

- your car is stolen and not recovered; or
- the cost of repair or damage covered by this policy exceeds 60% of the list price, inclusive of taxes, when your car was new.

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

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

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

• up to the market value of the

- equipment if it is permanently fitted to **your car** and part of the manufacturer's standard specification;
- up to €500 for any other equipment which is not permanently fitted to your car.

#### Courtesy Car

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

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

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

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



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

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

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

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

### Recovery of your car following an accident

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

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

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

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

### Towage and Storage.

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

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



### **Excesses that apply**

If your schedule shows that you have to pay an excess or excesses, you must pay the first part of any claim up to the total amount of all the excesses that apply.

### Replacement Locks

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

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

provided it can be established that the identity of the garaging address of **your car** is known to any persons in receipt of such keys or transmitters. The maximum amount **we** will pay for replacement locks is €500.

### Section 2 - Liability to other people

### What is covered

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

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

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

### Definition of 'insured person'

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

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

### **Legal Costs and Expenses**

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

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending you against a charge



of manslaughter or causing death by dangerous or reckless driving. If we agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that we provide will be entirely at our discretion.

### **Emergency treatment fees**

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

### What is not covered

In addition to the General Exceptions on pages 25 - 27

We will not pay for:

- Loss or damage caused by you or to your own property, or property for which you are responsible, or which is in your custody or control;
- Loss or damage to your car, any borrowed vehicle, trailer or any mechanically-propelled vehicle which cannot be driven and is attached to your car, or any property carried in or on that trailer or mechanically-propelled vehicle;
- Any amount where the insured person is entitled to claim

- payment or has cover under any other policy;
- Death or bodily injury to any person arising out of that person's employment by an insured person, except where it must be covered under the road traffic legislation;
- Any decision of a court outside of the Republic of Ireland, unless the proceedings are brought or judgement is given in a foreign court solely because your car was used in that country and we had agreed to cover it there;
- Any amount exceeding
   €30,000,000, inclusive of costs
   and expenses, in respect of loss or
   damage to property for any claim
   or series of claims arising from
   one event.

### Section 3 - Windscreen cover

### What is covered

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

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

### What is not covered

In addition to the General Exceptions on pages 25 - 27



We will not pay for:

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

### Section 4 - Personal Accident

### What is covered

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

- death;
- total and permanent loss of all sight in one or both eyes;
- total loss of one or more limbs;
- total and permanent loss of use of one or more limbs;

we will pay a lump sum of €7,500 for each person so injured or deceased following any one accident.

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

### What is not covered

In addition to the General Exceptions on pages 25 - 27

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

- where the driver of your car is convicted of reckless or dangerous driving;
- to the driver of your car at the time of the accident where, in respect of injury, he/she is later convicted for driving under the influence of drink or drugs at the time of the accident or, in respect of death, the driver is proven to have been under the influence of drink or drugs at the time of the accident;
- to any person not complying with the law relating to the use of seathelts.

### Section 5 - Personal Belongings

### What is covered

We will pay a maximum of €300 for personal belongings in your car if lost or damaged due to accident, fire, theft or attempted theft.



### What is not covered

In addition to the General Exceptions on pages 25 - 27

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

### Section 6 - Medical Expenses

### What is covered

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

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

### Section 7 - Fire Brigade Charges

#### What is covered

We will pay all charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 in respect of any event which may be the subject of indemnity under this **policy** subject to a limit of €750 in respect of any one accident.

### Section 8 - Foreign Travel

### What is covered

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

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

- any other country which is a member of the Eurpean Union;
- Switzerland, Iceland, Norway and Croatia.

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

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



Republic of Ireland. **We** will also pay the amount of customs duty **you** have to pay as a result of loss or damage covered under this **policy**.

If **you** need cover for a longer period or if **you** want to use **your car** in countries not listed above **you** must:

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

# B. Legal Liability whilst travelling outside the territorial limits

If your car is being driven or used outside the territorial limits and cover has not been arranged with us in accordance with Section A above, we will provide the minimum cover required by local law to allow an insured person to drive or use your car in:

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

### Section 9 - No Claims Bonus

### A. No Claims Bonus

If you do not make a claim within the

period of insurance the premium for your car will be reduced in accordance with our no-claims bonus scale applicable at the time.

If a claim arises during the **period of insurance**, at the renewal date **we** will reduce the renewal **premium** in line with **our** no-claims bonus scale applying at the renewal date.

If a claim arises during any **period of insurance**, **we** will reduce **your** noclaims bonus as follows:

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

If two or more claims arise in any **period of insurance**, **we** will reduce **your** no-claims bonus to zero at **your** next renewal.

**Your** no-claims bonus will not be affected by:

- Payment under Section 3 Windscreen Cover;
- Payments for emergency treatment which legislation requires us to pay;
- Payments (together with associated costs and expenses) which we later retrieve in full (although your no claims bonus may be temporarily affected if your



- renewal date arises before **we** have retrieved the payment);
- Payments for personal belongings (Section 5) and replacement locks (as set out in Section 1).

### Introductory bonus

If we have reduced your first premium using an introductory or accelerated no-claims bonus, we will remove the reduction if a claim arises during the period of insurance. We will do this when you renew the policy.

**You** cannot transfer **your** no-claims bonus to anyone else and it can only be used on one car at a time.

### B. Protected No Claim Bonus

This cover only applies if **your schedule** states that **you** have protected noclaims bonus.

In the event of a claim under any part of this **policy your** no-claims bonus will not be reduced unless **you** make more than 2 claims in any 5 consecutive periods of insurance.

If 3 or more claims occur **your** noclaims bonus will be reduced at the next renewal.

### C. Deferment Clause

If any claim is notified or arises after the calculation of the No Claim Discount and issuance of the renewal invitation, AIG reserves the right to treat any such claim as having occurred in the next **period of Insurance**.

### Section 10 - Car Sharing

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

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

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

### Section 11 - Driving Other Cars

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

 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;
- the use of the vehicle is covered in the certificate of motor insurance;
- cover is not provided by any other insurance;
- 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;
- you still have your car and it is not damaged beyond cost-effective repair; and
- the vehicle driven must be of the same size and cylinder capacity as your car or alternatively no higher than a 2000cc vehicle.

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

- Vans;
- Car-Vans;
- Jeep-type vehicles with no seats in the back; or
- Vans adapted to carry passengers.



### **Privacy Policy**

### How We Use Personal Information

AIG Europe S.A. is committed to protecting the privacy of customers, claimants, and other business contacts. "Personal Information" identifies and relates to **you** or other individuals (e.g. **your** dependants). By providing Personal Information **you** give permission for its use as described below. If **you** provide Personal Information about another individual, **you** confirm that you are authorised to provide it for use as described below.

Depending on **our** relationship with **you**, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, driving pattern information obtained from telematic devices in customer vehicles (where customers have consented to use of such devices), and other Personal Information provided by **you**. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment.
- Decision-making on provision of insurance cover and payment plan eligibility.
- Assistance and advice on medical and travel matters.

- Management and audit of our business operations.
- Prevention, detection, and investigation of crime, e.g. fraud and money laundering.
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence.
- Monitoring and recording of telephone calls for quality, training, and security purposes.
- Marketing, market research and analysis

To opt-out of marketing communications contact **us** by e-mail at: 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 including the Motor Insurance Database (MID) in respect of Northern Ireland motor policies. Personal information (including details of injuries) may be recorded on claims registers (i.e. Insurance Link, and Claims and Underwriting Exchange (CUE), and shared with other insurers.

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

http://www.insurancedatabases.co.uk.
Personal Information may be shared
with prospective purchasers and
purchasers and transferred upon a
sale of our company or transfer of
business assets.

### International Transfer

Due to the global nature of our business Personal Information may be transferred to parties located in other countries, including the United States and other countries with different data protection laws than in your country of residence.

### Security and Retention of Personal Information

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

### Requests or Questions

To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail:

dataprotectionoffice.ie@aig.com or write to Data Protection Officer, AIG Europe S.A., Ireland Branch, 30 North Wall Quay, IFSC, Dublin 1. More details about **our** use of Personal Information can be found in **our** full "Privacy Policy" at www.aig.ie or **you** may request a copy using the contact details above.



### Claims Procedure

This information does not form part of **your** contract of motor insurance. It is intended as a guide in the event that **you** need to make a claim.

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

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

### Who will deal with your claim?

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

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

### What to do after an accident?

The following actions are required by law:

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

### How do you notify us of your claim?

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

If you have been involved in an accident, or your car is damaged by fire or vandalism, you should contact us, and we will advise you how to proceed. The telephone number is shown at the front of this policy document and above.

You will be asked to do the following:

- Supply as much information as you can concerning the accident or incident. This may be by completing a Motor Accident Report Form or Motor Theft Report Form, whichever is appropriate.
- 2. Send a copy of **your** driving licence, Vehicle Registration



- Document, NCT Certificate, purchase receipts and spare keys if **your car** has been stolen.
- Send any communication you receive in connection with your claim to Claims Department, AIG Europe S.A. Ireland Branch, AIG House, 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7. You must not admit liability or deal with any correspondence yourself without our prior consent.
- Report any vandalism to the Gardai and obtain a crime report number.

Please note: Even if you are not covered for damage to your car, you must still advise us of the accident and you must confirm whether anyone else was involved in the accident who may have suffered an injury or damage to their property.

## What to do if your car is stolen (theft tracking)?

The **device** fitted to **your car** has GPS tracking functionality. If **your car** is stolen, please immediately call **our** Claims Helpline on 01 859 9700. **You** will be required to report the theft to the Gardai and obtain a Garda Incident Number, to verify a theft has taken place. **You** will also need to report the incident to **our** claims department on 01 859 9700.

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

- Telephone us on 01 8599700.
   You will need your current certificate of motor insurance and your statement of fact and/or schedule ready to confirm that you are covered for this damage.
- 2. **You** will be given advice on whether **your** windscreen can be repaired rather than replaced.
- 3. If it is not possible to repair your windscreen or if the damage is to the windows of your car, we will instead arrange for it to be replaced. You will be asked to pay the glass replacement excess shown on your schedule.

### **Important**

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

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

- This may lead to a delay in arranging the repair of your car;
- We will not be able to provide you with a courtesy car or guarantee repairs;



 An additional excess of €250 will apply (in addition to any other excess shown elsewhere in this policy booklet or on your policy schedule).

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

### **Complaints Procedure**

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for complaint **you** should contact:

The Customer Complaints Officer AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7. Phone: +353 1 208 1400

E-mail: customercomplaints.ie@aig.com

Website: www.aig.ie/complaints

We will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

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

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC, Dublin 1, D01 E7E8.
Phone: +353 1 676 1820

E-mail: feedback@insuranceireland.eu Website: http://www.insuranceireland.eu Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Phone: +353 1 567 7000

E-mail: info@fspo.ie Website: www.fspo.ie

As AIG Europe S.A. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaints procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg - Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com;
- access one of the Luxembourg mediator bodies the contact details of which are available on AIG Europe S.A.'s website: http://www.aig.lu/": or
- lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at reclamation@caa.lu or online through the CAA website: http://www.caa.lu.



All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: http://ec.europa.eu/consumers/odr/

Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.

AIG Europe S.A. is an insurance undertaking with R.C.S. Luxembourg number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg, http://www.aig.lu/. AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances 7, boulevard Joseph II, L-1840 Luxembourg, GD de Luxembourg, Tel.: (+352) 22 69 11 - 1, caa@caa.lu, http://www.caa.lu/.

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

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 is an insurance company

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

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



AIG Europe S.A. 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7.

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.