



The Policy is Underwritten by AIG Europe S.A.

### **HELPFUL NUMBERS**

### 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.

### AIG Golfer Car Insurance - Key Benefits\*

- 1. Breakdown rescue cover With Home Start\*
- 2. Free Protected No Claims Discount cover
- 3. Unlimited Windscreen Cover
- 4. Foreign Travel Cover (Up to 60 days)
- 5. Up to €500 replacement locks cover
- 6. Up to €2000 Golf Equipment cover.

\*all benefits here are a summary of cover. Please check your Policy document for full details and Terms and Conditions

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# HELPLINES FOR NEW CLAIMS NOTIFICATION

ACCIDENT HELPLINE 01 859 9700 WINDSCREEN CLAIMS 01 859 9899

### **Private Motor Policy**

#### Dear Customer

Thank you for choosing AIG Golfer Car Insurance. Please read **your** policy document carefully. **You** should find everything **you** need to know about **your** car insurance cover here.

#### Our Contract with You

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

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

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

Your cover is effective in the Republic of Ireland, the United Kingdom and abroad as specified in Section 4

Irish law will apply unless **you** and **we** have agreed otherwise.

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

Aidan Connaughton

General Manager, AIG 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 Statement of Fact honestly and with reasonable care. This includes the answers and/or information to any prior proposal form or **Statement of Fact** supplied to **Us** which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in Your proposal form (including provided at renewal or mid-term adjustment) or Statement of Fact the most recent answers and information supplied in the **Statement of Fact** will prevail.

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

The answers you provide are the basis upon which your contract of insurance 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 working days from the start date of the policy to write to Us at the address shown at the bottom of **Your** cover confirmation letter if **You** want to cancel **Your** Car Insurance Policy. This is known as a cooling-off period.

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



### **Definitions**

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

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

#### Alteration of Risk

You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided in your Statement of Fact are inaccurate or have changed, or if there have been any material changes in your circumstances after the policy has started (this includes any changes in circumstances which alter the subject matter of this policy). If you fail to notify us of any material changes which alter the subject matter of the **policy**, **your** whole **policy** or a section of it may be cancelled from the date of the material change and any claims declined.

Please tell **us** if anything changes during the **period of insurance** so **we** can ensure **you** are appropriately covered. Cover for any material change in risk will only apply after it has been advised to **us** and if **we** have agreed to cover it. **We** will then let **you** know of any change in **your** premium or **policy** terms.

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

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

Certificate of The document you must have as proof that you have the motor insurance to comply with the Motor Insurance law.

#### Statement of Fact

A precise record of the answers and/or information You provided to each of the specific questions asked by You at the pre-contractual stage of this contract of insurance, This includes the answers and/or information to any prior proposal form or Statement of Fact supplied to You which was previously completed and provided by You (including provided at renewal or mid-term adjustment). You must answer all of the questions on the Statement of Fact/Signed Proposal Form honestly and with reasonable care, failure to do so may be regarded as a Misrepresentation.

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

Excess(es) The amount you will have to pay towards a claim.
Insurer AIG Europe S.A.



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

#### Misrepresentation

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

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

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

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

Terrorism Terrorism is any act including, but not limited to, the preparation of, use of the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, whish appears to be intended to or from its nature and

context is done in connection with political, religious, ideological or similar purpose, including the intention or coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy.

Any act deemed by the government to be an act of **terrorism**.

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

We, us, our AIG Europe S.A.

#### Windscreen

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

You, your The person named as the policyholder on the certificate of motor insurance and the schedule.

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



# **Details of Policy Cover**

Comprehensive

All sections apply

# Section 1 - Loss Or Damage To Your Car

#### We cover

#### Section A - Accidental Damage

Loss or damage to **your car**. This includes **accessories** and spare parts whether on or in **your car** or in **your** private garage, but only if lost or damaged at the same time.

#### **Basis of Claims Settlement**

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

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

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

If, to **our** knowledge, **your car** belongs to somebody else or is the subject of a hire purchase or leasing

#### Section B - Fire & Theft

Loss or damage to **your car** if it is damaged by fire, lightning, theft or attempted theft.

agreement **we** will make any payment to the legal owner.

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

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

#### **New Car Replacement**

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



- 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 and the recorded mileage on **your** car has not exceeded 12,000 miles or 18,000 kilometres.

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

#### Towage and Storage

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

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

#### Replacement Locks

If the car keys or lock transmitter of your car are lost or 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.



### Section 1 - Loss Or Damage To Your Car

#### We Do Not Cover

#### Section A

Also please see General Exceptions on pages 23 – 24

- The excess as per your schedule.
- Damage to tyres caused by braking or by punctures cuts or bursts
- Loss or damage where the windows are left open or the doors left unlocked
- Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown
- Loss of use or consequential loss of any kind
- Any reduction in the market value of your car following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves your car beyond its condition before the loss or damage occurred
- The cost of parts in **excess** of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Loss or damage as a result of confiscation or detention by Customs or other officials, any government public or local authority
- Loss or damage caused by moth, vermin, insects or infestation or by domestic pets
- Loss or damage arising from **your car** being filled with the wrong fuel
- Loss or damage arising from the use of substandard or contaminated fuel, lubricants or parts.
- Loss or damage arising out of an accident where the driver was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
- Any gradually operating cause
- 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.
- Loss of or damage to **your** car if it is taken or driven without **your** permission by a member of your family, a member of your household, an employee or ex-employee, unless they are prosecuted for taking your car without **your** permission and **you** fully assist with the prosecuting authorities.



- Loss or damage should it be proven to our satisfaction that you or any person who was driving was using a mobile telephone or other handheld communications device in contravention of section 3 of the Road Traffic Act 2006
- The cost of parts or the cost of importing parts or accessories for your Car from outside the EU. For all imported Cars, we will only pay the costs of parts available for similar standard European model which is readily available in the European market.

#### Section B

Also please see General Exceptions on pages 23-24

- The excess as per your schedule.
- Loss or damage as a result of theft or attempted theft if the keys (or keyless entry system) have been left unsecured or in or on **your car** whilst unattended
- Loss or damage where the windows are left open or the doors left unlocked
- Loss of use or consequential loss of any kind
- Any reduction in the **market value** of **your car** following repair
- Wear and tear or depreciation
- That part of the cost of any repair or replacement which improves **your car** beyond its condition before the loss or damage occurred
- The cost of parts in **excess** of the manufacturer's last list price
- Loss or damage to **your car** as a result of fraud or trickery of any kind
- Cassette tapes and compact discs
- Any gradually operating cause
- 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.
- Loss of or damage to your car if it is taken or driven without your permission by a member of your family, a member of your household, an employee or exemployee, unless they are prosecuted for taking your car without your permission and you fully assist with the prosecuting authorities.
- Loss or damage should it be proven to **our** satisfaction that **you** or any person who was driving was using a mobile telephone or other handheld communications device in contravention of section 3 of the Road Traffic Act 2006
- The cost of parts or the cost of importing parts or accessories for your Car from outside the EU. For all imported Cars, we will only pay the costs of parts available for similar standard European model which is readily available in the European market.



# Section 2 - Liability To Others

#### We Cover

#### Section A. Legal Liability to Others

We will pay the amount of damages, claimant's costs and expenses and any other costs agreed between us in writing arising from:

- death or bodily injury to any person;
- accidental damage to the property of any person; for which the insured person is liable at law resulting from an accident during the period of insurance involving your car.

#### Section B. Legal Costs and **Expenses**

We will pay the following costs and expenses arising from an accident occurring during the period of insurance, as agreed in writing, which may result in a claim under this insurance:

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending a charge of manslaughter or reckless driving causing death

#### Section 2 - Sections A & B - We do not cover the following:

- Loss or damage caused by an insured person to their own property, or property for which they are responsible, or which is in their custody or control.
- Loss or damage to **your car** or any borrowed vehicle.
- Death or bodily injury to any person arising out of that person's employment by an insured person.
- Anv 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.
- anv 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.
- Loss or damage arising from your car being taken or driven by a person who is not an insured driver but is a member of the policyholder's family or household, or being taken or driven by an employee or exemployee.

Also please see General Exceptions on pages 23 - 24



### Section 3 - Additional Covers

#### A. Windscreen Cover (if this cover is shown in your schedule)

#### A. 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 claim discount will not be affected.

#### B. What is not covered (Please also see General Policy Exceptions)

- Any glass replacement excess shown in your schedule
- Loss of or damage caused deliberately by you
- Loss of use of **your** car while it is in for windscreen repairs
- Loss or damage to sunroofs and panoramic glass roof/sunroof areas
- Cost of importing windscreen parts or accessories or storage costs associated with delays. For all imported cars, we will only pay the costs of windscreen parts or accessories available for similar standard European models which are readily available in the European market.
- Any amount over €225 if the repair or replacement is not carried out by our approved glass replacement company.

#### **B. Personal Accident**

#### B. We Cover

If you or your spouse are accidentally injured as a result of an accident

occurring during the period of insurance:

- while getting into, out of, or travelling in any car 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 eves:
- 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 €15,000 for each person following any one accident.

If you or your spouse have any other motor insurance with us, the maximum payment we will make is limited to €7500.

#### B. We do not cover - Also please see General Exceptions on pages 23 - 24

- Injuries arising if:
  - the injured person is over the age of 75 years;
  - the injury is as a result of intentional injury, suicide or attempted suicide;
  - the driver of the car arising out of an accident was convicted, or has a prosecution pending, under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body
  - following a post mortem examination found to have a higher level of alcohol, or drugs in



his/her body than is prescribed in the Road Traffic leaislation of the territory where the accident occurred

- the injury is caused by earthquake;
- the injury is caused by riot or civil commotion, other than in the Republic of Ireland.

#### C. Personal Belongings

#### C. We Cover

We will pay for accidental loss or damage to personal belongings occurring during the period of insurance while in or on your car. This includes the contents of a handbag.

The maximum amount we will pay is €400 in respect of any claim or claims arising from one occurrence.

#### C. We do not cover - Also please see General Exceptions on pages 23 - 24

- mobile telephones
- compact discs or cassettes
- Money, stamps, tickets, documents and securities.
- Personal belongings in an open top or convertible car unless in a locked boot or locked glove compartment.
- Goods, samples or equipment carried in connection with any trade or business.
- Personal belongings insured under any other policy of insurance.
- Any consequential loss of any kind

- The theft or attempted theft of personal belongings, if you car has been left unlocked, left with the kevs in it or left with a window or roof open

#### D. Medical Expenses

#### We cover

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

The maximum amount **we** will pay is €200 for each person injured

#### E. Fire Brigade Charges

#### We Cover

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

#### F. DriverPlus

#### We Cover

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



### Section 4 – Foreign Travel

#### We Cover

A. Damage to Your Car Whilst Travelling Outside the Republic of Ireland or the United Kingdom

This **policy** operates throughout the Republic of Ireland and the United Kingdom including travel by sea between ports in the Republic Of Ireland. The cover under your policy is automatically extended when your car is being driven or used in any of the following countries for a maximum 60 consecutive days in any one period of insurance:

- any other country which is a member of the European 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.

If your car will be driven in any of the above countries for a period exceeding 45 days in any one period of insurance, cover will only be extended if you notify us in advance of your car leaving the Republic of Ireland.

B. Legal Liability Whilst Travelling Outside the Republic of Ireland or the United Kingdom

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

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



### Section 5 – No Claim Discount

#### A. No Claim Discount

If **you** do not make a claim within the period of insurance the premium for **vour car** will be reduced in accordance with our No Claims Discount scale applicable at the time.

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

If a claim arises during any period of insurance, we will reduce vour no claims 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 discount will not be affected by

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

Payments for personal belongings and replacement locks

#### Introductory bonus

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

You cannot transfer your no claim discount to anyone else and it can only be used on one vehicle at a time.

#### B. Protected No Claim Discount

This cover only applies if **your** schedule states that you have Protected No Claim discount.

In the event of a claim under any part of this Private Motor Policy your no claim discount will not be reduced unless **vou** make more than 2 claims in any 5 consecutive periods of insurance

If 3 or more claims occur **your** No Claim Discount will be reduced at the next renewal.

#### 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 6 – Car Sharing

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

a) your car is not constructed or adapted to carry more than 7 passengers, other than the driver;

- b) the passengers are not being carried in the course of a business of carrying passengers:
- c) the total contributions received for the journey concerned do not involve an element of profit.

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

# Section 7 – Driving Other Cars

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

- 1. the vehicle is not owned by your employer or hired to them under a hire-purchase or lease agreement
- 2. you currently hold a Full European Union (EU) Licence
- 3. the use of the vehicle is covered in the Certificate of Insurance
- 4. cover is not provided by any other insurance
- 5. you are not connected in any way with the Motor or Licence Trade
- 6. you have the owners permission to

- drive the vehicle
- 7. the vehicle is in a roadworthy condition; and
- 8. you still have your vehicle and it is not damaged beyond cost-effective repair
- 9. The vehicle driven must be of the same size and cylinder capacity as the insured vehicle or alternatively no higher than a 2000cc vehicle

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

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



# Section 8 – Breakdown Assistance and Home-Start

We will pay for the following kinds of breakdown. Mechanical breakdown, fire, theft or attempted theft, malicious damage, punctures that need help to fix or to replace a tyre, lost keys, stolen keys and keys broken in the lock or locked in the car.

Cover applies in the 32 counties of Ireland, and in England, Scotland and Wales. However, **we** do not cover the benefits 'Finishing the journey' or 'Theft of **your** car' while **your** car is in England, Scotland or Wales (apart from as set out below).

The following benefits are available.

# 1. Roadside and driveway assistance

We will send a Recovery Agent to help you at the scene. If your vehicle can be repaired immediately, we will provide up to one hour free labour in situ. The driver must be with the vehicle when the Recovery Agent is tasked, if they are absent any subsequent assistance will be at your own cost.

#### 2. Towing

**We** will cover the cost of towing the car to:

- the nearest competent repairer; or
- recovery yard or your Home; whichever is closer.

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

(Cover only applies when you are

more than 30 kilometres from **your** home.) If repairs cannot be carried out at the scene, **we** will pay for:

- reasonable public transport costs for you and your passengers to your intended destination; or
- a replacement car for up to 48 hours and reasonable public transport costs to transport you back to collect your car when repaired; or
- bed-and-breakfast accommodation while you and your passengers are waiting for repairs to be finished (up to €150 in total).

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

If the Recovery Agent is not able to carry out repairs at the scene of the breakdown, we will provide a replacement car for up to 48 hours. The most we will pay for this is £100 stg. If your car cannot be repaired before your departure date, we will pay for your car to be towed to the port in England, Scotland or Wales you are leaving from. The most we will pay for this is £250 stg.

#### 4. Theft of your car

If **your** car has been stolen and not recovered within 24 hours, **we** will provide a replacement car:

- for up to five calendar days; or
- until your car is recovered; whichever is sooner.



This cover only applies in the 32 counties of Ireland. You must also report the theft to **us** and the Gardaí immediately.

#### Messages

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

#### **Exclusions to Section 8**

We will not pay for the following.

- 1. Any liability or loss arising from any act carried out in providing the assistance service.
- 2. Expenses you can claim from any other source.
- 3. Any claim arising where the car is carrying more passengers or towing a greater weight than it was designed for, or arising directly from unreasonable driving on an unsuitable surface.
- 4. Any accident or breakdown resulting from a deliberate act.
- 5. The costs of repairing the car, other than as described in the benefits section.
- 6. The costs of any parts, keys, lubricants, fluids or fuel needed to be able to drive the car again.
- 7. Any claim caused by fuels, oils or other flammable materials, explosives or toxins transported in the car.
- 8. The benefits are subject to a maximum of three assists per annum. We will not be responsible where we are asked to provide the service for a fault that was dealt

- with in the preceding 28 days, excluding punctures.
- 9. Assistance will not be provided if the vehicle is immobile due to snow, ice or ingress of water.

Limit of responsibility We will not be responsible to you if we are not able to provide the services set out in this section.

The commercial conditions for hiring a replacement car apply. These conditions include, but are not limited to, the following:

- The driver must provide a full driving licence, which must be free of endorsements.
- The driver must provide a cash or credit card deposit.
- The car must be returned to the pick-up point.

We will not be responsible to you if we fail to meet any of our responsibilities as a result of:

- government control, restrictions or prohibitions;
- any other act or failure to act of any public authority (including government), whether local, national or international:
- the fault of any supplier, agent or other person;
- labour disputes or difficulties; or
- anv other event beyond our reasonable control.



# Section 9 - Golf Equipment

Provided the insured is a fully paid member of the Golfing Union of Ireland at the time of loss or damage.

We will indemnify the insured in respect of loss or damage to golf equipment, which occurs while the golf equipment is in the locked boot of the insured vehicle.

- The **insurers** liability in respect of such loss or damage (not involving other damage to the insured vehicle) shall not exceed the market value of the golf equipment immediately prior to the loss or damage, or €2000, whichever is the lesser.
- Any claims in respect of such loss or damage shall not affect the no claims discount and any excess stated in the schedule shall not apply to this cover.



### **General Conditions**

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

#### General

We will provide the cover described in this insurance if:

- a) any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions of the policy
- b) your car is being used or driven in accordance with the terms of the Certificate of Insurance
- Your Duty to Prevent Loss or Damage
  - a) You must maintain your car in a safe and roadworthy condition and take all reasonable steps to safeguard against any loss, damage or bodily injury. Your car must be covered by a valid (NCT) certificate if one is required by law.

In the absence of a valid NCT certificate all cover under **Section 1** is excluded

b) You Must maintain all tyres on your car within the legal tread depth requirements. If any of your tyres are below the minimum legal tread depth all cover under Section 1 is excluded.

#### Your Duty

You must not act in a fraudulent way. The information supplied by You or on Your behalf is the basis of Your contract of Insurance with us. You must ensure that this information is true and accurate, and has been provided by You honestly and with reasonable care. You must answer all questions on the Statement of **Fact** honestly and with reasonable care. This includes the answers and/or information to any prior proposal form (including provided at renewal or mid-term adjustment) or Statement of Fact supplied to **Us** which was previously completed and provided by You. In the event of any inconsistency in Your responses to, or information supplied in any proposal forms or the Statement of Fact and the Statement of Fact the most recent answers and information supplied in the Statement of Fact will prevail.

Failure by **You** to answer all questions honestly and with reasonable care may result in this **Policy** being cancelled or **We** may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of **Your**Contract of Insurance, as detailed

under the Impact of Misrepresentation condition. **You** must either immediately or as soon as reasonably possible inform **Us** if any of the answers or information given in the completed Statement of Fact is inaccurate or has changed. Information which alters the subject matter of your contract of insurance is any fact that AIG Europe S.A. (AIG) would regard as likely to affect the acceptance or assessment of the risk. It is recommended that you keep a record (including copies of letters) of all information supplied for the purpose of this insurance. Should we take any of these actions against you, you will be obliged to disclose them on any future request for cover or quotation with **Us** or any other **insurer**. These are considered as the application of Terms and this enforced action by us, may affect your ability to get insurance cover in the future. In addition, by agreeing to the answers and/or information produced in the Statement of Fact you represent to us that in respect of any information of any person which you provide to us, you have the authority of that person to disclose such information to us and for all the purposes set out in this **Policy** and to give the consents set out above on behalf of each such person.

We reserve the right to reassess cover and premium following notification of any Important Information.

If any claim under this **Policy** (other than under Section 2 – Liability to 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**.

- Special Conditions
   Any Special Conditions shown in your schedule apply to all sections of this policy unless specifically stated otherwise.
- 5. Cover When in the Hands of the Motor Trade Your car (or any borrowed vehicle where allowed by your Certificate of Motor Insurance) must only be driven or used as permitted by your Certificate of Motor Insurance. Regardless of this, when your car is in the hands of a member of the motor trade for servicing or repair, this insurance continues to operate to protect you.

#### 6. Kilometres

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

- Driving Licence Conditions, Limits & Restrictions.
  - Any driver who is covered by the terms of the motor certificate must adhere to any restriction and/or conditions on their driving licence. This includes conditions on the licence relating to the class of vehicle being driven.
  - Any learner permit licence holder who is covered under the terms of the motor certificate must adhere to the requirement to be accompanied while driving at all times by another driver holding a Full Irish, UK or EU licence.
- 8. Payments Under Compulsory Insurance If we are required to make a payment solely because of the compulsory insurance law of a country to which your policy

- applies, **you** must repay this amount to **us**.
- Your Duty in the Event of a Claim In the event of a claim you must:
  - a) notify us as soon as reasonably possible with full details of any incident, which may result in a claim and;
  - b) notify the Gardai as soon as you are aware of any insured property that has been lost or stolen;
  - c) take all reasonable steps to recover any lost or stolen property and notify us if such property is recovered and / or returned to you;
  - d) forward to us every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
  - e) provide us with all the necessary information and assistance that we may require;
  - f) not admit liability or make an offer of payment without our written consent;
  - g) not abandon any property to us;
  - h) provide all reasonable evidence to support **your** claim.



- 10. Our Rights in the Event of a Claim You must recognise our right to:
  - a) take over and deal with the defence or settlement of any claim in your name;
  - take proceedings in your name, but at our expense, to recover for our benefit the amount of any payment made under this policy;
  - exercise full discretion over the conduct of any proceedings and in the settlement of any claim.
  - d) we will withhold any claims settlement payments until all balances on your policy have been settled in full.
- 11. Fraudulent or False Claims
  If any claim or part of a claim is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involve the submission of forged or falsified documents, then this policy shall become void and any claim under it will be forfeited. If we have already made any payment this must be repaid to us.
- 12. Law and Jurisdiction This policy is subject to Irish Law and and the Irish courts shall have exclusive jurisdiction in respect of all disputes.
- 13. Cancellation
  - a) If you find that this policy

- does not meet **your** needs, return the documents to **us** within 14 days of receipt.
- b) You may cancel this policy at any time and all cover will immediately cease from that date. You must immediately return the Certificate of Motor Insurance to us.

  Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this policy prior to such cancellation during the current period of insurance.
- c) We may cancel this policy by giving you 10 consecutive days written notice to your last known address. All cover will cease from that date. You must immediately return the certificate of motor insurance to us. Any premium refund will be calculated on a pro-rata basis provided no claim has been made or has arisen under this **policy** prior to such cancellation during the current period of insurance.
- e) In the event of a total loss claim under this policy, all remaining premiums for the period of this policy will immediately become due. We reserve the right to deduct this amount from the claims settlement.

- 14. Other Insurance
  If at the time of any incident which
  results in a claim under this policy
  there is any other insurance
  covering the same loss, damage
  or liability, we will only pay our
  rateable share.
- 15. Payment by Instalments If you pay your premium by instalments under a credit agreement you must pay each instalment when it is due. We have only agreed to receive the premium from **your** credit supplier on the condition that, if you default in payment of any of the instalments due to the credit supplier, and fail to comply with the resulting statutory notice, we will have the option to cancel the **policy** in accordance with the cancellation condition set out above. If we do so, the sum due from **you** will be recalculated prorata based on the actual duration of cover. You must pay any balance outstanding. If there has been any overpayment by you, this will then be refunded.
- 16. Insurance Act 1936
  All monies which become or may become due and payable by us under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland

- 17. Finance Act 1990

  The appropriate Stamp Duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.
- 18. Temporary Replacement vehicle
  If the insured vehicle is out of use
  as a result of a claim for loss or
  damage insured under this policy
  we will cover you for any hiring
  charges you have to pay in
  getting a temporary replacement
  car from our recognised list of
  current approved repairers.
  Under this endorsement we will
  not pay more than €200 for any
  one event. This will not apply
  where the only damage is broken
  glass in the windscreen or
  windows of the insured vehicle
- 19. Proof of Documentation We have the right to request at any time proof of documents (NCT, residency, licence etc) to support the Statement of Fact. Failure to produce these could result in your policy being cancelled or special conditions imposed
- 20. Alteration of Risk You must contact us immediately or as soon as reasonably possible, if any of the answers or information provided in your Statement of Fact

are inaccurate or have changed, or if there have been any material changes in your circumstances after the policy has started (this includes any changes in circumstances which alter the subject matter of this policy). If you fail to notify us of any material changes which alter the subject matter of the policy, your whole policy or a section of it may be cancelled from the date of the material change and any claims declined.

or regulations of the European Union or the United States of America.

Please tell **us** if anything changes during the **period of insurance** so **we** can ensure **you** are appropriately covered. Cover for any material change in risk will only apply after it has been advised to **us** and if **we** have agreed to cover it. **We** will then let **you** know of any change in **your** premium or **policy** terms.

#### 20. Sanctions

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



### **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.
  - by any person other than those specified in the Certificate of Motor Insurance
  - anyone who fails to fulfil the terms and conditions of this insurance
- 2. Agreements Made by You We will not pay for any loss, damage, bodily injury, illness or disease that arises as a result of any written or verbal agreement entered into by any insured person unless the liability for such loss, damage, bodily injury, illness or disease would have applied had the agreement not existed.

- 3. Territorial Limits
  - We do not cover any accident, injury, loss, damage or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man other than as provided for in Section 4 - "Foreign Travel."
- 4 Deliberate Acts We will not pay for any loss, damage bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by **you** or an insured person.
- 5. Defective Materials We will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials.
- 6. Terrorism
  - We will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event, except as required by the Road Traffic Acts.
- 7. War Risks We will not pay for any expense, consequential loss, legal liability

or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

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

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

- Pollution & Contamination
   We will not pay for any loss or
   damage directly or indirectly
   caused by pollution and / or
   contamination.
- 10. Radioactive Contamination and Explosive Nuclear Assemblies We will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:
  - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;

the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 11. Earthquake

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

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

### 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** partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy **Policy** and obtain their permission (where possible) for sharing of their Personal Information with us.

#### The types of Personal Information we may collect and why -

Depending on our relationship with you, Personal Information collected may include: contact information. financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of

- insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

#### Opt-Out

To opt-out of any marketing communications that we may send you, contact us by e-mail at: postmaster.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If you opt-out we may still send you other important service and administration communications relating to the services.

#### Sharing of Personal Information -

For the above purposes Personal Information may be shared with **our** group companies and third parties (such as brokers and other insurance distribution parties, insurers and



reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate **your** claims history or that of any other person or property likely to be involved in the **policy** or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law.

Further information about international transfers is set out in **our** Privacy Policy (see below).

#### Security of Personal Information –

Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with **our** use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of **your** Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about **your** rights and how you may exercise them is set out in full in our Privacy Policy (see



below).

Privacy Policy - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: https://www.aig.ie/privacy-policy or you may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: dataprotectionofficer.ie@aig.com.



### ADVICE ON HOW TO MAKE A CLAIM

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.

# 24 Hour Claims Helpline 01 859 9700 Claims E-mail address: claims.ie@aig.com

# WHAT TO DO AFTER AN

The following actions are required by law: -

- a) You must stop it is a serious offence not to do so.
- b) You must give Your name and address to anyone involved in the Incident, together with details of Your car and the insurer.
- c) If You are unable to notify the police at the scene of the accident, you must report it to them as soon as possible, and in any case within 24 hours.
- d) You must show Your Certificate of Motor Insurance to the garda if they need to see it.

# How do You notify us of Your claim?

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 has been stolen or is damaged by Fire, You should contact the AIG Express Claims Team who 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:-

- a) Supply as much information as You can concerning the Incident. This may be
  - completing a Motor
     Accident Report Form or
     Motor Theft Report Form,
     whichever is appropriate; or
  - telephoning the AIG Express Claims Team directly who will then take any action necessary to deal with Your claim.
- b) Send a copy of Your driving licence, VLC (Vehicle Licence Certificate), NCT Certificate & purchase receipts, spare keys if Your Car has been stolen.
- c) Send any communication You receive in connection with Your claim to AIG Express Claims Team, 30 North Wall Quay, IFSC, Dublin 1. You must not admit liability or deal with any correspondence Yourself.



d) Report any vandalism or theft to the police 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 incident and You must confirm whether anyone else was involved in the incident who may have suffered an injury or damage to their property.

- If the windscreen or windows of Your Car are damaged, You should
  - a) telephone Us on the number shown below. You will need Your current Certificate of Motor Insurance and Statement of Fact Form and/or Schedule ready to confirm that You are covered for this damage.

#### Windscreen Helpline 01 859 9899

- b) You will be given advice on whether Your windscreen can be repaired rather than replaced. If it is possible to have your windscreen repaired, You will not have to pay Excess.
- 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 Excess shown in Your Statement of Fact and/or Schedule for the replacement of the windscreen or body glass.



### **Complaints Procedures**

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 F-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:

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.aia.lu/": or
- lodge a request for an "out of court resolution" process with the Luxemboura Commissariat Aux Assurances (CAA) by writing to CAA, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg 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.ciaj.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, ca@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. Contact details of the Central Bank of Ireland are P.O. Box 559, North Wall Quay, Dublin 1, D01 F7X3. Telephone: 0818 681 681. E-mail: enquiries@centralbank.ie. Web: http://www.centralbank.ie.

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.