



# PRIVATE MOTOR POLICY DOCUMENT





We will insure you for the risks shown if you pay or agree to pay the premium shown in the schedule. This will cover events in the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man or the Channel Islands during the period of insurance shown in the schedule or during any period we may accept your premium.

### ***Section 1 - Loss or damage***

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

### ***Exceptions***

We will not pay claims for the following.

- 1 For loss of use, loss in value, wear and tear, mechanical or electrical breakdown, failures or breakages.
- 2 Damage to tyres caused by using the brakes or by road punctures, cuts or bursts.
- 3 Loss or damage arising during an earthquake, riot or civil commotion (unless you can prove the damage was not caused by these events).
- 4 Loss or damage caused by pressure waves caused by aircraft and other flying objects travelling at above the speed of sound.
- 5 Loss or damage arising from or contributed to by the driver's blood/urine alcohol level being above the legal limit as stated in the Road Traffic Acts or the driver being under the influence of drugs (unless such drug has been prescribed by a Registered Medical Practitioner but not for the treatment of drug addiction) whilst in charge of the vehicle.
- 6 Loss or damage due to theft or attempted theft if the keys or locking device of the vehicle are left in, on or near the vehicle while the vehicle is unattended.

We may repair, reinstate or replace the vehicle or any part of it or may pay in cash to cover the amount of the loss or damage. The most we will pay for any claim for loss or damage is the market value of the vehicle immediately before the loss or damage happened. However, this must not be more than your estimate of value you have given to us. If we know that the vehicle is covered by a hire-purchase agreement, we will pay the owner and have no further liability for the loss or damage.

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

If the vehicle cannot be driven because of the loss or damage, we will pay the reasonable cost of protecting it and removing it to the nearest repairers. We will also pay the reasonable cost of delivering the vehicle back to you after repairing any loss or damage insured under the policy. We will not pay more than the reasonable cost of transport to your address in Ireland.

You may authorise repairs for the vehicle caused by damage covered by this policy as long as the estimated cost of the repairs is below €400 and you have given us a detailed estimate of the cost.

## ***Section 2 - Liability to others***

We will cover you against all amounts you or your personal representative legally have to pay to any person (apart from the people defined in the policy) as damages or costs due to injuring any person or property with any vehicle referred to in the 'Description of vehicles'. We will pay all costs and expenses you pay or agree to pay with our written permission.

We will pay the solicitor's fee for representing you at any coroner's inquest for any death which we may provide cover for under this section or for defending any court proceedings for any act causing any event which we may cover under this section.

### ***People we will not cover***

We will not cover:

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

### ***Manslaughter***

If you ask, we will also pay your legal defence costs, up to €1500, for manslaughter proceedings or dangerous driving charges under sub-section (2)(a) of Section 53 of the Road Traffic Act 1961 if the proceedings relate to any event which we may cover under this section. We will have no further liability to you for this if we pay you these defence costs (less our expenses up to the date of the payment).

### ***Exceptions***

The cover granted for manslaughter claims will not apply to:

- a any person who is under 21 or over 70 years of age at the time of the event; or
- b the driver if it is due to an event the driver has been convicted (or is being prosecuted) for under any Road Traffic Act laws relating to alcohol or drugs.

### ***If you drive other vehicles***

In terms of the limits of cover provided by this section in connection with any vehicle referred to in the 'Description of vehicles', we will cover you for any event while driving a motor car (or motorcycle) you do not own or have hired under a hire-purchase agreement. However, we will not pay a claim for any injury to any person carried on the motorcycle unless they are in a sidecar.

### ***Driving an insured vehicle***

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

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

### ***Fire-brigade charges***

We may pay the charges a fire authority make under the Fire Services Act 1981 for putting out a fire in your vehicle if the fire gives rise to a valid claim under the policy, or for removing the driver or passengers from the vehicle using cutting equipment. The most we will pay for any one claim is €1500.

### ***Section 3 – If you are injured***

If you are injured while getting into or out of (or travelling in) any private motor car you do not own, we will pay you or your personal representative the compensation shown below. The injury must be caused by a violent accident which can be seen, and within three calendar months of the accident, result in the following.

- 1 Death - €1,500
  - 2 Total and permanent loss of sight of both eyes - €750
  - 3 Total loss at or above the wrist or ankle of both hands or both feet or of one hand together with one foot - €750
  - 4 Total loss at or above the wrist or ankle of one hand or one foot together with the total and permanent loss of sight of one eye - €375
  - 5 Total and permanent loss of sight of one eye - €375
  - 6 Total loss at or above the wrist or ankle of one hand or one foot - €375
- However, the following will apply.
- a We will not be liable under this section for bodily injury as a result of suicide or attempted suicide.
  - b We will pay under only section 1 to 6 for any one event. We will not pay more than €1,500 during any one period of insurance. If you have any policy or policies with us for any other motor vehicle or motor vehicles, you can only claim compensation under one policy.
  - c The condition under the heading 'Description of drivers' which applies to any vehicle referred to in the 'Description of vehicles' will apply in a similar way with any private motor car you do not own and have not hired under a hire-purchase agreement.

### ***Section 4 – Medical expenses***

If you or your driver or any person in any vehicle referred to in the 'Description of vehicles' is injured by a violent accident which can be seen, we will pay you the medical expenses in connection with the injury (up to €65 for up to 10 days) for each person injured.

### ***Section 5 – Use in Great Britain and Northern Ireland***

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

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

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

If you make a payment for emergency treatment under this clause, it is not a claim under this policy for the purposes of the no-claims discount section on page 4.

### ***Section 6 – Use abroad***

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

## **Section 7 – No-claims discount**

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

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

### **Step-back clause**

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

- If we gave you a 55% discount when you last renewed - 30% when you next renew
- If we gave you a 50% discount when you last renewed - 30% when you next renew
- If we gave you a 40% discount when you last renewed - 20% when you next renew
- If we gave you a 30% discount when you last renewed - 10% when you next renew

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

If more than one motor vehicle is insured under this policy, we will apply the no-claim discount as if you have a separate policy for each vehicle.

## **Section 8 – General exceptions to the policy**

We will not be legally responsible for the following.

- We will not cover any liability you have under a special contract unless you would have had the same liability if the contract did not exist.
  - We will not cover any loss, damage, liability or injury arising out of any event which happens:
    - while any vehicle referred to in the 'Description of vehicles' is being driven by (or for the purpose of being driven by) any person other than a driver referred to in the 'Description of drivers'; or
    - while any vehicle referred to in the 'Description of vehicles' is being used other than in the 'limits on use' shown in this policy.
- Unless we need to meet the requirements of the RoadTraffic Acts and as long as we do not say differently anywhere in this insurance policy or in any endorsement, we will not cover liability, loss, damage, costs or expense caused by, resulting from or in connection with any of the following.
  - Loss, destruction or damage to any property or any loss or expense resulting or arising from any consequential loss.
    - Any legal liability caused by, contributed to by or arising from:
      - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
      - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear component or any part of it.
  - War, riot, revolution or any similar event.
    - Any act of terrorism. (An act of terrorism means an act, including using force or violence or the threat or force of violence, influencing any government or putting the public, or any section of the public, in fear. The act may be committed by one person or a group of people for political, religious or other reasons.)
    - Any action taken to control or prevent terrorism.
    - If we decide not to pay a claim as a result of b1, b2 or b3, you are responsible for proving the claim is valid. If we cannot enforce any part of this exception it will not affect the rest.
  - We will not cover loss of, alteration of or damage to any computer system, hardware, programme, software, information store, microchip, integrated circuit or similar device in equipment that results from transferring a computer programme that contains anything causing damage such as a computer virus.
  - We will not cover damage to any weighbridge or to any road or to anything in or below the surface of the road as a result of the weight of or vibration caused by any vehicle referred to in the 'Description of vehicles'.

### **Section 9 – Conditions**

- 1 You should read this policy and schedule together. We have defined certain words and expressions. They will have the same meaning wherever they appear.
- 2 You must give notice in writing to the head office or any branch office as soon as possible after any event you may need to claim for under this policy. Please give full details, or if you were not present, give as many details as you can within 48 hours after the event. You must send us every letter, claim, writ, summons and so on as soon as you receive them. You must give notice in writing as soon as you know about any possible prosecution or inquest in connection with any event.
- 3 You must not admit responsibility or offer or promise payment without our written permission. If necessary we can take over and carry out in your name the defence or settlement of any claim, or prosecute in your name, for your own benefit, any claim. We can decide how to carry out any proceedings or settle any claim and you must give us all the information and help we may need.
- 4 If, at any time, any claim arises under this policy and you have any other insurance covering the same loss, damage or liability, we will not have to pay or contribute more than our share of any loss, damage, costs or expenses. Nothing in this condition will place any liability on us which would not have applied under (a) "Driving an insured vehicle" above but for this condition.
- 5 You must take all reasonable steps to protect from loss or damage, and keep in efficient condition, any vehicle in the 'Description of vehicles'. You must give us access to examine the vehicle at all times.
- 6 If you and we disagree about a claim under this policy we will refer the decision to an arbitrator we and you choose in writing. If we and you cannot agree on an arbitrator, we can appoint one each. If the arbitrators do not agree, an umpire will decide (chosen by the arbitrators before beginning proceedings). The umpire will sit with the arbitrators during their meetings. They must make a decision before you can take any further action against the company. If we refuse to pay a claim and you do not refer the matter to arbitration as shown above within 12 calendar months, we will assume you have abandoned the claim.
- 7 You must keep to the conditions of this policy or any endorsement or we will refuse to make any payments under this policy.
- 8 You must repay 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 payment.
- 9 We may cancel this policy by sending you seven days' notice by registered letter to your last known address. We will return your premium less an amount to cover the period the policy has been in force.
- 10 You may cancel this policy at any time by sending us notice in writing and returning the certificate of motor insurance and insurance disc. If there has been no claim during the current period of insurance, we will return to you the premium less an amount for the period the policy has been in force.
- 11 The expression 'public place' will have the same meaning for the purposes of this policy as it has for the purposes of Part VI of the Road Traffic Act 1961. When we refer to 'you' we will also mean your personal representatives.
- 12 Any condition of this policy or any endorsement which is a prohibited condition under Part VI of the Road Traffic Act 1961 will not affect the right of any person to recover an amount under Section 76 of the Act.
- 13 All money which is or may become due under this policy will be paid in euro in the Republic of Ireland.

## How we use Personal Information

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

Depending on our relationship with you, Personal Information collected may include: identification and contact information, payment card and bank account, credit reference and scoring information, sensitive information about health or medical condition, and other Personal Information provided by you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Decision-making on provision of insurance cover and payment plan eligibility
- Assistance and advice on medical and travel matters
- Management and audit of our business operations
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance, including compliance with laws outside your country of residence
- Monitoring and recording of telephone calls for quality, training and security purposes
- Marketing, market research and analysis

To opt-out of marketing communications contact us by e-mail at: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or by writing to: Customer Service Team, AIG Europe Limited, Ireland Branch, AIG House, Merrion Road, Dublin 4. If you opt-out we may still send you other important communications, e.g. communications relating to administration of your insurance policy or claim.

**Sharing of Personal Information** - For the above purposes Personal Information may be shared with our group companies, brokers and other distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers. Personal Information will be shared with other third parties (including government authorities) if required by law. Personal information (including details of injuries) may be recorded on claims registers (i.e. Insurance Link, and Claims and Underwriting Exchange (CUE) ), and shared with other insurers. We may search these registers to detect and prevent fraud. Details on how Insurance Link operates can be found at <http://info.insurancelink.ie> and CUE at <http://www.insurancedatabases.co.uk>. Personal Information may also be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

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

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

**Requests or questions** - To request access or correct inaccurate Personal Information, or to request the deletion or suppression of Personal Information, or object to its use, please e-mail: [postmaster.ie@aig.com](mailto:postmaster.ie@aig.com) or write to Data Protection Officer, AIG Europe Limited, Ireland Branch, AIG House, Merrion Road, Dublin 4. More details about our use of Personal Information can be found in our full Privacy Policy at [www.aig.com](http://www.aig.com) or you may request a copy using the contact details above.

Examined



Consumer Lines Director

Signed on behalf of the Company



General Manager

### ***In this policy***

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

### ***Endorsements***

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

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

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

#### ***Endorsement 1: Excess***

a All sections:

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

b Accidental damage only:

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

c Fire and theft only:

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

You must pay any excess which applies under this policy.

The expression 'claim' means a claim or series of claims arising out of one cause.

#### ***Endorsement 2: Third party only***

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

#### ***Endorsement 3: Third party fire and theft***

We will have no liability under section 1 (Loss or damage) of this policy except for loss or damage caused by fire, self-ignition, lightning or explosion or by theft or attempted theft. Section 3 (If you are injured) and section 4 (Medical expenses) of this policy do not apply.

#### ***Endorsement 4: Accidental damage fire and theft only***

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

#### ***Endorsement 5: Fire and theft only***

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

#### ***Endorsement 6: Open driving***

The section of this policy 'Description of drivers' will include any person, other than you, who is driving with your permission.

#### ***Endorsement 7: Open driving 25 to 70 years***

The section of this policy 'Description of drivers' will include any person, who is driving with your permission as long as they have reached their 25th birthday but are no older than 70.

#### ***Endorsement 8: Open driving 25 to 70 full licence***

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

**Endorsement 9: Named people only driving**

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

**Endorsement 10: Excluding named people only driving**

This policy will not apply while any vehicle insured is being driven by, or is for the purpose of being driven by them, in the charge of any person named in the relevant certificate of insurance.

**Endorsement 11: Insured only driving**

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

**Endorsement 12: Insurance suspended**

We have suspended all insurance under this policy.

**Endorsement 13: Moving someone else's vehicles**

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

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

**Endorsement 14: Interest of owner**

- a The cover under this policy will also apply to the vehicle referred to in the schedule against this endorsement number.
- b We will cover the person named in the schedule against this endorsement number as owner against loss or damage insured by section 1 (if the section applies) and liability under section 2 arising in connection with the vehicle because of your negligence or of any person driving with your permission.

Any person driving with your permission must keep to all conditions of this policy as far as they can apply.

**Endorsement 15: Indemnity to employer**

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

However, this only applies if:

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

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

**Endorsement 16: Deleting subsection 'If you drive other vehicles'**

This subsection 'If you drive other vehicles' of section 2 (Liability to others) of this policy does not apply.

**Endorsement 17: Changing the benefits**

The subsection 'If you drive other vehicles' of section 2 (Liability to others) and section 3 (If you are injured) of this policy do not apply.

Paragraph a of the 'Description of drivers' also does not apply.

**Endorsement 18: Passenger negligence**

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

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

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

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

### ***Endorsement 19: Rugs coats and luggage***

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

However:

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

### ***Endorsement 20: Windscreen***

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

We will choose to repair or replace any damaged windscreen as long as this does not cost more than the amount shown in the schedule. You must report any crack in your windscreen to us on the AIG Windscreen Claims Line on 1850 200552. We will not treat any payment made under this endorsement as a claim for the purposes of section 7 (No-claims discount) and any excess shown in the schedule will not apply for any claim made under this extension in cover.

### ***Endorsement 21: Declaration***

You must give us a declaration containing details of all the vehicles added to or taken from the 'Description of vehicles' during the period immediately before the date you make the declaration. For the purpose of this endorsement, the declaration dates will be as shown in the schedule against this endorsement number. You must then pay us an extra premium, or receive from us any refund as the case may be.

### ***Endorsement 22: Deleting the no-claims discount***

Section 7 (No-claims discount) of this policy does not apply.

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

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

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

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

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

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

### ***Endorsement 26: Cross liabilities***

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

### ***Endorsement 27: Injury to driver***

Benefits

- 1 Fatal accident benefit

If you die, we will pay your personal representatives €12,700.

- 2 Hospitalisation benefit

If you go into hospital following an accident which happens during the period of insurance, we will pay you or, if you die, your personal representatives, €63.50 a week for as long as you stay in hospital up to 10 weeks for any one accident.

If during any period of insurance you suffer an accidental bodily injury which, independently of any other cause, results within three months of the date of the accident in your death or a stay in hospital, we will pay the appropriate benefit.

### **Definitions**

Hospital means an institution which has facilities for diagnosing, treating and carrying out major surgery and has accommodation for patients to stay. It does not include a long-term nursing unit, a geriatric or pre-convalescent ward or an extended-care facility for convalescence or rehabilitation. Bodily injury means an injury caused by something outward and violent which can be seen. You means any person driving whose driving is covered by the relevant certificate of insurance.

### **Exclusions**

We will not pay a claim for death or a stay in hospital directly or indirectly resulting from:

- a suicide or attempted suicide or deliberately injuring yourself;
- b you being under the influence of alcohol or drugs (unless the drug has been prescribed by a registered medical practitioner but not to treat drug addiction);
- c mental or nervous disorders; or
- d sickness or disease not resulting from an injury or for any gradually operating cause.

### **Conditions**

- 1 We will be entitled to have a post-mortem examination carried out. (We will pay any costs involved.)
- 2 We will pay you, or your personal representative, the benefits.
- 3 We will not pay interest under this endorsement.

### **Endorsement 30: Protected no-claims discount**

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

### **Endorsement 32: Extending territorial limits**

We will extend the cover under this policy (as well as in section 6, Use abroad) to cover using any vehicle referred to in the 'Description of vehicles' for not more than 30 days in a row in any country which is a member of the European Economic Community and any other country for which the commission of the European Economic Community is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EEC Directive on insuring civil liabilities arising from using motor vehicles ( No. 72/166/EEC ).

### **Endorsement 33: Detached trailer cover – specified trailers**

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

### **Endorsement 35: Automatic RTA cover for private cars – detached trailers**

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

However, we will not cover caravans, mobile homes, trailer tents, boat trailers, and any trailer which includes machinery or other equipment.

In all other cases we will provide cover only when trailers are shown in the schedule and you have paid the appropriate extra premium.

### **Endorsement 41: Temporary replacement vehicle**

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

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

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

### **Endorsement 44: New-car replacement**

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

- 1 damaged within the meaning of our policy cover to more than 60% of the manufacturer's last published list price (including VAT); or
- 2 stolen and not recovered within 28 days of the loss being reported to us.

However:

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

#### **Endorsement 45: Third party property damage limit**

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

#### **Endorsement 46: Protected no-claims discount (fire and theft)**

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

#### **Limits on use**

1. You may use the vehicle for social, domestic and pleasure purposes and in connection with your business or profession, and if it needs to be overhauled or repaired.

We will not cover:

- (a) Use for hire or reward, racing, pace making, speed testing, reliability trial, commercial travelling or the carriage of goods or samples in connection with any trade or business;
- (b) Use for any purpose in connection with the motor trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for you.

2. You may use the vehicle for social, domestic and pleasure purposes and for the insured's business, and if it needs to be overhauled or repaired.

We will not cover:

- (a) Use for hire or reward, racing, pace making, speed testing, reliability trial or commercial travelling;
- (b) Use for any purpose in connection with the motor trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for you.

3. You may use the vehicle for social, domestic and pleasure purposes and in connection with your business or profession, and if it needs to be overhauled or repaired.

We will not cover:

- (a) Use for hire or reward, racing, pace making, speed testing or reliability trial
- (b) Use for the carriage of passengers for hire or reward;
- (c) Use for any purpose in connection with the motor trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for you.

4. You may use the vehicle for social, domestic and pleasure purposes and if it needs to be overhauled or repaired.

We will not cover:

- (a) Use for hire or reward, racing, pace making, speed testing, reliability trial, commercial travelling or the carriage of goods or samples in connection with any trade or business;
- (b) Use for any purpose in connection with the motor trade other than use necessitated by the overhaul, upkeep and/or repair of the vehicle for you.

#### **Description of vehicles**

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

However, for any motor vehicle:

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

#### **Description of drivers**

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

### ***Complaints Procedure***

AIG Europe Limited wants to give you the best possible service. If you feel you have cause for complaint, you should contact the Personal Lines Manager at AIG Europe Limited, Ireland Branch.

If after such contact you remain dissatisfied, you may also write to the Customer Complaints Officer at AIG Europe Limited, AIG House, Merrion Road, Dublin 4. Phone: 01 208 1400.

If the complaint is not resolved to your satisfaction, you should write to the General Manager, AIG Europe Limited, AIG House, Merrion Road, Dublin 4.

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

The Irish Insurance Federation  
Insurance House, 39 Molesworth St., Dublin 2.  
Phone: 01-6761820. Fax: 01-6761943.  
E-mail: fed@iif.ie.

The Central Bank of Ireland  
P.O. Box 559, Dame Street, Dublin 2.  
Phone: 1890 777 777. Fax: 01 671 6561.  
E-mail: enquiries@centralbank.ie

The Financial Services Ombudsman's Bureau  
3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
Lo Call: 1890-882090. Phone: 01-6620899. Fax: 01-6620890.  
E-mail: enquiries@financialombudsman.ie

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This insurance is underwritten by AIG Europe Limited. Registered in England and Wales.  
Company number: 01486260. Registered office: The AIG Building, 58 Fenchurch Street, London EC3M4AB, United Kingdom.

AIG Europe Limited, Ireland Branch, registered branch office AIG House, Merrion Road, Dublin 4, Ireland.  
Branch registration number 906664. Tel:+353 1 208 1400.

AIG Europe Limited is authorised and regulated by the Financial Services Authority of the United Kingdom, and is regulated by the Central Bank of Ireland for conduct of business rules.

### ***Governing Law***

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





Underwritten by



AIG Europe Limited