

Note: If your Car Insurance Policy was inceptioned or last renewed before 1st November 2008 please contact aais@aaireland.ie requesting a copy of the Drivers Accident Protection Plan Master Policy effective at that time.

Drivers Accident Protection Plan Master Policy

If the **master policyholder** pays the premium as agreed **we**, Acromas Insurance Company Limited, will provide the insurance set out in this master policy.

This master policy will only be in force if it is initialled by a person authorised by **us**.

Stephen Hazzard
Group Technical Director

Initialled for and on behalf of Acromas Insurance Company Limited

Date:

Acromas Insurance Company Limited

The appropriate Stamp Duty has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance Act 1950 as amended.

This policy is underwritten by Acromas Insurance Company Limited, 57-63 Line Wall Road, Gibraltar. Registered Number 88716 (Gibraltar). Acromas Insurance Company Limited is authorised by the Financial Services Commission, Gibraltar.

Scope of Cover

If an **insured person** sustains an accidental bodily injury during the **time of cover** and **period of insurance**, and within two years of the accident date the injury is the only cause of the **insured person's** death, **loss of limbs** or **loss of sight, hospitalisation** or a **fracture** we will pay the amount of benefit shown in the schedule.

Definitions

Any word listed under "Definitions" will carry the same meaning wherever it appears in the certificate of Insurance, schedule and this master policy, in bold print.

AA Insurance means AA Ireland Ltd trading as **AA Insurance**. **AA Insurance** is regulated by the Financial Regulator.

Any one accident means any one accident is any one accident or series of accidents contributed to, caused by, or as a result of the same original cause or event.

We will not pay more than the limit shown in the schedule.

Child

Any person who is under 18 years of age at the date of accidental bodily injury.

Fracture

A break in the full thickness of the bone

Hospital

An institution which has accommodation for residential patients and facilities for diagnosing, carrying out surgery and treatment. It does not include a long-term nursing home, a geriatric or a convalescence home or an extended care facility.

Hospitalisation

An over-night stay as an in-patient in a **hospital**.

Insured

Any person to whom a certificate of insurance has been issued for the **insured vehicle** through the **master policyholder**

Insured person

Any authorised driver who is legally allowed to drive the **insured vehicle** or any passenger in the **insured vehicle**.

Insured vehicle

Any vehicle in respect of which a certificate of insurance has been issued through the **master policyholder** to the **insured** or any temporary replacement thereof.

Loss of limb

In the case of a leg, total and permanent loss of, or loss of use of, a complete foot or leg. In the case of an arm, total and permanent loss of, or loss of use of, a complete arm or hand.

Loss of eye

Permanent and total loss of sight in both eyes if the **insured person** is registered blind on the authority of a fully-qualified ophthalmic specialist: or in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

Master policyholder

AA Ireland Limited trading as **AA Insurance**

Medical practitioner

A medical practitioner currently registered under the Irish Medical Practitioners Act 1978 and with the General Medical Council to practise medicine. This does not include:

- an **insured person**
- an **insured person's** mother, father, sister, brother, husband, wife, fiancé, fiancée, partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, daughter-in-law or sister-in-law.

Period of insurance

The date the car insurance policy insuring the **insured vehicle** starts until the earliest of the dates when that cover finishes, it is cancelled or it is no longer arranged through the **master policyholder** provided the Drivers Accident Plan premium has been paid.

Osteoporosis

The thinning of the bone out of proportion to age

Time of cover

Whilst inside the **insured vehicle** including entering and exiting, and whilst outside the **insured vehicle** conducting emergency roadside repairs or seeking emergency roadside assistance.

Terrorist act

Terrorist act shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist acts. Terrorist act shall also include any act which is verified or recognized by the Irish Government as an act of terrorism.

War

War shall mean any activity arising out of or any attempt to participate in the use of military force between nations and shall include civil war, revolution and invasion.

We, us, our

Acromas Insurance Company Limited

Exclusions

1 We will not pay any claim directly or indirectly resulting from, contributed by or arising from:

- a.
 - i. **war**, civil war, invasion, insurrection, revolution, use of military power or usurpation of government or military power;
 - ii. the intentional use of military force to intercept, prevent, or mitigate any known or suspected **terrorist act**;
 - iii. any **terrorist act**;
- b. suicide or attempted suicide or intentional self inflicted injuries;
- c. the **insured person** suffering sickness or disease not resulting from accidental bodily injury occurring during the **time of cover** and **period of insurance**;
- d. the **insured person**, in charge of the **insured vehicle**, having blood/urine alcohol level above the legal limit stated in the Road Traffic Acts;
- e. the **insured person**, in charge of the **insured vehicle**, having taking a drug other than according to the manufacturer's instructions or as prescribed by a **medical practitioner**;
- f. taking a drug to treat drug addiction;
- g. participation in any kind of race;
- h. any claim where the **insured person** in control of the **insured vehicle** is not in possession of or has not held a valid driving licence and certificate of insurance as required by law;
- i. any claim where the **insured vehicle** is in an un-roadworthy condition;

- j. the **insured vehicle** carrying a greater number than the legal seating capacity at the time of the accident; or
- k. anxiety, stress disorder, post traumatic stress disorder, psychological or psychiatric illness or condition;
- l. An **insured person** driving a motor cycle;
- m. Any **fracture** arising from **osteoporosis** when an **insured person** knew they had **osteoporosis** before the suffered bodily injury;
- n. An **insured person** committing or attempting to commit an illegal act.

Benefit limitations

If an **insured person** is a **child** we will only pay €9,500 under item 1 in the schedule. If an **insured person** is aged over 80 years of age, all benefits outlined in the schedule shall be reduced by 50%.

If death occurs within 13 weeks of accidental bodily injury the benefit under item 1 will be paid and not the benefits under items 2, 3 or 4, provided death was a result of accidental bodily injury.

We will not pay a claim under more than one of items 1-4 of the schedule.

Upon the payment of a claim under items 1-4 of the schedule cover will stop in respect of the **insured person** for whom such payment is made.

Cancelling the policy

We can cancel this master policy by sending 30 days' notice to the **master policyholder** at their last known address. Cover continues for each **insured** until the end of their **period of insurance**.

The **master policyholder** can cancel this master policy by giving **us** 30 days' written notice. Cover continues for each **insured** until the end of their **period of insurance**.

The **insured** can cancel their car insurance policy by writing to **AA Insurance**. Cover will cease from the date of receipt of the cancellation by **AA Insurance**. Driver's Accident Protection Plan cannot be cancelled by the insured on a stand-alone basis. No refund of premium shall be made for this product, unless a car insurance policy is cancelled within the 14 day cooling off period. During this period, a full refund for this product will be issued, except in the event of a claim being made, is intended to be made, or if an incident has occurred which is likely to give rise to a claim. If a car insurance policy is cancelled after the 14 day cooling off period, any refund due to you upon cancellation of the policy will be calculated less the premium charged for Driver's Accident Protection Plan at policy inception/renewal.

Claim evidence

The insured person must provide, at their own expense, any evidence **we** ask for to support their claim. An insured person must undergo any medical examinations **we** specify, at **our** expense.

Claim payment interest

We will not pay interest on any claim payment.

Claim payment

If **we** have paid a claim under this master policy, and the insured person has accepted that payment, **we** will not have to make any further payments for the same claim.

Benefit will be paid to the **insured person** or in the event that an **insured person** is a **child** the benefit will be paid to that person's parents or legal guardian. The death benefit will be paid to the **insured person's** legal representative whose receipt will discharge **us**.

Claim reporting

The **insured person** must tell **us** about any potential claim as soon as they possibly can.

Governing law and Language

This contract is governed by the Law of the Republic of Ireland unless otherwise agreed.
The language for contractual terms and communication will be English.

Master policyholder requirements

The **master policyholder** will pay premiums and supply information in the form and at the frequency required by **us**.

Transferring this policy

The **insured person** cannot transfer the benefit of this policy to anyone else or use this policy or the benefits in this master policy as a mortgage or guarantee of any kind.

Disputes and Complaints

We will always aim to provide a first class standard of service. However, if an **insured** or **insured person** has a complaint, they should, in the first instance, contact **our** Accident & Health Manager at the address below. The **insured person** should quote **their** surname, initials and the master policy number.

If the **insured person** is still not satisfied they have the right to ask the Financial Services Ombudsman's Bureau to review their case. The Financial Services Ombudsman's Bureau provides independent settlement of disputes between personal policyholders and their Insurance Company. Or, they can approach the Irish Insurance Federation, where appropriate to review their case. The existence of the Financial Services Ombudsman's Bureau complaints procedure does not affect their right to take legal action against **us**.

Complaints Procedure

We are anxious to provide the highest quality of customer service at all times. Therefore, if **you** have any complaint about **your** insurance contract, **you** should contact Manager Operations, **AA Insurance**, 56 Drury Street, Dublin 2.

If the complaint is not resolved to **your** satisfaction, **you** may contact

- The Insurance Information Service
of the Irish Insurance Federation
at 39 Molesworth Street,
Dublin 2
(Telephone 01-676 1820)

- Financial Service Ombudsman's Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
(Telephone 01-662 0899)

- Financial Services Regulator
PO Box 9138
College Green

Dublin 2
Tel: 1890 777777