

Drivers Accident Protection Plan Policy

If **you** pay the premium as agreed **we**, UK General Insurance Limited, will provide the insurance set out in this policy.

This insurance is administered by Arc Legal Assistance Limited, arranged by Strategic Insurance Services Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

AA Ireland Limited trading as AA Insurance is authorised by the Central Bank of Ireland

UK General Insurance Limited is authorised and regulated in the UK by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Great Lakes Insurance SE is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules.

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 Benefit limitations table.

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

AA Ireland Ltd trading as **AA Insurance**.

Any one accident

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 under Benefit limitations.

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**

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 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).

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 or it is cancelled 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.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005 and 2015

War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

We, us, our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE

Exclusions

- 1 **We** will not pay any claim directly or indirectly resulting from, contributed by or arising from:
 - a.
 - i. **war**
 - ii. any act of **terrorism**;
 - 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.
 - o. Any direct or indirect consequence of Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
 - p. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Benefit limitations

Note that the benefits 1-5 shown in the table below are per **Insured Person**.

1.	Accidental Death	€17,500
2.	Loss of one or more Limbs	€17,500
3.	Loss of one or both Eyes	€17,500
4.	Hospital benefit – payable after 24 hours up to 10 weeks	€200 per week
5.	Fracture to one or more bones of the arm or leg (per fracture)	€300
6.	Any One Accident limit	€75,000

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 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.

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

Cancelling the policy

If the **Insured** decides that for any reason, this Policy does not meet their insurance needs then they should please return it to **us** or their agent within 14 days from the day of purchase or the day on which they receive their policy documentation, whichever is the later. On the condition that no claims have been made or are not pending, **we** will then refund their premium in full.

If the **insured** wishes to cancel their Policy after 14 days, they will be entitled to a pro- rata return of premium.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the **insured** at their last known address.

Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) The **insured** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a misrepresentation, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date

when the **insured** provided **us** with incomplete or inaccurate information, which may result in the **insured's** policy being cancelled from the date they originally took it out.

If **we** cancel the policy and/or any additional covers the **insured** will receive a refund of any premiums they have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or misrepresentation **we** are entitled to keep the premium.

Non-Disclosure Warning

The **insured** must take reasonable care to provide complete and accurate answers to the questions **we** ask when they take out, make changes to and renew the policy. The **insured** must tell **us** of any changes to the answers they have given as soon as possible. If any information they provide is not complete and accurate, this may mean their policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

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.

Fraud

The **insured** must not act in a fraudulent way. If the insured or anyone acting for them:

- fails to reveal or hides a fact likely to influence whether **we** accept their proposal, their renewal, or any adjustment to their policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage they caused deliberately or with their knowledge.

If the **insured's** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to them and **we** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against the **insured** and inform the appropriate authorities.

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 **our** claims handler, Direct Group, about any potential claim as soon as they possibly can.

To make a claim under this Personal Accident cover, the **insured person** must in the first instance call Direct Group on 00 44 344 893 1022*

*please note this is a UK telephone number and additional charges may apply if calling outside the UK.

Additional contact details are as follows:

E-mail address: specialistclaims@directgroup.co.uk

PO Box Address: Specalist Claims, PO BOX 1192, DONCASTER, DN1 9PU, UNITED KINGDOM.

Governing law and Language

Unless some other law is agreed in writing, this policy is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.

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 policy as a mortgage or guarantee of any kind.

Complaints Procedure

It is the intention to give the **insured** the best possible service but if they do have any questions or concerns about this insurance or the handling of a claim they should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

If the **insured** would like to make a complaint about the sale of this cover, they should contact The AA at service@theaa.ie or AA Ireland, 20-21 South William Street, Dublin 2, D02 XE77.

The AA complaints process is designed to ensure the **insured's** complaint is addressed but if the **insured** is not satisfied with the outcome of the AA's investigation or how they have dealt with the complaint, the **Insured** may refer their case to: The Financial Services Ombudsman's Bureau, 3rd floor, Lincoln House, Lincoln Place, Dublin 2. Lo Call: 1890 88 20 90 Email: enquiries@financialombudsman.ie.

CLAIMS

If the **insured person** wishes to make a complaint about a claim please contact the claims handler using the below details. In all correspondence please state that the insurance is provided by UK General Insurance Limited and quote AA Ireland.

Direct Group Ltd

Customer Relations

Quay Point,

Lakeside Boulevard,

Doncaster,

DN4 5PL

Tel: 00 44 344 854 2072 * Please note this number may incur additional call charges if calling from outside the UK.

Email address: customer.relations@directgroup.co.uk

[PO Box Address : Customer Relations PO Box 1193, DONCASTER, DN1 9PW](#)

The above complaints procedure is in addition to the **Insured's** statutory rights as a consumer. For further information about the **insured's** statutory rights contact the **insured's** local authority Trading Standards Service, Citizens Advice Bureau or Financial Services Ombudsman Bureau at:

3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

Lo Call: 1890 88 20 90

Phone: +353 1 6620899

Fax: +353 1 6620890

Email: enquiries@financialombudsman.ie

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by the Company under this Policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

Finance Act 1990 (or future amendments thereto)

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Note: If the **insured's** Car Insurance Policy was incepted or last renewed before 1st July 2017 please contact service@theaa.ie requesting a copy of the Drivers Accident Protection Plan Master Policy effective at that time.