

AA

Car Insurance

POLICY BOOKLET

Useful Phone Numbers

AA Rescue **0818 66 77 88**
AA Membership **01 617 99 99**
Claims **0818 467 101** (24 hours a day, 365 days a year)
Claims outside ROI **+353 1 617 9448**

A guide to your Policy Booklet

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About our Policy

Insurance has been affected between the **Insurer** and **You**.
The contract is based on the information **You** provided to us, when **You** applied for the insurance and this information is in the most recent **Statement of Fact** issued to **You**. This policy document, the **Statement of Fact**, **Schedule of Insurance**, the **Certificate of Motor Insurance**, any **Endorsements** and any documents provided by **You** must, be read as a whole as they constitute the legally binding contract of insurance between **You** and the **Insurer**.
You should keep copies of any supplementary questionnaires, documents, or letters **You** have supplied to us as part of your new business application, for **Your** future reference, as they will form part of the contract of insurance.
The **Insurer** has agreed to insure **You** subject to the terms, conditions and exclusions contained in or endorsed upon this policy document against such liability, loss or damage that may occur during any period of insurance for which **You** have paid or agreed to pay the premium as is directly sustained in connection with the **Insured Car**.

Applicable Contract Law

You and the **Insurer** are free to choose the law applicable to this contract but in the absence of a written agreement to the contrary, Irish law will apply.

Definitions

Certain words have specific meanings wherever they appear in **Your** policy documents or **Your Certificate of Motor Insurance**. To help **You** identify these we have printed them in bold and italics throughout this policy.

AAI

AA Ireland Limited trading as AA Insurance.

Certificate of Motor Insurance

The document **Certificate of Motor Insurance** headed which provides evidence of the existence of the motor insurance contract. It shows the **Insured Car** registration number, what cars **You** are allowed to drive, drivers who may drive **Your Insured Car** and the purposes for which it may be used. It also shows the period of cover.

(Note: Under Paragraph 5B of the **Certificate of Motor Insurance** it shows what cars **You** are allowed to drive i.e. if Driving Other Cars cover applies or not).

Cooling Off Period

The period in which **You** have the right to withdraw from this **Policy**. **You** can withdraw within 14 days of the starting date of cover or the date which **You** receive the full terms and conditions of the policy, whichever is later. Choosing to exercise this right will mean that no policy was ever in place and will entitle **You** to a full refund of any premium paid, provided there has been no claim made. No claim may be made at a later date.

Endorsement

An alteration to the wording of the policy noting a change in the terms or the details of the insurance contract as shown in **Your Schedule of Insurance**.

Excess

The amount of money **You** must pay towards the cost of a claim other than a claim for fire, lightning explosion, windscreen, theft or attempted theft. The amount of the **Excess** is noted on the current **Schedule of Insurance**. The amount of any **Excess** applying to a claim will be reduced by €100 provided that the damage is repaired by an **Insurer** approved repairer.

Insured Car

The motor vehicle with the vehicle registration number shown in Paragraph 5(a) of the current **Certificate of Motor Insurance**.

Insurer

The Insurance Company as specified in the **Schedule of Insurance**, and the **Certificate of Motor Insurance** on whose behalf this policy document is issued.

Main Driver

The person for whom the Insured Car is intended as their main vehicle and who is:

- shown in the statement of fact as the main driver;
- the primary driver of the Insured Car, which means, the person who drives the Insured Car more often than any other person; and
- responsible for the Insured Car insured under this **Policy**.

Market Value

The value of the **Insured Car** and its accessories at the date of accident or loss not exceeding any value declared to **AAI** prior to the accident or loss. It is the monetary value **You** could reasonably expect to pay for **Your Insured Car** had **You** bought it immediately prior to the loss or damage. This will be determined by the **Insurer** using information available to them on similar cars available in the market of comparative make, model, engine capacity, age, mileage, ownership

history, general condition and any other relevant factors. The maximum amount the **Insurer** will pay in respect of any claim for loss or damage will be the **Market Value** immediately prior to such loss or damage.

Named Driver

A driver who is shown in the statement of fact as an additional named driver and is a frequent user of the **Insured Car** but not the **Main Driver**

No Claims Discount

The reduction allowed in **Your** premium if a claim has not been made or arisen during the previous period(s) of insurance.

Non Standard Glass

Any glass, on the insured vehicle which has not been fitted as part of the manufacturers standard specification

Partner

Your husband, wife or **Partner** in each of these relationships cohabiting and sharing household expenses or responsibilities.

Permitted Driver

Any person shown or described in Paragraph 6 of the current **Certificate of Motor Insurance**.

Schedule Of Insurance

The document headed **Schedule of Insurance** giving details of the persons **Insured**, the **Insurer**, the insurance policy number, details of the **Insured Car**, the cover, the premium and the period of insurance.

Territorial Limits

The Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands including transit by sea, air or land within and between these places.

Terrorism

- (i) any act including but not limited to
 - (a) the preparation, use or threat of force and/or violence and/or
 - (b) harm or damage to life or to property (or the threat of such harm or damage) including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes and/or the intention to influence, intimidate or coerce any Government and/or intention to disrupt any segment of the economy.
- (ii) any action taken in controlling, preventing, suppressing or in any way relating to (i) above.
- (iii) any act deemed by the Government to be an act of **Terrorism**.

You/Your/Insured

The person(s) shown as the **Insured** in the **Schedule of Insurance** and the **Certificate of Motor Insurance**.

Insurance Cover

Section 1: Liability to others

What is covered

SUBSECTION 1 - Your Liability to Other People

The **Insurer** will pay amounts including claimant's costs that **You** are legally liable to pay for:

(a) Death of or bodily injury to any person;

(b) Damage to property.

as a result of an accident involving:

i. the **Insured Car**;

ii. an attached trailer, caravan or broken down car towed by the **Insured Car**, so long as the towing is allowed by law and the caravan, trailer or broken down car is attached properly to the **Insured Car** by towing equipment made for this purpose;

iii. a detached single-axle trailer not exceeding one half tonne unladen weight but not any detached caravans, mobile homes, trailer tents, boat trailers or any trailer which incorporates machinery or other equipment. The cover provided in respect of any detached trailer is as required to meet compulsory road traffic legislation;

iv. any other car which **Your Certificate of Motor Insurance** permits **You** to drive and is not owned by **Your** employers and **Your** business partner.

SUBSECTION 2 - Other People's Liability

The **Insurer** will pay amounts including claimant's costs that any of the person(s) **Insured** as listed below is legally liable to pay for as a result of an accident involving the **Insured Car** in respect of:

(a) Death of or bodily injury to any person;

(b) Damage to property.

Person(s) Insured

i. The owner of the **Insured Car** (if **You** ask us).

ii. any **Permitted Driver**;

iii. any person using (but not driving) the **Insured Car** with **Your** permission for social domestic and pleasure purposes;

iv. at **Your** request any passenger travelling in or getting into or getting out of the **Insured Car**; **Your** employer or business partner while **You** are driving or using the **Insured Car** on their business subject to the use and driving being permitted by the current **Certificate of Motor Insurance**;

v. **Your Partner's** employer or business partner while **Your Partner** is driving or using the **Insured Car** on their business subject to the use and driving being permitted by the current **Certificate of Motor Insurance**.

SUBSECTION 3 - Protection of an Insured Person's Estate

Upon the death of any person **Insured** under this Section the **Insurer** will transfer to that person's estate the benefit of this insurance against any liability covered by this Section that the deceased may have incurred.

SUBSECTION 4 - Legal Costs and Expenses

When the **Insurer's** written agreement is obtained beforehand the following will be paid:

(a) Legal costs and expenses incurred;

(b) Solicitor's fees for representation at a Coroner's Inquest Fatal Accident Inquiry or defending any prosecution in a Court of Summary Jurisdiction;

(c) The reasonable costs for legal services to defend a charge of manslaughter or dangerous driving causing death in connection with any accident which might involve legal liability covered by this insurance.

SUBSECTION 5 - Driving Other Cars

If **Your** current **Certificate of Motor Insurance** permits **You**, we will also cover **You**, the **Insured**, 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

(a) the car is not owned by **Your** employer or hired to them under a hire-purchase or lease agreement;

(b) **You** currently hold a valid, full Irish, UK or European Union (EU) Driving Licence;

- (c) the use of the car is covered under the current **Certificate of Motor Insurance**;
- (d) cover is not provided by any other insurance;
- (e) **You** have the owner's permission to drive the car;
- (f) the car is in a roadworthy condition and has a valid NCT certificate;
- (g) the vehicle is a private passenger vehicle and is not a van, car-van, motorcycle, jeep with no seats in the back or van adapted to carry passengers;
- (h) the vehicle stated on **Your** current **Certificate of Motor Insurance** is still owned by **You** and has not been stolen or damaged beyond cost-effective repair;
- (i) this cover applies within the **Territorial Limits** of the policy only.

SUBSECTION 6 - Emergency Treatment

The **Insurer** will pay for any emergency treatment fees arising from an accident covered by this insurance as required by compulsory road traffic legislation that occurs in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands. If this is the only payment made **Your No Claims Discount** will not be affected.

SUBSECTION 7 - Fire Brigade Charges

The **Insurer** will pay up to €1000 in respect of charges levied by a fire authority in accordance with compulsory provisions of the Fire Services Act 1981 that **You** are legally liable to pay to:

- (a) control or put out a fire in the **Insured Car**; or
- (b) remove the driver or passengers from the car using cutting equipment resulting from an event giving rise to a valid claim under the policy.

What is not covered

- (a) Liability for death of, or bodily injury to, any person arising out of and in the course of that person's employment by the person claiming under this Section, except where it must be covered under the road traffic legislation;
- (b) Liability for loss of or damage to any vehicle, caravan or trailer for which cover is provided by this Section, or any property belonging to or in the care of the person claiming under this Section;
- (c) Any amount exceeding €30,000,000, exclusive of costs and expenses, for any claim or series of claims for loss of or damage to property, including any indirect loss or damage, arising from one event;
- (d) Any amount exceeding €7,500,000 for all costs and expenses, in respect of loss of or damage to property for any claim or series of claims arising from one event;
- (e) Any amount that **You** are not legally liable to pay, or any amount paid under any other Section of this policy for loss or damage arising from the same event;
- (f) Unless we must do so under Road Traffic legislation, we will not pay for death of or bodily injury to any person driving the **Insured Car**, or in charge of it for the purpose of driving it.

Section 2: Loss or Damage

What is covered

SUBSECTION 1 - The Insured Car

The **Insurer** will pay for loss of or damage to the **Insured Car**, its accessories (excluding audio, satellite navigation and communication equipment) and spare parts kept in or on the **Insured Car** or in **Your** private garage at the **Insurer's** discretion by:

- repairing or
- replacing or
- paying the amount of the loss or the damage.

The maximum amount of any payment, repair or replacement will be the **Market Value** of the **Insured Car**. In the event that the **Insurer** settles a claim by replacing or paying for the replacement of the **Insured Car**, the stolen or damaged car will then at the **Insurer's** discretion become the property of the **Insurer**.

The **Insurer** will also pay the reasonable cost of protection and taking the **Insured Car** to the nearest suitable **Insurer** approved repairer or place of storage after such damage and where appropriate returning it after repair to **Your** address as shown on the current **Certificate of Insurance**.

If to the **Insurer's** knowledge the **Insured Car** belongs to someone else or that it is the subject of a hire purchase or leasing agreement the **Insurer** will make any payment for its total loss or destruction to its owner to the extent of their legal entitlement (whose receipt shall be a full and final discharge) rather than to **You**.

SUBSECTION 2 - New for Old Cover

If the **Insured Car** is less than 13 months old from the date of first registration as new and **You** have been the first and only registered keeper and if it is:

(a) stolen and not recovered within 28 days of the date of loss; or

(b) damaged so that repair will cost more than 60% of the manufacturer's latest Republic of Ireland recommended list price and VAT at the date the damage occurred the **Insurer** may pay for its replacement or at their discretion replace it with a new car of the same make model and specification if immediately available in the Republic of Ireland subject to **Your** agreement and that of any interested party. The stolen or damaged car will then become the property of the **Insurer**.

SUBSECTION 3 - Fire Brigade Charges

The **Insurer** will pay up to €1000 in respect of charges levied by a fire authority in accordance with the provisions of the Fire Services Act 1981 that **You** are legally liable to pay to:

(a) control or put out a fire in **Your** car; or

(b) remove the driver or passengers from the car using cutting equipment resulting from an event giving rise to a valid claim under the policy and provided that no payment has been made for this same event under Section 1.

Note: If the cover on **Your** policy is Third Party Fire and Theft (see **Your** current **Schedule of Insurance**) the cover provided under Section 2 only applies in respect of loss or damage caused directly by fire, theft or attempted theft.

What is not covered

(a) **Excess** as shown on the current **Schedule of Insurance**;

(b) The loss of use of the **Insured Car** or any loss resulting from loss of use of the **Insured Car**

(c) Wear and tear or depreciation;

(d) Mechanical, electrical, electronic or computer fault, failure, malfunction or breakdown;

(e) Damage to tyres caused by bursts, cuts, punctures or braking not as a direct result of an accident;

(f) The cost of parts in excess of the manufacturer's last Republic of Ireland list price;

(g) Loss of or damage to the **Insured Car** by deception by a purchaser or agent;

(h) That part of the cost of any repair or replacement which improves the **Insured Car** beyond its condition before the loss or damage occurred;

(i) Any depreciation in the **Market Value** of the **Insured Car** following its repair the cost of which is the subject of a claim under this insurance;

(j) Cassette tapes and compact discs, DVDs or similar;

(k) The **Insured Car** being confiscated or destroyed by or under order of any government or public or local authority;

(l) Loss or damage from taking the **Insured Car** and returning it to the legal owner;

(m) Loss or damage as a result of a deliberate act by anybody **Insured** by this policy;

(n) Loss or damage arising from the **Insured Car** being filled with the wrong fuel, lack of lubricant or from the use of substandard fuel, lubricant or parts;

(o) Loss or accidental damage arising from theft or any attempted theft whilst the ignition keys or any device of similar function have been left in or on the **Insured Car**;

(p) The cost of importing parts or accessories from outside the European Union or UK.

Section 3: Travelling abroad

What is covered

Full Policy cover outside the Territorial Limits

The **Insurer** will provide the full cover as shown on the current **Schedule of Insurance** for up to a maximum period of 60 days to enable **You** or a **Permitted Driver** to drive and use the **Insured Car** in any country which the European Commission approves as meeting the requirements of Article 8 (1) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (number 209/103/EC) or as amended.

Where this cover applies

Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden and Switzerland.

The cover provided by this section applies while the **Insured Car** is being transported (including loading and unloading) along a recognised sea, air or rail route between any of the countries shown provided the journey does not take longer than 65 hours under normal conditions. Cover in these countries is conditional upon **Your** main permanent residence being in the Republic of Ireland and the visit being only a temporary one.

Visits to any country not listed above must be notified in advance and if acceptable to **Your Insurer** a green card will be issued at a premium to be advised. If **You** do not notify **Your Insurer** or **Your Insurer** does not agree to extend the limits of the policy, no cover will apply.

If **You** make a valid claim for loss of or damage to the **Insured Car** the **Insurer** will pay the reasonable cost of transporting and delivering the **Insured Car** to **Your** address in the Republic of Ireland as shown in the current **Certificate of Motor Insurance** by sea and/or by a recognised land route when repair has been completed.

The **Insurer** will pay any customs duty for which **You** are liable on the **Insured Car** after it has been temporarily imported into any country visited by **You** and permitted by the **Insurer**, as the direct result of any loss or damage covered by this insurance.

Use of the **Insured Car** outside the **Territorial Limits** for periods in excess of 60 days must be notified in advance and cover may be provided at the discretion of **Your Insurer** and at a premium to be advised. If **You** fail to provide notification in advance of any trip and / or the **Insurer** does not agree to extend cover the only cover which will apply to the **Insured Car** will be the minimum legal requirements of the country in which the incident occurs.

You are advised to bring **Your** current **Certificate of Motor Insurance** with **You** when **You** travel and to ensure that all drivers have valid driving licences for the countries being visited.

Section 4: Glass Breakage

What is covered

The **Insurer** will pay the cost of replacing or repairing broken or damaged windscreens, windows or glass in the sunroof of the **Insured Car**, and scratches to the bodywork caused by the glass breaking. The amount is limited to €225 where the claim is not processed through the **AAI** Approved Repairer.

What is not covered

- (a) Any loss or damage caused by the breakage of glass in panoramic windscreens;
- (b) Any damage caused by wear and tear or negligence;
- (c) The extra cost of replacing non standard glass;
- (d) Damaged or broken mirror glass;
- (e) The cost of importing glass or parts for the **Insured Car** from outside the EU or UK.

Section 5: No claims discount

If no claim has been made during the current insurance year, the **Insurer** will include a discount in **Your** renewal premium. The amount of discount will be in accordance with the **Insurer's** scale of **No Claims Discount** applicable at the time of renewal.

SUBSECTION 1 – No Claims Discount

If a claim has been made or arisen under this insurance in the current insurance year **Your Insurer** will reduce **Your No Claims Discount** at next renewal to nil.

SUBSECTION 2 – Step Back No Claims Discount

If a claim has been made or arisen under this insurance in the current insurance year **Your Insurer** will reduce **Your No Claims Discount** at next renewal by the equivalent of three years on the scale.

SUBSECTION 3 – Protected No Claims Discount

If not more than one claim has been made or arisen under this insurance within a three year period prior to the renewal **Your Insurer** will not reduce **Your No Claims Discount**. Subsequent claims will be stepped back in accordance with Subsection 2 above.

SUBSECTION 4 - Claims that do not affect Your No Claim Discount

If the only incident/loss **You** incur is directly caused by:

- (a) Fire, theft or attempted theft – Section 2;
- (b) under Emergency Treatment – Section 1 Subsection 6;
- (c) under Fire Brigade Charges – Section 2;
- (d) under Glass Breakage – Section 4;
- (e) under Personal Belongings – Section 6 and caused directly by fire, theft or attempted theft;
- (f) under Medical Expenses – Section 6;
- (g) under Child Car Seats – Section 6 and caused directly by fire, theft or attempted theft;
- (h) under Misfuel – Section 6;
- (i) for incidents for which the **Insurer** obtains a full recovery of all payments made it will not count as a claim for the purposes of **No Claims Discount**.

If any claims occurring during the period of insurance have not been finalised at the time of calculating the renewal premium the **Insurer** will treat any such claim as a valid claim and will reduce the **No Claims Discount** applying. If the claim is subsequently settled without payment or within the limits of any **No Claims Discount** protection the **Insurer** will recalculate the **No Claims Discount** and will refund any excess premium to **You**. If any claim in the expiring period of insurance has been disregarded in calculation of the **No Claim Discount** shown in a renewal notice the **Insurer** may at its option treat such claim as having arisen during the period of insurance shown in the renewal notice.

Section 6: Additional benefits

SUBSECTION 1 - Personal Belongings

What is covered

The **Insurer** will pay **You** or if **You** so wish the owner of such personal belongings their value up to a total of €500 for any one occurrence in a period of insurance for loss of or damage to the personal belongings including portable satellite navigation equipment and mobile phones while in or on the Insured Car as a result of an

- (a) accident to the Insured Car; or
- (b) fire; or
- (c) theft or attempted theft following forcible entry whilst it is in the Insured Car.

What is not covered

- (a) **Money**, stamps, tickets, documents or securities;
- (b) Goods, tools or samples carried in connection with any trade or business;
- (c) **Property** insured under any other policy;
- (d) Personal belongings in the Insured Car if it is an open top or convertible vehicle whilst unattended unless the equipment has been placed in a locked covered boot or glove compartment;
- (e) Loss or damage to portable satellite navigation equipment or mobile phones caused by theft or attempted theft from the Insured Car whilst unattended unless the equipment has been placed in a locked covered boot or glove compartment.

Note: If cover on *Your* policy is Third Party Fire and Theft this subsection only applies in respect of loss or damage caused directly by fire, theft or attempted theft. (Please refer to the current *Schedule of Insurance*).

Did **You** know?

If **You** are a paid up **AA Member** at inception or last renewal of this policy the **Insurer** will increase the maximum amount payable under this subsection to €750.

SUBSECTION 2 - Courtesy Car

What is covered

Following an accident which gives rise to a valid claim under this policy the **Insurer** will provide **You** with the use of another car for up to 10 days while **Your** car is undergoing repair, subject to the repair being carried out by **Your Insurer's** approved repairer.

If **Your Insurer** instructs repairs to start, a standard courtesy car will be supplied during the period of the repairs. A standard courtesy car is a category 'A' vehicle, normally a small 3 door, 1 litre hatchback car.

What is not covered

A courtesy car is not available in respect of:

- (a) windscreen claims;
- (b) total loss claims;
- (c) accidents occurring outside the Republic of Ireland.

SUBSECTION 3 - Medical Expenses

What is covered

If any occupant of the Insured Car is injured in an accident involving the Insured Car, the **Insurer** will refund any medical expenses incurred up to €300 for each person injured. If this is the only payment made **Your No Claims Discount** will not be affected.

SUBSECTION 4 - Child Car Seats

What is covered

If **You** have a child car seat or booster seat fitted to the Insured Car, the **Insurer** will pay for the cost of replacement of the child seat or booster seat with one of a similar standard following an accident or damage caused by fire or theft.

What is not covered

- (a) Any amount exceeding €500 for each child car seat or booster seat claimed under this Subsection;
- (b) If the loss or damage is as a result of theft no payment will be made if there are no signs of forced entry to the **Insured Car**;
- (c) Any loss or damage if the seat or booster seat has not been fitted in accordance with the manufacturers specification.

SUBSECTION 5 - Car Sharing

What is covered

If **You** receive payment as part of a car sharing arrangement in respect of the carriage of passengers in the Insured Car it will not be considered Hire and Reward provided that

- (a) the arrangement is in respect of social or other similar purposes commuting to and from **Your** or **Your** passengers usual place of work;
- (b) the Insured Car is not constructed or adapted to carry more than eight passengers excluding the driver;
- (c) total payments for the journey do not involve an element of profit;
- (d) the passengers are not being carried as part of a business.

SUBSECTION 6 - Replacement Locks and Alarms

What is covered

The **Insurer** will pay up to €1,000 towards replacing and or recoding of locks, keys or similar devices and alarms of the Insured Car if the keys or similar devices are stolen from **Your** home.

What is not covered

The **Insurer** will not pay any claim where there is no sign of forcible entry and / or exit from **Your** home.

If **You** are a paid up **AA Member** at inception or last renewal of this policy the **Insurer** will increase the maximum amount payable under this section to €1,500.

SUBSECTION 7 - Misfuel

What is covered

If the cover shown on the current **Schedule** of Insurance is comprehensive the **Insurer** will pay the direct cost up to €500 to decontaminate the engine if the engine of the Insured Car is damaged or contaminated by the use of incorrect or substandard fuels.

What is not covered

Any claim in respect of replacement parts.

SUBSECTION 8 - AA Member driving other cars

If **Your** Certificate of Motor Insurance permits **You**, in addition to the cover provided under Section 1, and subject to the terms and conditions outlined in section 1 (subsection 5), the **Insurer** will give **You** cover as described under Section 2 to cover damage to any car **You** are driving under Paragraph 5(b) of **Your** current Certificate of Motor Insurance.

This cover will only apply if:

- the current **Schedule** of Insurance shows that **Your** cover is comprehensive;
- the current Certificate of Motor Insurance contains the 'driving other cars' item number 5(b);
- the engine of the car is less than 2500 cubic centimetres engine capacity;
- the value of the vehicle is no greater than €50,000;
- the loss or damage to the vehicle occurs in the Republic of Ireland;
- there is no other insurance policy in force which covers **You** to drive that car. Where such other cover exists no payment will be made under this comprehensive driving other cars extension irrespective of the cover applying on that other policy;
- the private car being driven does not belong to **Your Partner** unless a current Certificate of Motor Insurance has been issued and remains in force on such car.

This cover is only available if **You** are a paid up **AA Member** at inception or last renewal

General Exclusions

This insurance does not cover any accident, injury, loss, damage or liability or legal liability unless we must do so under road traffic legislation and subject to the provisions set out in the Consumer Contracts Act 2019 and any subsequent amending legislation:

(1) when the Insured Car is being driven by or is in the charge of for the purpose of being driven

by a person who is not a **Permitted Driver** or is being used for any purpose not specified in **Your** Certificate of Motor Insurance but the **Insurer** will cover **You** if:

- (a) the Insured Car is being used without **Your** consent; or
- (b) the Insured Car is in the custody or control of a member of the motor trade for service or repair.
- (2) when the Insured Car is being driven by or is in charge of for the purpose of being driven by a person who is not complying with any conditions attaching to their driving licence;
- (3) attaching as a result of an agreement or contract unless that liability would have otherwise existed;
- (4) arising outside the Territorial Limits other than as provided for in Section 3 Travelling Abroad.
- (5) directly or indirectly caused by
 - (a) ionising radiation or radioactive contamination from nuclear fuel or waste; or
 - (b) the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.
- (6) directly or indirectly arising from or caused by any of the following, regardless of any other contributory cause or event except as:
 - (a) war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportion of or amounting to an uprising, military or usurped power;
 - (b) any action taken in controlling, preventing, suppressing or in any way relating to (a) above;
 - (c) earthquake;
 - (d) riot or civil commotion.
- (7) when any Insured Car is being driven or used in or on that part of an aerodrome airport airfield or military base provided for
 - (a) the take-off or landing of aircraft and for the movement of aircraft on the surface;
 - (b) aircraft parking aprons including the associated service roads refuelling areas and ground equipment parking areas.
- (8) when the Insured Car is being driven or used
 - (a) for hiring, racing, competition, rallies, trials, (other than road safety rallies or treasure hunts); on derestricted toll roads (such as Nurburgring Nordschleife);
 - (b) for the carriage of passengers for hire or reward.
- (9) used for any purpose in connection with the motor trade.
- (10) arising from theft by deception or fraud of the Insured Car.
- (11) if stolen by a member of **Your** family or any person normally residing at **Your** address or with access to **Your** home.
- (12) in respect of any proceedings brought or judgment obtained in any court outside the Republic of Ireland unless such proceedings are brought or judgment obtained in the court of a foreign country arising out of the use of the Insured Car in that foreign country where the **Insurer** has agreed to extend this insurance to cover such foreign use.
- (13) loss or damage that is covered by any other insurance.
- (14) arising from acts of **Terrorism** except where the **Insurer** is required to provide cover under road traffic legislation.
- (15) Cyber Risks

We will not pay for the following except where it is necessary to meet the requirements of the relevant road traffic legislation, any liability arising directly or indirectly from or in connection with a Cyber Loss

For the purpose of this exclusion, Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly caused by, contributed to by, resulting from, arising out of, or in connection with, any Cyber Act including but not limited to any action taken in controlling, preventing, suppressing or remediating any Cyber Act. Cyber Act means a deliberate, unauthorised, malicious, negligent or criminal act or series of related deliberate, unauthorised, malicious, negligent or criminal acts, regardless of

time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer system.

Computer System means any computer hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

General Conditions

CONDITION 1 - General

The insurance described in this policy will only apply if

- (a) the person claiming has observed all the terms conditions and **Endorsements** of this policy;
(b) **You** have taken all reasonable steps to protect the Insured Car from any loss or damage. **You** must have also kept the Insured Car in a roadworthy condition and allow the **Insurer** free access to examine it at any reasonable time.

CONDITION 2 - Duty of Disclosure

You are under a duty to answer all the questions that have been asked honestly and with reasonable care. These questions are material in determining if we can accept this risk, what terms are applied and what premium is charged.

If **You** do not answer these questions honestly and with reasonable care, this could result in one or all of the following:

- The policy being cancelled or becoming void
- A claim being rejected
- A reduction in the amount paid on an otherwise valid claim
- Terms and **Conditions** being amended

Should the **Insurer** take any of these actions against **You**, **You** will be obliged to disclose this fact, if asked, on any future request when seeking a quotation and/or cover. This may affect **Your** ability to get insurance cover in the future.

CONDITION 3 - Mid-Term Alteration

If the cover under **Your** policy is altered during any period of Insurance, **Your Insurer** will recalculate **Your** premium. This may result in an additional premium due to **Your Insurer**, or a return premium due to **You**. **Your Insurer** will only charge or refund a premium provided the amount is greater than or equal to **Your Insurer's** minimum additional or refund premium as detailed in **Your** Reasons Why Statement or **Your** current **Schedule of Insurance**.

A premium transaction charge may be applied to all such alterations, as detailed in **Your** current **Schedule of Insurance**. Where applicable, the premium transaction charge will be added to any additional premium due to **Your Insurer**, or deducted from any return premium due to **You**.

CONDITION 4 - Cancellation

Please note that if **You** cancel **Your** car insurance policy or it is cancelled by **AAI** or **Your Insurer** for any reason then all policy benefits shall automatically be cancelled on the same date. Any cancellation by **You**, the **Insurer** or **AAI** will not affect any rights and responsibilities arising before cancellation takes place. If **You** cancel **Your** policy we will only refund a premium provided the amount is greater than or equal to the minimum refund premium as detailed in **Your** current **Schedule of Insurance** or Reasons Why Statement.

A premium transaction charge or fixed expense may be deducted from any refund due following cancellation of this policy, as detailed in **Your** Reasons Why Statement or **Your** current **Schedule of Insurance**. If the policy is cancelled for any reason by **You**, **AAI** or **Your Insurer** no refund of premium will be made if the current **Certificate of Motor Insurance** has not been returned to and received by **AAI** or **Your Insurer**.

By You

If **You** need to cancel **Your Policy** contact **AAI** on 01 6179950 or write to AA Ireland, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02. In all cases the **Certificate of Motor Insurance** and insurance disc must be returned to **AAI**. The policy will be cancelled effective from the date of receipt of the **Certificate of Motor Insurance** and disc or the date specified by **You** whichever is later.

When **AAI** receives **Your** insurance disc and **Certificate of Motor Insurance**, **Your Insurer** will calculate a refund on the following basis.

- (a) If **You** have had continuous cover for more than 12 months, **Your Insurer** will calculate the amount of premium for the period **You** have been **Insured** and will refund any balance after any transaction charge or fixed expense has been deducted;
- (b) If **You** cancel during **Your Cooling off Period**, **Your Insurer** will refund **You** the full premium providing no claims have been made on **Your** policy;
- (c) If **You** cancel outside of **Your** cooling off period and if **You** have made a claim or there has been an incident that is likely to result in a claim being made, **Your Insurer** may withhold any refund due to **You**.

If **You** have chosen to pay **Your** annual premium by AA instalments **You** must continue to pay **Your** monthly Direct Debit. Any return of premium due will be based on a pro rata calculation. **Your Insurer** reserves the right to request full payment of any outstanding premium prior to any claim being paid.

By AA or Your Insurer - AA Instalment Defaults

If **You** are paying by instalments **You** irrevocably authorise **AAI** or **Your Insurer** at their discretion to cancel this insurance following and in accordance with any default notice sent to **You**. The policy will only be cancelled after sending 10 days written notice to **Your** last known address. **You** also irrevocably authorise **AAI** to receive any refund of premium from the **Insurer** and pass this refund on to **You**.

Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, the **Insurer** may not provide any refund as a result of cancellation, if this occurs **You** must pay the total amount owed to **AAI**.

By AA or Your Insurer - Insurer Instalment Defaults

If **You** are paying by instalments **You** irrevocably authorise **AAI** or **Your Insurer** at their discretion to cancel this insurance following and in accordance with any default notice sent to **You**. The policy will only be canceled after sending 10 days written notice to the address shown on **Your Certificate of Motor Insurance**. **Your Insurer** will calculate the cost of providing the cover and service up to the cancellation date and any return premium due will be paid to **You**. Please note **You** must pay the sum **You** owe **Your Insurer** in full for the cover and service provided up to the cancellation date as shown in the default notice. Please note, where a claim has arisen under this insurance and the policy is canceled under this paragraph, **Your Insurer** may withhold any refund due as a result of the cancellation, if this occurs **You** must pay the sum **You** owe **Your Insurer** contained in the default notice in full.

Other

The **Insurer** may cancel this insurance by sending 10 days written notice to the address shown on the current **Certificate of Motor Insurance** and provided that:

- (a) cancellation is not due to a false declaration or fraud; and
- (b) all instalment payments are fully up to date;

then the portion of the premium for the unexpired period of insurance at the date of cancellation will be paid to **You**. If **You** pay **Your** premium by instalments **You** authorise **AAI** to receive any refund of premium from the **Insurer** and apply it to pay or reduce any sums owed to **AAI**. Any residual balance of return premium remaining after these deductions will be paid to **You**.

CONDITION 5 - Making a Claim

- (a) When an accident injury loss or damage occurs **You** or **Your** legal representative or any person claiming the benefit of this insurance must:
- (i) notify **AAI** by calling AA Claims Assist as soon as reasonably possible giving full details as may be required by **AAI**;
 - (ii) if requested by **AAI** or the **Insurer**, fill in a claim form and send it to the address on the claim form as soon as reasonably possible, enclosing all information and documents requested;
 - (iii) if requested by the **Insurer** confirm proof of **No Claims Discount** entitlement if previously unproven by producing written evidence from **Your** previous insurance company;
 - (iv) send to the **Insurer**, unanswered, any letter claim writ or summons immediately after it is received;
 - (v) tell the **Insurer** immediately after receipt of notification of a prosecution coroner's inquest or fatal accident enquiry or any other proceedings whether criminal or civil in connection with any accident for which there may be liability under this insurance;
 - (vi) not make any admission, offer, repudiation or promise of payment without the **Insurer's** written consent;
 - (vii) where the **Insurer** has declared the **Insured Car** to be a total loss or beyond economical repair, if requested by the **Insurer**, provide the keys of the **Insured Car** and documents including the registration document, NCT certificate (if applicable), receipt and servicing documents and any other documents necessary to deal with **Your** claim. Where these cannot be produced the value of **Your** claim may be reduced.
- (b) The **Insurer** will be entitled to take over and conduct at the **Insurer's** expense in **Your** name or in the name of any other person **Insured** by this policy:
- (i) the negotiation defence or settlement of any claim;
 - (ii) legal proceedings to recover for the **Insurer's** own benefit any payments made under this insurance. **You** or any other person covered by this insurance must give the **Insurer** all documentation, help and information they may need;
- (c) If at the time a valid claim is made under this insurance there is another insurance policy in force covering the same claim the **Insurer** will pay only their proportionate share of the claim.
- (d) If the law of any country in which this insurance operates obliges the **Insurer** to pay a claim which would not otherwise be within the scope of this insurance the **Insurer** is entitled to recover the amount from **You** or the person who incurred the liability.
- (e) If **You** or any person claiming indemnity under this policy make(s) a claim which is at all false, fraudulent or exaggerated, or support a claim with any false or fraudulent statement or documents, **You** will lose all premiums **You** have paid for this policy and **Your** policy will be cancelled. In addition, the **Insurer** may recover any sums already paid by way of benefit under such claim and **You** will lose all rights to pursue the claim. If **You** fraudulently provided false information, statements or documents the **Insurer** may record this on the anti-fraud databases and the **Insurer** may also notify other organisations.

The **Insurer** may take over and carry out in **Your** name (or the name of any **Permitted Driver**) legal proceedings to defend or settle any claim, or prosecute in **Your** name (or the name of any **Permitted Driver**) a claim for the **Insurer's** benefit, where permitted by law to do so. The **Insurer** will decide how any such proceedings are carried out or how any such claim is settled. Please note that we may not accept any claims where **Your** policy excludes any liability which is implied by agreement, or where **You** have entered such an agreement which limits **Your** rights to recover damages and/or costs from any person in relation to any incident covered by this insurance.

CONDITION 6 - Arbitration

Arbitration - Any dispute between **You** and **Your Insurer** (about **Your Insurer** liability over a claim or the amount to be paid, where the amount of the claim is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by **You** and **Your**

Insurer. If **You** and **Your Insurer** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. **Your Insurer** may not refer the dispute to arbitration without **Your** consent where the amount of the claim is less than €5,000. If **You** do not refer such a dispute to arbitration within 12 months, **Your Insurer** will treat the claim as abandoned

CONDITION 7 - Applicable Language

The terms and conditions and all other information concerning this insurance are supplied in the English language and the **Insurer** undertakes to communicate in this language for the duration of the policy.

CONDITION 8 - Drink or Drugs

Your Insurer will not be liable under this policy except so far as is required by compulsory road traffic legislation, if as a result of the incident giving rise to the claim the person driving or in charge of the vehicle is convicted of or has a fixed penalty imposed for any offence. Where such a payment has been made prior to the conviction or imposition of a penalty for such offence, **Your Insurer** reserves the right to recover that payment and any expenses incurred in the handling of any claim payment from **You**.

CONDITION 9 - Financial or Trade Sanctions

The **Insurer** shall not be deemed to provide cover and shall not be liable to provide indemnity, payment or any benefit hereunder to the extent that the provision of such cover, indemnity, payment or any benefit would breach any sanction (including economic, financial or trade sanctions), prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United States of America and/or any other applicable national economic or trade sanction law or regulations.

Keeping Your policy up to date

You are obliged to notify us immediately if any of the following occur:

- If **You** or any driver receive penalty points,
- If **You** or any driver receive or have any prosecutions pending for any offence of any nature or have been suspended from driving,
- If the use of **Your** vehicle has changed e.g. **You** intend using it for business use,
- If the vehicle has been modified beyond the manufacturer's standard specification,
- If **You** are changing vehicle or adding/deleting named drivers,
- If **You** or a named driver change occupation,
- If there are any changes to the current and valid driving licence, which each driver is required to hold, to drive in the Republic of Ireland,
- If the permanent residency of the Main Driver/policyholder changes,
- If there is any change in the address at which the car is normally parked at overnight,
- If **You** or any driver have been declared unfit to drive by the National Driving Licence Service or are advised not to driver by a doctor,
- If there is any change affecting ownership or the Main Driver of the car, for example **You** must let us know immediately, if at any time, during the period of insurance
 - (a) the Main Driver of the car on cover under this policy changes
 - (b) if **You** become the main driver of another vehicle or
 - (c) if **You** are given full time access to a company vehicle.

If **You** don't give us full and correct information, or tell us about the above changes, your **Insurer** may use the remedies available to them, including any remedies under the Consumer Insurance Contracts Act 2019 (and any subsequent amending legislation) including the remedy to cancel the contract, reject a claim or to limit the amount they pay in the event of a claim.

Customer services feedback & helpline

Customer services feedback and helpline - **01 617 9950**

9.00am - 6.00pm Monday to Friday

For advice, questions and feedback - please talk to us. **We'd** like to know what **You** think about the service we give **You**. Please let us know if **You** have any suggestions or feedback for us.

If **You** need to complain

We hope **You'll** be completely happy with **Your** AA Car Insurance. But if something does go wrong, we'd like to know about it. **We'll** do our best to straighten it out for **You** and to make sure it doesn't happen again.

- (a) If **Your** complaint is about AA Insurance

There are several ways **You** can contact us.

01 617 9950

The Quality and Compliance Manager, AA Ireland, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02

We'll acknowledge **Your** complaint within 5 working days. If we can't respond fully then, we'll tell **You** who is dealing with it and when **You'll** hear from them. **We'll** do our best to respond fully within 4 weeks. And if this isn't possible, we'll tell **You** why and when **You** can expect a full response.

- (b) If **Your** complaint is about **Your Insurer**

You need to contact them directly. It's best to write to the Customer Services Manager/ Complaints Manager, and the address will be on **Your** current **Certificate of Motor Insurance**. **We're** always on hand to pass **Your** complaint on to **Your Insurer**, and also provide **You** with any support if **You** need our help.

If **You** remain dissatisfied with the final response to **Your** complaint, **You** may contact the following organisation:

The Financial Services and Pensions Ombudsman

Lincoln House, Lincoln Place, Dublin 2, D02 VH29

Phone: 01 567 7000

Email: info@fspo.ie

Website: <http://www.fspo.ie>

You will not lose your right to take legal action if you contact the Financial Services and Pensions Ombudsman.

Please make sure **You** always quote **Your** policy number from **Your Certificate of Motor Insurance** or **Schedule of Insurance**. This complaints procedure doesn't affect **Your** statutory rights.

If **You** need to make a claim

If **You** have an accident

- Try to keep calm and don't admit fault;
- Stop **Your** car and keep it at the scene of the accident for a reasonable time;
- However, to avoid obstruction and danger to other road users, the positions of the vehicles should be marked and the vehicles moved off the actual carriageway as quickly as possible;
- Any driver must, if requested, give
 - (c) his/her name and address;
 - (d) the name and address of the vehicle owner;
 - (e) the vehicle registration number;
 - (f) evidence of Insurance to a Garda, or if no Garda is present, to anyone present who was involved in or affected by the accident;

- (g) in any other case the information must be given, if requested, to an independent witness.
- Where a person or persons are injured, the accident must be reported at the nearest Garda Station if no Garda is present at the scene of the accident;
- Where damage to property only is involved it is not necessary to report the accident at a Garda Station provided the driver gives necessary particulars as b) above to the person whose property has been damaged;
- Report the accident to AA Claims Assist on 0818 467 101 (open 24 hours).

If *You* need to claim

- First check ***Your*** policy and insurance certificate carefully to make sure that ***Your*** claim is valid;
- Then phone AA Claims Assist as soon as possible. We'll tell ***You*** what ***You*** need to do next;
- ***You*** may be required to fill in a claim form. If so, fill it in fully and send it to the address on the claim form as soon as ***You*** can. Please remember to enclose all the information and documents ***You've*** been asked for **AA Claims Assist, 0818 467 101** - 24 hours a day 365 days a year.

Please remember that ***You'll*** need the policy number from ***Your*** certificate, disc or ***Schedule Of Insurance*** each time ***You*** contact us.

Using Your personal information - Data Protection Summary

AA Ireland Limited trading as AA Insurance is part of The AA group of companies. A list of the companies within the AA Group can be obtained from the Secretary, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02.

AA Ireland will use ***Your*** personal information for the provision of insurance services and related matters such as complaint handling, detection of fraud and statistical analyses. Information we receive or hold on ***You*** as an AA customer may be used to generate an insurance quote. If providing us with information for any other person named on ***Your*** quotation or policy, it is important that they have agreed to their personal information being provided to us and ***You*** agree that ***You*** will bring this information to their attention at the earliest opportunity. The table overleaf describes the purpose of using ***Your*** personal data and the legal basis for doing this.

PURPOSE	LEGAL BASIS
To provide <i>You</i> with a quote for insurance, and insurance cover if <i>You</i> buy the policy	Processing is necessary for the performance of a contract or in order to take steps at <i>Your</i> request prior to entering into a contract
To manage and administer <i>Your</i> insurance contract	Processing is necessary for the performance of a contract
To make and receive payments in relation to <i>Your</i> policy	Processing is necessary for the performance of a contract
To manage and investigate complaints	Processing is necessary for the performance of a contract or in order to take steps at <i>Your</i> request prior to entering into a contract
	Processing is necessary for compliance with a legal obligation

For statistical analyses, market research, customer satisfaction surveys and data analytics including profiling	Processing is necessary for the purposes of our legitimate interests. This is for the improvement of AA's processes, products and services
To store and make back-ups of Your data for disaster recovery purposes	Processing is necessary for compliance with a legal obligation
To comply with laws and regulations	Processing is necessary for compliance with a legal obligation
To detect and prevent fraud and other offences and to assist An Garda Síochána with investigations	Processing is necessary for the purposes of our legitimate interests. This is to investigate and prevent potential fraudulent or other illegal activity

How else do we collect personal information about **You**?

The majority of the personal information we collect is received directly from **You**. **We** may also receive information from other people or companies such as -

- Vehicle history check/suppliers
- Through a database to determine address based risk factors (geocoding)
- Publicly available information (e.g. online)
- **Your Insurer**, after the contract of insurance is in place (e.g. in the event of a claim)

What are **Your** rights over **Your** data that is held by AA?

As a data subject **You** have the right to -

- Access the personal data that we hold on **You**
- Have inaccurate information about **You** corrected
- Have **Your** personal data erased. This applies in specific situations
- Withdraw **Your** consent for the processing of personal data
- Data portability which means **You** can request the personal data **You** provided to us, including requesting we send this to another company or person
- Restricting the processing of **Your** personal data

If **You** would like to request any of the above, please email **Your** request to compliance@theaa.ie or write to AA Ireland, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02.

How can **You** raise a complaint?

If **You** wish to raise a complaint on how we have handled **Your** personal data, please contact our Data Protection Officer by email, compliance@theaa.ie or in writing to AA Ireland, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02. Alternatively **You** can lodge a complaint with the Office of the Data Protection Commissioner, Canal House, Station Road, Portarlington, Co Laois, R32 AP23. **Our** Product Providers may subscribe to industry databasess for fraud prevention purposes. **Your** personal details may be passed to industry databases to request information about **You** and **Your** claims history and/or to share information about **You** and **Your** claims history with other insurance companies.

This is a summary of the AA Ireland Data Protection Statement. If **You** would like more detailed information please go to theaa.ie and click the link "Privacy **Policy**". Data protection queries or requests can be sent to compliance@theaa.ie or in writing to The Data Protection Officer, 2nd Floor, 20 on Hatch, Hatch Street Lower, Dublin 2, D02 XH02



**AA Ireland Ltd
2nd Floor,
20 on Hatch,
Hatch Street Lower,
Dublin 2,
D02 XH02**

**0818 227 228
www.theAA.ie**