



Drivers Accident Protection Plan Group Policy

This policy wording, the schedule and any endorsements, set out the terms of the contract between the **policyholder** and AmTrust International Underwriters DAC

If the premium is paid as agreed **we**, AmTrust International Underwriters DAC, will provide the insurance set out in this group policy to **insureds** and **insured persons** included under this group policy.

This insurance is arranged and administered by Arc Legal Assistance Limited accordance with the authority granted under a binding authority agreement and is underwritten AmTrust International Underwriters Designated Activity Company, registered in Ireland (number 169384) at 6-8 College Green, Dublin 2, D02 VP48, authorised and regulated by the Central Bank of Ireland with reference Number C33525.

It is the **policyholders** responsibility to ensure that **insured persons** are given full details of this group policy and that the **insured person** agree to observe, fulfil and comply with the terms and conditions which apply.

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.

Scope of Cover

If included in this insurance an **insured person** sustains an **accidental bodily injury** during the **time of cover**, the **period of insurance** and **geographical limits**, that 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 Table.

Definitions

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

Accident/Accidental

A sudden and unexpected event which happens by chance and causes **bodily injury** or death, during the **time of cover** and **period of insurance**.

Bodily Injury

A physical injury incurred during the **time of cover** and **period of insurance**, resulting solely and independently from an **accident** which within 12 months from the date of the **accident** results in the **insured person's** death, **loss of limbs** or **loss of sight**, **hospitalisation** or a **fracture**.

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 in the Benefit Table.

Child

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

Fracture

A complete break in the full thickness of the bone.



Hospital

An institution with the means for diagnostics and surgery and staffed by **medical practitioners** 24 hours a day. It does not include a long-term nursing home, a geriatric or a convalescence home or an extended care facility.

Hospitalisation

An overnight stay as an in-patient in a **hospital**.

Insured

Any person to whom a valid motor policy schedule or certificate has been issued for the **insured vehicle** by the **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 valid motor policy and 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

For the policyholder

For the period stated in the schedule

For an Insured and Insured person

12 months, commencing from the start date of the motor insurance policy insuring the **insured vehicle** provided that this is within the period of insurance stated in the schedule for the **policyholder**.

Policyholder

AA Ireland Limited trading as AA Insurance.



Osteoporosis

The thinning of the bone out of proportion to age resulting in bones that are unable to withstand normal stresses.

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

AmTrust International Underwriters DAC, the insurer.

Benefit Table

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 Benefit Table. If an **insured** person is aged over 80 years of age, all benefits shall be halved.

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 1-3.

Upon the payment of a claim under items 1-3 cover will stop in respect of the **insured person** for whom such payment is made.



Exclusions

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

- a. **war** or any act of **terrorism**;
- b. suicide or attempted suicide or intentional self-inflicted injuries;
- c. an **insured person** suffering sickness or disease not resulting from **accidental bodily injury** occurring during the **time of cover** and **period of insurance**;
- d. an **insured person**, in charge of the **insured vehicle**, having blood/urine alcohol level above the legal limit stated in the relevant Road Traffic Act at the time of the **accident**;
- e. an **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. an **insured person** taking a drug to treat drug addiction;
- g. participation in any kind of race or competition;
- 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/or certificate of motor 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**;
- 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 they suffered **bodily injury**;
- n. physical or mental conditions or disabilities which the **insured person** suffered from prior to the **accident**;
- o. an **insured person** committing or attempting to commit an illegal act;
- p. 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;

How to make a claim

In the event of a claim under this group policy, it should be notified as soon as is reasonably possible and in any event within 90 days of the occurrence giving rise to a claim.

To make a claim under this Personal Accident cover, the **insured person** should contact the **policyholder** in writing or by telephone in the first instance:

AA Ireland
20-21 South William Street
Dublin 2
D02 XE77
Tel: 01 674 0446 (9am-6pm Mon-Fri, 10am-3pm Sat)
Email: service@theaa.ie



Claim settlement conditions

1. Claimants must tell the **policyholder** (who will tell **us**) as soon as is reasonably possible after any **accident** which may give rise to a claim under this group policy.
2. Claimants must fully complete and sign a claim form.
3. Claimants must provide at their own expense, any medical certificates, **accident** reports and other reasonable evidence to support the claim.
4. The **insured person** must as early as possible place them self under the care of a duly qualified **medical practitioner**.
5. The **insured person**, or their representative in the event of their death, must give **us** permission to obtain medical reports or records from any **medical practitioner** who has treated the **insured person**.
6. If required, an **insured person** must undergo as many medical examinations in connection with a claim as required by **us**, at **our** own expense.

Failure to meet the obligations above could result in a claim being rejected or a reduction in the amount **we** pay.
7. **We** will pay relevant benefits to the **insured person**, except
 - a. where that person is a **child** in which case the benefit will be paid to the **child's** parents or legal guardian
 - b. where the **insured person** has suffered an **accidental** death, in which case the benefits will be paid to the executor/ administrator of their estate.
8. **We** will not pay interest on any claim payment.
9. If **we** have paid a claim under this group policy, and the **insured person** has accepted that payment, **we** will not have to make any further payments for the same claim.

Failure to Comply with Policy Conditions

If the **policyholder** or an **insured person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this policy, it may prejudice an **insured person's** position to recover any claim under this policy.

Fraud

If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the **insured person** or anyone acting on their behalf, all benefits payable under this group policy shall be forfeited for that **insured person**.

Sanctions

We shall not be deemed to provide cover nor shall be liable to pay any claim or provide any benefit under this group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America.



Service Disruption

In the event of a service disruption at the **policyholder** that prevents the **policyholder** from issuing a renewal certificate for the motor insurance to the **insured**, cover will automatically be provided for an additional 45 consecutive days commencing from the end of the **period of insurance** for the insured or until such time the **policyholder** issues the renewal certificate, whichever is the sooner.

Misrepresentation

In deciding to accept this group policy and in setting the terms and premium, **we** have relied on the information given to **us**. The **policyholder** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If we establish that **we** have been deliberately or recklessly provided with false or misleading information **we** will treat this group policy as if it never existed and decline all claims.

If **we** establish that **we** have been carelessly provided with false or misleading information it could adversely affect this policy and any claim. For example, we may:

- treat this group policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by the carelessness;
- reduce the amount **we** pay on a claim in the proportion to the premium paid bears to the premium **we** would have charged; or
- cancel this policy in accordance with the right to cancel condition below.

If the **policyholder** become aware that information given to **us** is inaccurate, **we** must be informed as soon as practicable.

Trust Assignment or Assignment

We will not automatically accept or be affected by notice of any trust assignment or other transfer which relates to this policy or the cover provided.

Cancelling the group policy

By the insured or an insured person

An **Insured or insured person** has no rights to cancel the group policy held by the **policyholder**, only the right not to be included.

If the **insured** decides that for any reason, this cover does not meet their insurance needs then they should return the documentation issued to them to the **policyholder** within 14 days from the day of purchase or the day on which they receive the documentation, whichever is the later. On the condition that no claims have been made or are not pending, the premium will be refunded in full.

If the **insured** wishes to cancel their inclusion after 14 days, they will be entitled to a pro-rata return of premiums paid. The **policyholder** is responsible for returning any premium to the **insured**.

By the policyholder or us

This group policy may be cancelled by the **policyholder** by giving **us** thirty days' written notice by recorded delivery. **We** shall return any unused portion of the premium paid by the **policyholder**.

The group policy may be cancelled by **us** by giving the **policyholder** thirty days' written notice by recorded delivery to the last known address of the **policyholder**. **We** shall return any unused portion of the premium paid by the **policyholder**. The calculation of the unused portion of the



premium shall be made as soon as practicable after written notice of cancellation has been given to the **policyholder** but **our** failure to provide details to the **policyholder** of the unused portion of the premium in the notice of cancellation shall not affect the validity of such notice.

This policy may be cancelled by **us** for non-payment of premium by giving the **policyholder** seven days' written notice by recorded delivery to the last known address of the **policyholder**.

It is the responsibility of the **policyholder** to notify **insured's** that the policy has been cancelled and to return any unused premium to them if the premium has been paid by them.

We shall not be bound to accept the renewal of any insurance provided under this agreement and may at any time cancel any insurance document by giving 30 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 (where applicable) but are not limited to:

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

Start and finish of cover for an insured and insured person

The cover for an **insured** and **insured persons** will begin once they are included in this insurance through the process operated by the **policyholder** at the commencement of this agreement.

Cover will end on the happening of the earliest of the following:

- a. the end of the period for which premium is paid to **us** (unless this is due to a mistake by the **policyholder**);
- b. the cancellation of this policy by the **policyholder** or **us** (please see the Cancellation section above for further details);
- c. an **insured** notifying the **policyholder** that they wish to cancel their cover.
- e. an **Insured person** dying (although a claim for that person can be submitted if it is believed that the death is covered under the terms of the policy);
- f. the end of the period of cover for the **insured** is reached or in the case of a service disruption, the end of the 45 day extension period is reached.

How to make a complaint

It is the intention to give **insured persons** 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 process below:

Complaints related to servicing of the policy

If an **insured person** would like to make a complaint about the servicing of this insurance cover, they should write or speak to the **policyholder**:

AA Ireland
20-21 South William Street
Dublin 2
D02 XE77
Tel: 01 674 0446 (9am-6pm Mon-Fri, 10am-3pm Sat)
Email: service@theaa.ie



The complaints process is designed to ensure the **insured person's** complaint is addressed but if the **insured person** is not satisfied with the outcome of the Policyholders investigation or how they have dealt with the complaint, the **insured person** may refer their case to the Financial Services and Pensions Ombudsman (contact details at the end of this section).

Complaints related to claims

If the **insured person** wishes to make a complaint about a claim please contact **us** using the below details. In all correspondence please quote "AA Ireland".

AmTrust International Underwriters DAC Complaints
Complaints Manager
AmTrust International Underwriters DAC
6-8 College Green
Dublin 2
Ireland

Telephone: +353 1 775 2900

E-mail: dublinclaims@amtrustgroup.com

We will acknowledge the complaint within 5 business days of receiving it, keeping the complainant informed of progress and do **our** best to resolve the matter to their satisfaction within 4 weeks. If **we** are not able to resolve the complaint satisfactorily the complainant may take the complaint to the Financial Services and Pensions Ombudsman:

The above complaints procedure is in addition to the **insured person's** statutory rights as a consumer. Following this complaints procedure does not affect the right to take legal action against **us**.



Privacy and data protection notice

Data protection

AmTrust International Underwriters Designated Activity Company (as the Data Controller) is committed to protecting and respecting privacy of persons covered under this insurance policy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process personal data, for more information please visit **our** website at www.amtrustinternationalunderwriters.ie

How we may use personal data and whom we share it with

We may use the personal data **we** hold about **insured persons** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), for offering renewal terms, research or statistical purposes and to provide **insured persons** with information relating to this insurance. **We** will also use this data to safeguard against fraud terrorist financing and money laundering and to meet **our** general legal or regulatory obligations. If consented to do so, **we** may offer products or services that **we** feel may be of interest.

Sensitive personal data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our notice.

Disclosure of personal data

We may disclose personal data held by **us** relating to **insured persons** to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include (but are not limited to) **our** group companies, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

International transfers of data

We may transfer personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

Rights of covered persons

The **insured** and **insured persons** have the right to ask **us** not to process data for marketing purposes. **Insured persons** can ask to see a copy of the personal information **we** hold about them and to have their data deleted (subject to certain exemptions), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data, or to ask **us** to provide a copy of the data to any data controller and to lodge a complaint with the local data protection authority.

Retention

Personal data will not be retained for longer than is necessary, and will be managed in accordance with our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with the **Insured**, unless we are required to retain the data for a longer period due to business, legal or regulatory requirements.



If you have any questions concerning our use of personal data, please **The Data Protection Officer, AmTrust International Underwriters DAC, 6-8 College Row, Dublin 2 - please see Our website for full address details.**

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.

Insurance Act 1936 (or future amendments thereto)

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

Stamp Duties Consolidation Act 1999 (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.

Insurance Compensation Fund

AmTrust International Underwriters DAC is a member of the Insurance Compensation Fund. Further information about the fund is available here:

<https://www.centralbank.ie/regulation/industry-market-sectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund>

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Arc Legal Assistance Limited,
The Gatehouse, Lodge Park, Lodge Lane, Colchester,
CO4 5NE. United Kingdom
Registered in England and Wales with Company Number: 4672894.
Arc Legal Assistance Limited is authorised and regulated in the UK
by the Financial Conduct Authority Number: 307332.