

# Drivers Accident Protection Plan Policy

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

This insurance is administered by Arc Legal Assistance Limited & underwritten by AmTrust Europe Limited, registered in England number 1229676 at Market Square House, St James's Street, Nottingham NG1 6FG.

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

AmTrust Europe Limited is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in the UK. The conduct of AmTrust Europe Limited is subject to the supervision of the Central Bank of Ireland's and shall be in accordance with 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 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**.

### 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 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 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 Europe Limited, the insurer.

## Benefit Table

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

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

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.

## 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. 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 relevant Road Traffic Act at the time of the **accident**;
- 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. the **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 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**;
- 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 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 AA Ireland 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](mailto:service@theaa.ie)

## Claim settlement conditions

1. Claimants must do the following:
  - a. tell **us** in writing as soon as is reasonably possible after any **accident** which may give rise to a claim under the policy
  - b. fully complete and sign a claim form
  - c. provide at **your** own expense, any medical certificates, **accident** reports and other reasonable evidence to support the claim.
2. 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 them.

3. If required, an **insured person** must undergo as many medical examinations in connection with a claim as required by the insurer, at the insurer's expense.
4. **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.
5. **We** will not pay interest on any claim payment.
6. 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.

## 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 benefit under the policy shall be forfeited.

## Sanctions

The insurer shall not be deemed to provide cover nor shall be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the insurer 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.

## Misrepresentation

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

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

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

- treat this 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 **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of your insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with the right to cancel condition below.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform the plan administrator as soon as practicable.

## Cancelling the policy

If the **insured person** 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 person** wishes to cancel their policy after 14 days, they will be entitled to a pro-rata return of premiums paid.

**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 person** 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. Non-compliance with policy terms and conditions
- d. The **insured person** has not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

## How to make a complaint

It is the intention to give the **insured person** 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 the sale of the policy

If the **insured person** would like to make a complaint about the sale of this cover, they should write to:

#### **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](mailto:service@theaa.ie)

The AA 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 AA's investigation or how they have dealt with the complaint, the **insured person** may refer their case to the Financial Ombudsman Services and/or 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 the insurer handler using the below details. In all correspondence please quote AA Ireland.

AmTrust Europe Complaints  
AmTrust Europe Limited  
Market Square House  
St. James's Street  
Nottingham  
NG1 6FG  
Tel: +44 (0) 115 934 9852  
Email: [complaints@amtrusteu.co.uk](mailto:complaints@amtrusteu.co.uk)

**We** will acknowledge the complaint within 5 business days of receiving it, keeping **you** informed of progress and do **our** best to resolve the matter to **your** satisfaction within 40 days. If **we** are not able to resolve the complaint satisfactorily **you** may take **your** complaint to the Financial Ombudsman Services and/or Financial Services and Pensions Ombudsman:

### UK Financial Ombudsman Services

Exchange Tower  
Harbour Exchange Square  
London E14 9SR  
Telephone: +44 (0) 207 964 1000  
Fax number: +44 (0) 207 964 1001  
Email: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Financial Services and Pensions Ombudsman

Lincoln House  
Lincoln Place  
Dublin 2, D02 VH29  
LoCall: 1890 88 20 90  
Tel: +353 1 567 7000  
Email: [info@fspo.ie](mailto:info@fspo.ie)

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

# Privacy and data protection notice

## Data protection

AmTrust Europe Limited (the Data Controller) is committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit **our** website at [www.amtrustinternational.com](http://www.amtrustinternational.com).

## How we use your personal data and who we share it with

**We** may use the personal data **we** hold about **you** 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 **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

## 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 your personal data

**We** may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These include **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 **your** personal data to destinations outside the European Economic Area ("EEA"). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with the Legislation.

## Your rights

**You** have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

## Retention

**Your** 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 **you**, 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 **your** personal data, please contact The Data Protection Officer, AmTrust International - please visit [www.amtrustinternational.com](http://www.amtrustinternational.com) 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 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.

## **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 Europe Limited is covered by the Financial Services Compensation scheme (FSCS). Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone (+44) 0207 741 4100.

**Note:** If the **insured person's** Car Insurance Policy was incepted or last renewed before 1st July 2018 please contact [service@theaa.ie](mailto:service@theaa.ie) requesting a copy of the Drivers Accident Protection Plan Master Policy effective at that time.