

Policy Booklet

Car Insurance

AA

Useful Phone Numbers

AA Rescue **1800 66 77 88**

AA Membership **01 617 99 99**

Claims **1890 467 100** (24 hours a day, 365 days a year)

Claims outside ROI **+353 1 617 9448**

Other AA services available:



Home Insurance



Membership



Travel Insurance



Roadwatch



Route Planner



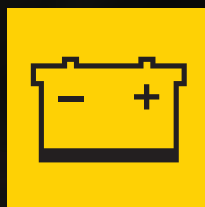
Vehicle Inspections



Fuel Assist



European Breakdown
Cover



Battery Assist

For more information visit theAA.ie



Please look out for the "Here to Help" mark. It will help you find your way around our policy document and let you know about information

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ABOUT YOUR POLICY

Insurance has been effected between an insurance company and you the insured.

The information and statements provided by you have been relied upon by the Insurer in entering into this insurance. Such information and statements together with this policy document, the statement of fact or proposal form, schedule of insurance, and the certificate of motor insurance and any endorsements must be read as a whole as they constitute the legally binding contract of insurance between you and the insurer.

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.

Remember to check the policy exclusions, conditions and restrictions under each section and also the general exclusions and conditions which apply to the whole policy.

All monies which become or may become due and payable by the Insurers under this policy shall be payable and paid in the Republic of Ireland. All monies referred to and/or due under this policy are expressed in and are payable in Euro. All premiums are subject to Government levy and/or contribution where applicable. Stamp Duty has been or will be paid by the Insurer in accordance with Section 5 of the Stamp Duties Consolidation Act 1999 (as amended).

For and on behalf of the Insurer



Brendan Nevin
Chief Executive,
AA Ireland Limited

DEFINITIONS

Certain words have specific meanings wherever they appear in this policy 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 headed Certificate of Motor Insurance which provides evidence of the existence of the motor insurance contract. It describes the vehicle covered under Your policy, drivers who may drive Your vehicle and the purposes for which the vehicle may be used. It also shows the period of cover.
Cooling off Period	The period in which You have the right to withdraw from this policy provided there has been no claim made. 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. 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.
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.
Inexperienced Driver	A driver with a learner permit or/provisional licence who has not reached the age of 25 years at the commencement of the period of insurance as shown on the current Schedule of Insurance .
Insured Car	The motor vehicle with the vehicle registration number shown in Item 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.
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.
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.
Partner	Your husband, wife, civil partner or a person You live with on a permanent basis as if You were married.
Permitted Driver	Any person shown or described in Item 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 any 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	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) any permitted driver;
- (ii) any person using (but not driving) the **Insured Car** with **Your** permission for social domestic and pleasure purposes;
- (iii) at **Your** request any passenger travelling in or getting into or getting out of the **Insured Car**;
- (iv) **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 **You** 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 a full Irish, UK or European Union (EU) 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.

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.

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

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 7 (2) of the European Community Directive on Insurance of Civil Liabilities arising from the use of motor vehicles (no72/166/EEC) 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 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** 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 €400 where the claim is not processed through the AA 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

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.

Claims that do not affect your No Claim Discount

If the only claim **You** make 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 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 specifications

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, **the Insurer** will give **You** cover as described under Section 2 to cover damage to any car **You** are driving under item number 5(B) of **Your** current **Certificate of 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



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:

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 commotionexcept as is necessary to meet the requirements of road traffic legislation
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 areasexcept as is necessary to meet the requirements of road traffic legislation
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)
 - (b) on derestricted toll roads (such as Nurburgring Nordschleife)
 - (c) 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.

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 must give **AAI** or **Your Insurer** immediate notification of any alteration in the risk which materially affects this insurance. Failure to disclose all material information could invalidate the insurance or result in rejection of a claim leaving **You** unprotected.

CONDITION 3 - Mid-Term Alteration

If the cover under **Your** policy is altered during any period of Insurance, **Your Insurer** will re-calculate **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. 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 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, 61a South William Street, Dublin 2. 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**, if **You** have not claimed or there has been no incident that is likely to result in a claim during the current period of 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) Otherwise if **You** cancel within the first year of insurance **Your Insurer** may refund **Your** premium based on the figures in the table below after any transaction charge or fixed expense has been deducted.

Period which your policy is in force	Percentage of premium returned
Cooling Off Period	100%
Up to 1 month	75%
2 months	70%
3 months	60%
4 months	50%
5 months	40%
6 months	30%
7 months	20%
8 months	10%
Over 8 months	0%

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 the calculation table above during the first year of insurance or on a pro rata calculation for any subsequent years. If **You** cancel **Your** policy after the 14-day period has elapsed, **AAI** will charge a cancellation fee of €50.

Your Insurer reserves the right to request full payment of any outstanding premium prior to any claim being paid and/or to deduct any outstanding premium from any claim payment they may make to **You**.

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, no refund will be available from the **Insurer** and no refund of any **AAI** fees will be made and **You** must pay the sum **You** owe to **AAI** contained in the default notice in full.

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 cancelled after sending 10 days written notice to the address shown on **Your Certificate of Motor Insurance**. Any residual balance of return premium remaining after these deductions will be paid to **You**. Please note where a claim has arisen under this insurance and the policy is cancelled under this paragraph, no refund will be available from the **Insurer** and no refund of any **AAI** fees will be made and **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) there is no claim in the period of insurance
- (b) cancellation is not due to a false declaration or fraud; and
- (c) 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** (but no refund of any **AAI** arrangement fee will be made). 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 benefit and premiums **You** have paid for this policy and **Your** policy will become null and void.

The **Insurer** may recover any sums paid by way of benefit under this policy 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; the **Insurer** may also notify other organisations.

CONDITION 6 - 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.

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**.

KEEPING YOUR POLICY UP TO DATE

Please tell us right away if anything changes which might affect your insurance. If you're not sure whether it's important, tell us just in case. Any changes which you don't tell us about may mean that your policy is void.

We need to know about things like:

- if you change your car
- any modification or engine conversions to the insured car from the manufacturers original specifications
- change of any full or part-time occupation either yours or any driver
- changes to how you or any driver use the car
- change of address or address where the insured car is kept overnight
- changes to drivers
- any claim, incident or loss
- if you or any driver have convictions or have fixed penalties or penalty points imposed for any driving offences or if there are pending prosecutions
- if you or any additional drivers have been declared unfit to drive by the licensing authority or have been advised not to drive by a doctor
- if you or any driver have any convictions or pending prosecutions for any criminal offence
- additional audio, satellite navigation or communications equipment.

CUSTOMER SERVICES FEEDBACK & HELPLINE

Customer services feedback and helpline -1890 72 74 76

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, 61a South William Street, Dublin 2. 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, 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 organisations:

The Irish Insurance Information Service

☎:01 676 1914 @:iis@if.ie www:www.iif.ie 📍: 39 Molesworth Street, Dublin 2

This service can advise you on how to continue further or assist in resolving the complaint.

Contacting the Irish Insurance Information Service will not affect your right to take legal action or your right to refer your complaint to the Financial Services Ombudsman's Bureau.

The Financial Services Ombudsman's Bureau

Lo-call:1890 88 20 90 ☎:01 662 0899 @:enquiries@financialombudsman.ie

www: www.financialombudsman.ie 📍:3rd Floor, Lincoln House, Lincoln Place, Dublin 2.



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
 - (d) his/her name and address
 - (e) the name and address of the vehicle owner
 - (f) the vehicle registration number
 - (g) evidence of Insurance to a Garda, or if no Garda is present, to anyone present who was involved in or affected by the accident
 - (h) 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 1890 467 100** (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

1890 467 100 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

AA Ireland Limited trading as AA Insurance is part of ACROMAS Holdings Ltd. A list of Companies within the Acromas Group can be obtained from The Secretary, AA Ireland Ltd, 61a South William Street, Dublin 2.

Any personal data you provide will be held securely and in accordance with the Data Protection Legislation. We will use your personal data for the purposes for which you have provided it. We may however disclose personal data to a third party so that the service you requested can be provided. We may need to collect sensitive personal information relating to you and anyone else to be named on the policy/residing in your household such as convictions, medical conditions to process your application. Your information may also be used for marketing, offering renewals, research/statistical purposes and crime prevention.

If you give us information including sensitive personal information about another person, in doing so you confirm that they have given you permission to provide it to us to process their personal data and you have explained to them who we are and what we will use the data for as set out herein. By providing us with the information you consent to all of the information being used, processed, disclosed and retained as set out herein. All your calls, both inbound and outbound, will be recorded and may be monitored for training, quality purposes and to verify information and help prevent and detect fraud. Your data may be disclosed to regulatory bodies for the purposes of monitoring and enforcing compliance with any regulatory rules/codes.

From time to time we may write to you with cross promotional material which we deem suitable. Each time you receive marketing information or a message, you have the option to decline to receive further marketing information from us. This is known as an "opt-out". If you wish to exercise the opt-out, write to the Data Protection Officer, AA Ireland Ltd, 61a South William Street, Dublin 2, email us at AAdataprotection@AAireland.ie or call us on our freephone number 1800 727 476. If you have more than one address or email address please make sure to notify any changes to your preferences for each address or email address you have registered with us.

You authorise AA Insurance to accept instructions on your policy from person(s) acting on your behalf. In the case of personal data, with limited exceptions, you have the right to access, and if necessary rectify information held about you by formal written application to AA Insurance, 61a South William Street, Dublin 2. A small fee will apply.

Our Product Providers may subscribe to industry databases 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.

AA Ireland Ltd

61a South William Street, Dublin 2.

01 617 9950

www.theAA.ie

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