

# Fastnet Private Motor Policy Document

September 2024



Your Policy is arranged and distributed by:



Fastnet Underwriting Limited is an Irish owned and run underwriting agency based in the International Financial Services Centre Dublin.

Address: NCI Business Centre, Mayor Street Lower, IFSC, Dublin 1
D01 K7W8

Registered in Ireland number 747092
Fastnet Underwriting Limited is regulated by the Central Bank of Ireland

Your Motor Insurance Policy is Underwritten by:



AIG Europe S.A.

Registered Office: AIG Europe S.A. 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7 Registered in Ireland number 908876

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances, and is regulated by the Central Bank of Ireland for conduct of business rules .



# **HELPFUL NUMBERS**

AIG Car Insurance Claims team: 01 859 9700

Windscreen Breakage: 01 859 9899

# How to make a Claim

Our aim is to get Your car back on the road as quickly as possible. We believe that making a claim should be easy. The **Insurer's** Claims team are available 24 hours a day, 365 days a year to assist **You** with **Your** queries, you can e-mail them at claims.ie@aig.com.

- 1. Telephone the **Insurer's** Claims Team on 01 859 9700 with the first notification of **Your** claim. They will advise **You** what to do next and issue all appropriate documentation immediately.
- 2. The **Insurer's** Approved Repairer Network can be availed of and in the event of the **Car** being unfit to drive they will tow **Your Car**. This will safeguard the **Car** from any further damage from vandals or against theft of parts. Repairs can commence immediately. If the Approved Repairers are not used, obtain an estimate, and advise the **Insurer's** Claims Team immediately and they can appoint an assessor if necessary. You may appoint an assessor to act in **Your** interest (any such appointment will be at **Your** expense).
- 3. When repairs have been completed pay any contribution for which **You** may be responsible (The **Excess**) and then take delivery of **Your car**.



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# **Welcome to Fastnet Underwriting Limited Car Insurance:**

Fastnet Underwriting Limited acts on behalf of AIG Europe SA ("AIG").

This is your private car insurance policy document and forms part of **your** insurance cover documentation together with:

- Your completed statement of fact,
- Your policy schedule,
- Your certificate of motor insurance (which includes the insurance disc for your car), and
- Any endorsements.

So that **you** understand what **you** are covered for, please read all of these documents together and keep them safe. The **policy** schedule tells **you** which sections of this **policy** document apply to the **policy** cover **you** have purchased.

Please check all of the above documents carefully to make certain they give **you** the cover **you** require. **Your insurance broker** will be able to assist you with any cover query questions that you might have.

This **policy** document is evidence of a legally binding contract of insurance between **you** (the policyholder) and **Us**.

The contract is based on the information **you** provided in your completed **statement of fact** and any other information given either verbally or in writing by **you** or on your behalf at the time **you** applied for insurance.

We have agreed to insure **you** against liability, loss or damage that may occur within the **territorial limits** of the **policy** during any period of insurance for which you have paid or agreed to pay the premium. The cover we provide is subject to the terms, conditions and exceptions contained in this **policy** document or any **endorsement** applying to **your schedule**.

Nobody other than **you** (the policyholder) and **your insurer** have any rights that they can enforce under this contract except for those rights which they have under road traffic legislation in any country in which this insurance applies.

Unless specifically agreed otherwise, this insurance shall be subject to Irish Law.



The terms and conditions of this **policy** and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the **policy**.

Signed for and on behalf of AIG Europe S.A.

**David Bolger** 

Davil Belge

**Chief Executive Officer, Fastnet Underwriting Limited** 

Fastnet Underwriting Limited is regulated by the Central Bank of Ireland

AIG Europe S.A. is an insurance undertaking registered with R.C.S. Luxembourg. Company registration number B 218806. AIG Europe S.A. has its head office at 35 D Avenue J.F. Kennedy, L-1855, Luxembourg.

AIG Europe S.A., Ireland Branch has its registered office at 30 North Wall Quay, International Financial Services Centre, Dublin 1, D01 R8H7. Branch registration number 908876. VAT number 3580476UH.

AIG Europe S.A. is authorised by the Luxembourg Ministère des Finances and supervised by the Commissariat aux Assurances and is regulated by the Central Bank of Ireland for conduct of business rules.

AIG does not provide advice or any personal recommendation about this product.

AIG employees are paid a salary. AIG does not pay them bonuses or commissions directly linked to sales.

This insurance policy is designed to meet the demands and needs of the Policyholder who requires protection against some, or all of the financial liabilities that they may incur if their car is involved in an accident, fire, or is stolen.



# **Important Information:**

# 1. Your pre-contractual duty of disclosure:

**You** must answer all questions contained in **your** completed **statement of fact** honestly and with reasonable care. This includes the answers and/or information to any prior **statement of fact** supplied to **us.** In the event of any inconsistency in your responses to, or information supplied in your **statement of fact** the most recent answers and information supplied will prevail.

Failure by **you** to answer all questions honestly and with reasonable care may result in **your policy** being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment, as detailed under the "Impact of **Misrepresentation**" section, which **you** should read carefully.

The answers **you** provide are the basis upon which **your** contract of insurance with is agreed with **us**.

You must contact your insurance broker immediately or as soon as reasonably possible, if any of the answers or information provided is inaccurate, incorrect or has changed beyond what was reasonably contemplated when the contract of insurance was concluded as this may affect the cover provided and any claims made by you on your policy if there is a change in the subject matter of your policy.

# 2. Your cooling-off period:

**You** have 14 working days from the start date of the **policy** to contact **your insurance broker** if **you** want to cancel **your car** insurance policy. This is known as a cooling-off period.

If you cancel your car insurance policy during this period of time, provided you have not made a claim, your insurance broker will refund your premium upon the certificate of motor insurance and disc being returned. However, you will be charged a pro-rata premium for the period on cover, during the cooling-off period.

#### 3. Your insurance cover level:

As a Fastnet insurance customer, your schedule will show the insurance cover level you have purchased.



#### 4. Definition of words:

The words and phrases defined below have the same meaning wherever they are used in this **policy**, the **certificate of motor insurance** or the **schedule** and are highlighted throughout in **bold print**.

#### Car/insured car

The motor **car/**vehicle shown on the **certificate of motor insurance** and described in the **schedule**.

#### Certificate of motor insurance

The document **you** must have as proof that **you** have the motor insurance required by law, showing **your car** registration number, who can drive **your car** and for what purpose **your car** can be used for.

#### **Endorsement**

A clause which changes the terms of your policy and is printed on your schedule.

#### Excess(es)

The amount **you** will have to pay towards a claim. **Your statement of fact** and/or **your schedule** displays the amount of **excess(es)** applicable under **your policy** for which **you** are responsible.

#### Family or Household

Any member of the **policyholder's** family, or any other person, who is a permanent or temporary resident at the **policyholder's** address.

#### **Fastnet**

Fastnet Underwriting Limited acting on behalf of AIG Europe S.A, NCI Business Centre, Mayor Street Lower, IFSC, Dublin 1, D01 K7W8. Fastnet is regulated and authorised by the Central Bank of Ireland.

# Insured person(s)

**You** or any person driving or using **your car** with **your** permission as long as this is permitted by **your** current **certificate of motor insurance.** 

## Insurance broker

The authorised and regulated insurance intermediary arranging this insurance with Us, on **Your** behalf.

#### Insurer

AIG Europe S.A.



#### Market value

The cost of replacing **your car** with a **car** of similar make, model, year, mileage, specification, and condition as **your car** was immediately before the loss or damage you are claiming for.

# Misrepresentation

Means any innocent, negligent or fraudulent answer(s) provided by the **Insured/Policyholder** to any question on the completed **statement of fact**.

#### Period of insurance

The period **you** are covered for as shown in the **schedule** and any subsequent **schedules.** 

# **Policy**

The documents consisting of **your statement of fact**, this policy wording document, the **schedule**, and the **certificate of motor insurance**.

# Policyholder

The individual whose name is shown on the **statement of fact**, **schedule**, and the **certificate of motor insurance**.

#### **Schedule**

The document that makes the policy personal to **you**. It sets out the **period of insurance**, the name of the **policyholder**, the details of **your car** and the level of cover plus any **endorsements** which vary the terms and conditions of this **policy**.

#### Statement of fact

A precise record of the answers and/or information **you** provided to each of the specific questions asked of **you** by **your insurance broker** or **us** at the precontractual stage of this contract of insurance. This includes the answers and/or information to any prior completed statement of fact (including provided at renewal or mid-term adjustment). **You** must answer all of the questions on the **statement of fact** honestly and with reasonable care, failure to do so may be regarded as a **misrepresentation**.

#### **Territorial Limits**

The geographical limits within which the policy operates. Includes the Republic of Ireland, Northern Ireland, Great Britain, the Channel Islands and the Isle of Man, and where provided for in Section 4-Foreign Travel, all countries in the European Economic Area and Switzerland, and while the car is being transported by sea, air or rail (including loading and unloading) between these places.



#### **Terrorism**

Any act including, but not limited to, the preparation of, or the threat of any force, violence or life threatening act by any person or group of persons acting alone or on behalf of or in connection with any organisation or government, which appears to be intended to or from its nature and context is done in connection with political, religious, ideological or similar purpose, including the intention to coerce any government or put the public or any section of the public in fear or appears to be intended to disrupt any segment of the economy or any act deemed by the government to be an act of **terrorism**.

# Third party

Any person who makes a claim against any **insured person** under this **policy**.

# We, us, our

AIG Europe S.A. or Fastnet acting on behalf of AIG Europe S.A.

# You, your

The person named as the **policyholder** on the **certificate of motor insurance, the statement of fact** and the **schedule**.



# **Your Policy Cover**

Your policy schedule will set out for you the cover you have purchased and the sections of this policy that apply to you.

Please read and check **your statement of fact** and **schedule** carefully to ensure that they correctly reflect the cover level option **you** have purchased, and any optional addon covers that **you** have requested.

# Section 1 – Loss of or damage to your car

What is covered	What is not covered under section 1A
	& 1B
	In addition to the General Policy Exceptions
Section 1 (A) – Accidental Damage	<ul> <li>The first €1,250 of any claim (the</li> </ul>
Loss or damage to <b>your car</b>	Excess)
Section 1 (B) – Fire & Theft Cover Loss or damage to your car if it is lost or damaged by fire, lightning, explosion, theft, or attempted theft.  Under both Sections we will decide whether to:  pay the cost of repairing any damage to your car, or  pay an amount in cash equivalent to the value of any loss or damage to your	<ul> <li>An additional €700 Excess if You meet one or more of the following conditions:         <ul> <li>Your car is being driven by an insured driver under the age of 25.</li> <li>Your car is being driven by an insured driver holding an Irish Provisional, EU or foreign licence.</li> <li>Your car is valued by Us at over €50,000.</li> </ul> </li> </ul>
<ul> <li>car not exceeding the market value of your car, or</li> <li>replace your car with one of a similar type and in a similar condition.</li> </ul>	<ul> <li>Wear and tear or your car losing value after or because of repairs, or for any repairs which improve your car beyond its condition before the loss or damage happened.</li> </ul>
<ul> <li>We retain the right to repair your car with parts which have not been made by your vehicle's manufacturer but are of a similar standard and readily available in the Republic of Ireland market.</li> </ul>	<ul> <li>Damage to tyres caused by using the brakes or by punctures, cuts, or bursts or if your tyres are below the legal limit required to drive.</li> <li>Loss or damage to your car resulting</li> </ul>
<ul> <li>If replacement parts or accessories are not available or out of stock, you will have to pay the extra cost of</li> </ul>	from theft or attempted theft where your car has been left unattended with the windows unlocked, left with the keys in, on or near your car or left

transporting the parts or accessories from outside of the EU and any extra cost above the manufacturer's costs.

- with a window or the roof open while **your car** was unattended.
- Mechanical, electrical, electronic or computer fault, failure, malfunction, or breakdown.
- Loss of use or other indirect loss of any kind such as loss of earnings or travel costs.
- The cost of parts or the cost of importing parts or accessories for your vehicle from outside the EU. For all imported vehicles, we will only pay the costs of parts available for similar standard European model which is readily available in the European market.
- Loss or damage to your car as a result of fraud or trickery of any kind including when you are offering your car for sale.
- Loss or damage due to any government, public or local authority legally taking, keeping, or destroying your car.
- Loss or damage to your car caused by moth, vermin, insects, infestation or by domestic pets.
- Loss or damage to your car caused directly by pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Loss or damage arising from your car being filled with the incorrect fuel type.
- Loss or damage arising from the use of substandard or contaminated fuel, lubricants, or parts.



- Loss or damage to your car arising from or contributed to by the driver's blood and/or urine alcohol levels being above the legal limit as stated in current road traffic legislation or by the driver being under the influence of drugs (unless such drug has been prescribed by a registered medical practitioner but not for treatment of drug addiction) whilst in charge of your car.
- Any gradually operating cause.
- Loss or damage caused deliberately by you or by any person who is driving your car with your permission.
- Loss of or damage to your car if it is taken or driven without your permission by a member of your family or household unless they are prosecuted for taking your car without your permission and you fully assist with the prosecuting authorities.
- Loss or damage of in-car entertainment, communication or navigational equipment.
- Loss or damage should it be proven to our satisfaction that you or any person who was driving was using a mobile telephone or other handheld communications device in contravention of section 3 of the Road Traffic Act 2006



# Section 1 (A) & (B) Additional Covers

1. Courtesy car/ Temporary Replacement Car – Applies to Section 1 (A) & 1 (B): If the loss or damage to your car is covered by this policy and you use the approved repairer of our choice, we will, subject to availability, provide a courtesy car while repairs to your car are being carried out for up to 5 days or to up to the value of €200. If the parts required to repair your car are not immediately available to our approved repairer, we reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

Courtesy cars are usually small cars (Class A) with a manual gearbox. A courtesy car is not intended to be an exact replacement for **your car**.

All courtesy cars will have comprehensive cover under the terms, conditions, and endorsements of **your** existing **policy** for the period of the loan, regardless of the level of cover **you** have for **your car**.

Please note that a courtesy car cannot be provided until **your** claim has been accepted and cover has been confirmed.

Whilst **you** have the courtesy car **you** will be liable to discharge any fines for parking or driving offences, tolls and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer in advance of being supplied the courtesy car to cover these costs.

**You** must return the courtesy car when the approved repairer or **we** ask you to do so or when this **policy** expires and **you** do not renew it.

This section does not apply where the only damage is broken glass in the windscreen or windows of **your car**. No courtesy car will be supplied in these circumstances.



# Section 2 - Liability to other people

#### What is covered

**We** will pay all sums **you** or any **insured person** are legally responsible for:

- in respect of death of or bodily injury to other people;
- up to €30,000,000 (in total) for damage, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event;

as the result of any accident involving **your car** or a car provided to you under our approved repairer scheme.

## Definition of 'insured person'

For the purposes of insurance under this section, an 'insured person' includes any one of the following:

- 1. You, the policyholder;
- Any person driving or using your car with your permission as long as this is allowed by your current certificate of motor insurance;
- 3. Any passenger travelling in or getting into or out of **your car**;
- 4. The employer or business partner of any person who is driving or using **your car** for their business as long as this is allowed by your current **certificate of motor insurance:**
- 5. The legal representative of any of the people named above (following the person's death) but

## What is not covered

In addition to the General Policy Exceptions

We will not pay for:

- Loss or damage caused by **you** or to **your** own property, or property for which **you** are responsible, or which is in **your** custody or control;
- Loss or damage to **your car**, any borrowed vehicle, trailer, or any mechanically propelled vehicle which cannot be driven and is attached to **your car**, or any property carried in or on that trailer or mechanically-propelled vehicle;
- Any amount where the **insured person** is entitled to claim payment or has cover under any other **policy**;
- Death or bodily injury to any person arising out of that person's employment by an insured person, except where it must be covered under the road traffic legislation;
- Any decision of a court outside of the Republic of Ireland, unless the proceedings are brought or judgement is given in a foreign court solely because your car was used in that country and we had agreed to cover it there;
- Any amount exceeding €30,000,000, inclusive of costs and expenses, in respect of loss or damage to property for any claim or series of claims arising from one event.



only for the liability of the person who has died.

# **Legal Costs and Expenses**

We will pay the following legal costs and expenses arising from an accident occurring during the **period of insurance**, for which we have given our written consent, to include:

- solicitor's fees for representation at any coroner's inquest or fatal accident inquiry or court of summary jurisdiction;
- reasonable legal costs for defending **you** against a charge of manslaughter or causing death by dangerous or reckless driving.

If **we** agree to pay these costs under this policy the choice and appointment of legal representation and the extent of any assistance that **we** provide will be entirely at **our** discretion.

# **Emergency treatment fees**

**We** will pay for emergency treatment fees as set out in the Road Traffic legislation, following an accident involving **your car**. If this is the only payment that **we** make, it will not affect your no claims bonus entitlement.



# **Section 3 – Glass Cover**

What is covered	What is not covered In addition to the General Policy Exceptions
If the windscreen or windows in your car are damaged we will pay:  • Up to €600 towards the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the insured vehicle if the work is carried out by an Approved Repairer.  • Up to €300 towards the cost of repairing or replacing damaged or broken glass in the windscreen or windows of the insured vehicle if the work is carried out by a non-Approved Repairer.  • A maximum of two claims within the Period of Insurance  If this is the only damage you are claiming your no claims bonus will not be affected.	If the windscreen or windows in your car are damaged we will not pay:  • The first €50 of any claim for glass replacement (does not apply to glass repair).  • Loss or damage to mirrors, sunroofs, panoramic sunroofs or headlights  • Damage caused by wear and tear  • Damaged or broken glass to vehicles that are temporarily covered  • Damage caused by You or any Insured driver's own deliberate act  • Any damage to Your car caused by or as a result of the breakage of the glass.

# Section 4 – Foreign Travel

What is covered	What is not covered
	In addition to the General Policy Exceptions
A. Damage to your car whilst travelling outside the territorial limits:	
Your policy operates throughout the	
Republic of Ireland, Great Britain,	
Northern Ireland, the Isle of Man and the	
Channel Islands including travel by sea	
between ports. The cover under <b>your</b>	
policy is automatically extended up to a	
maximum of 31 consecutive days in any	
one <b>period of insurance</b> when <b>your</b> car is	



being driven or used in any of the following countries:

• any other country which is a member of the European Union and European Economic Area (EEA) plus Switzerland.

Cover applies while **your car** is being transported (including loading and unloading) along a recognised sea, air, or rail route between any of the above countries provided that the duration of the journey does not exceed 65 hours under normal conditions.

If you cannot drive your car because of loss or damage covered by this policy, we will pay the reasonable cost of delivering it to your address in the Republic of Ireland. We will also pay the amount of customs duty you have to pay as a result of loss or damage covered under this policy.

If you need cover for a longer period or if you want to use your car in countries not listed above, you must contact your insurance broker to:

- Ask to provide cover in advance;
- Advise the date you will be leaving and the date you will be returning;
- Advise which countries you are visiting;
   and
- Pay any extra premium required.
- B. Legal Liability whilst travelling outside the territorial limits:

If your car is being driven or used outside the territorial limits and cover has not been arranged with us in accordance with Section A above, we will provide the minimum cover required by local law to



allow an insured person to drive or use
your car in:

• any other country which is a member of
the European Union and European
Economic Area (EEA) plus Switzerland.

#### Section 5 – No Claims Bonus

# A. No Claims Bonus:

If **you** do not make a claim within the **period of insurance** the premium for **your** car will be reduced in accordance with our no-claims bonus scale applicable at the time.

If a claim arises during the **period of insurance**, at the renewal date we will reduce the no claims bonus in line with our no-claims bonus scale applying at the renewal date.

Your no-claims bonus will not be affected by:

- Payment under Section 3 Glass Cover
- Payments (together with associated costs and expenses) which we later get back in full

## **Introductory bonus:**

If **we** have reduced your first premium using an introductory or accelerated no-claims bonus, **we** will remove the reduction if a claim arises during the period of insurance. **We** will do this when you renew the policy.

**You** cannot transfer **your** no-claims bonus to anyone else and it can only be used on one car at a time.

#### B. Stepback No Claims Bonus Protection:

This cover only applies if **your schedule** states that you have partial or stepback noclaims bonus protection.

If a claim arises during any **period of insurance**, **we** will reduce your no- claims bonus as follows:

# No Claims Bonus Reduces to:

1 16013	0 Tears
2 Years	0 Years
3 Years	0 Years
4 Years	1 Year
5 Years +	2 Years



If two or more claims arise in any **period of insurance**, **we** will reduce your no-claims bonus to zero at your next renewal.

# **Important: Deferment Clause:**

If any claim is notified or arises after the calculation of the No Claim Discount and issuance of the renewal invitation, **We** reserve the right to treat any such claim as having occurred in the next **period of Insurance**.

# **Section 6– Car Sharing:**

What is covered	What is not covered In addition to the General Policy Exceptions
If you carry passengers for social, domestic and pleasure including commuting to and from your or your passengers' usual place of work and receive a contribution towards your costs, we will not regard this as constituting the carriage of passengers for hire or reward, or regard your car as being hired provided that:	
• your car is not constructed or adapted to carry more than 7 passengers, excluding the driver;	
• the passengers are not being carried in the course of a business of carrying passengers;	
the total contributions received for the journey concerned do not involve an element of profit.	
Important: Should <b>you</b> be in any doubt wh	other your oor charing arrangements are

**Important:** Should **you** be in any doubt whether **your car** sharing arrangements are covered by this **policy you** should seek confirmation from **us** immediately.



# **Section 7 – Fire Brigade Charges**

What is covered	What is not covered In addition to the General Policy Exceptions
We will pay all charges levied by a fire	
authority in accordance with the	
provisions of the Fire Services Act 1981 in	
respect of any event which may be the	
subject of indemnity under this policy	
subject to a limit of €1,500 in respect of	
any one accident.	

#### **Endorsements**

#### 1. Tracking Device

The amount the **Insurer** will pay for loss of the insured vehicle by theft is limited to €70,000 unless a tracking device is operational and maintained in accordance with the suppliers' recommendations.

# **General Policy Conditions:**

The following General Conditions apply to all sections of this policy:

# 1. Our Duty

**We** will only provide the cover described in this **policy** if:

- You, or any person claiming indemnity or on whose behalf indemnity is claimed has complied with all of the terms and conditions that apply.
- The information **you** gave to **us** when applying for or renewing this **policy**, when making changes to this **policy**, or in the course of making a claim, is complete and accurate as far as **you** know or could be expected to know. **You** must have asked any other drivers covered by this **policy** any relevant questions to get the information about them requested by **us**.

# 2. Your Duty

You must not act in a fraudulent way. The information supplied by **you** or on **your** behalf is the basis of **you**r contract of Insurance with **us**. **You** must ensure that this information is true and accurate and has been provided by **you** honestly and with reasonable care.



**You** must answer all questions on **your statement of fact** honestly and with reasonable care.

This includes **your** answers and/or information contained within any prior **statement of fact** supplied to **us** which was previously completed and provided by **you**.

In the event of any inconsistency in **your** responses to questions or information supplied in any **statement of fact** the most recent answers and information supplied will prevail.

Failure by **you** to answer all questions honestly and with reasonable care may result in this **policy** being cancelled or **we** may refuse to deal with any claims or reduce the amount of a claim payment in particular which alters the subject matter of your Contract of Insurance, as detailed under the **impact of misrepresentation** condition.

**You** must either immediately or as soon as reasonably possible inform **your Insurance Broker** if any of **your** answers or information given in the **completed statement of fact** is inaccurate or has changed.

Information which alters the subject matter of **your** contract of insurance is any fact that **We** would regard as likely to affect the acceptance or assessment of the risk.

It is recommended that **you** keep a record (including copies of letters) of all information supplied for the purpose of this insurance. Should **we** take any of these actions against **you**, **you** will be obliged to disclose them on any future request for cover or quotation with **us** or any other insurer. These are considered as the application of terms and this enforced action by **us**, may affect **your** ability to get insurance cover in the future.

In addition, by agreeing to the answers and/or information produced in the **statement of fact you** represent to **us** that in respect of any information of any person which **you** provide to **us**, **you** have the authority of that person to disclose such information to **us** and for all the purposes set out in this **policy** and to give the consents set out above on behalf of each such person.

**We** reserve the right to reassess cover and **premium** following notification of any important information. If any claim under this policy (other than under Section 2 – Liability to other people) is in any respect fraudulent, or if any fraudulent means or devices are used by **you** or any person acting on **your** behalf to obtain any benefit under this **policy you** will forfeit all benefits under the **policy**.

Any person claiming indemnity under this **policy** must adhere to the terms and conditions of the **policy**.



#### 3. Alteration of Risk

**You** must either immediately or as soon as reasonably possible inform **your Insurance Broker if** any of the answers or information given in **your statement of fact** is inaccurate or has changed.

If you fail to notify us of any material changes which change the subject matter of this insurance your whole policy or a section of it may be cancelled from the date of the material change and any claims declined.

# 4. Policy Changes

**You** must tell **us** immediately about any changes which affect this **policy** and which have occurred since the **period of insurance** commenced or since the last renewal date including, but not limited to, the following:

- Any of the answers **you** provided on **your statement of fact** have changed or are inaccurate;
- You change your car, or you have purchased another car to which you want your existing cover to apply;
- You wish a new driver to be covered;
- You or any other driver passes their driving test;
- Any **insured person** who drives **your car** gets a motoring or other conviction or fixed penalty;
- Any **insured person** who drives **your car** suffers from a medical condition or has a claim on another **policy**;
- The **car** is changed or modified from the manufacturer's standard specification or **you** intend to change or modify it (including the addition of optional fit accessories such as spoilers, skirts, alloy wheels etc.);
- A change of occupation (full or part-time) by you or any other driver;
- A change of postal address;
- A change of address at which the **car** is kept and where the **car** is located overnight;
- A change in the use for which you use your car;
- Your car is involved in an accident or incident of any nature no matter how trivial;
- A change to the main user of the car;
- You change your phone number including your mobile phone number so that we can contact you in the event of an accident.

This is not an exhaustive list but if **you** are in any doubt **you** should advise **us** for **your** own protection.



# 5. Cancellation of Policy by You

**You** may cancel this policy at any time by advising **Your** broker in writing or by phone, and returning **Your Certificate of motor insurance** and insurance disc.

- If **You** cancel **Your** policy within the first 14 days, any premium refund will be calculated on a pro-rata basis
- If **You** cancel **Your** policy outside the first 14 days, any premium refund will be calculated on a pro-rata basis, less a €50 cancellation fee.
- No premium refund is due if a claim has been made or any incident has occurred likely to result in a claim
- In the event of a claim being reported subsequent to policy cancellation and refund, **We** retain the right to collect the entire premium amount.

# 6. Cancellation of Your Policy by Us:

**We** may cancel this policy by giving **You** 10 days written notice by post to **Your** last known address or by email. **You** must immediately return the Certificate of motor insurance to **Us**.

- Any premium refund will be calculated on a pro-rata basis. No premium refund is due if a claim has been made or any incident has occurred likely to result in a claim
- In the event of a claim being reported subsequent to policy cancellation and refund, **We** retain the right to collect the entire premium amount.

#### 7. Duty to Prevent Loss or Damage:

# You or any insured person must:

- maintain your car in a safe and roadworthy condition and, where required by law having regard to the age of your car, have a valid NCT certificate; (Important: The absence of a valid NCT certificate may invalidate your cover under section 1 loss of or damage to your car).
- maintain any tyres on your car within the legal tread depth requirements;
- take all reasonable steps to prevent accidents, injury, loss, or damage;
- protect your car against loss or damage;
- give **us** reasonable access to examine **your car** and its documents in relation to any matter relevant to this insurance.



#### 8. In the event of a claim:

**You**, or any person driving or using **your car** with **your** permission (as long as this is allowed by **your certificate of motor insurance**) or any passengers travelling in or getting out of **your car**, claiming under this **policy** must:

- give **us** full details of any accident, injury, loss, or damage giving rise or which may give rise to a claim under this **policy**, as soon as possible and at least within 24 hours of discovery of the incident occurring;
- in the event of loss or damage to **your car** as a result of theft or attempted theft or malicious damage, **you** must notify the Gardaí as soon as possible and at least within 24 hours of discovery of the incident. **You** must send us a copy of the Garda report which must say that the loss or damage was the result of theft, attempted theft, or malicious damage;
- take all reasonable steps to recover any lost or stolen property and notify **us** if such property is recovered and / or returned to **you**;
- forward to **us** every claim form, writ, summons, legal document, or other communication in connection with any claim, or incident that may give rise to a claim, unanswered and without delay;
- provide **us** with all the necessary information and assistance that **we** may require;
- not abandon any property to us;
- tell **us** immediately the address of where **your car** has been recovered to or **you** may be liable for any storage charges that occur.

**You** must not assume that **we** are aware of any incident that has occurred or that **we** will contact you, the Gardai or emergency services.

**You** must not, without our prior written consent:

- negotiate or admit liability or responsibility;
- make any offer, promise or payment.

We will be entitled to:

• appoint our own repairers to carry out any repair work to your car;



- take over and carry out in **your** name (or in the name of any other **insured** person) the defence or settlement of any claim;
- take proceedings in **your** name or in the name of any other **insured person** claiming under the **policy**, at **our** own expense and for **our** own benefit to recover any payment **we** have made under the **policy**;
- exercise full discretion over the conduct of any proceedings and in the settlement of any claim;
- instruct, and give information about **you** and **your policy**, to other people such as suppliers, private investigators and loss adjustors in accordance with the **Insurer's** Privacy Policy which is available at <a href="https://www.aig.ie">www.aig.ie</a>.

#### 9. Other insurance:

If at the time of any incident which results in a claim under this **policy** there is any other insurance covering the same loss, damage or liability, **we** will only pay **our** rateable share.

# 10. Payments under compulsory insurance while travelling abroad:

**You** must repay to **us** all amounts **we** pay for any claim under this **policy** which **we** would not have had to pay but for the laws of any territory in which the **policy** applies. This applies to claims for **your** liability to others and all expenses **we** have to pay in connection with any such payment.

#### 11. Fraudulent or false claims:

If any claim or part of a claim made by **you** or any **insured person** is in any respect fraudulent or if any fraudulent means are used to obtain payment, including inflation or exaggeration of the claim or involves the submission of forged or falsified documents, then this **policy** shall become void and any claim under it will be forfeited. If we have already made any payment this must be repaid to **us**.

#### 12. Special conditions:

Any special conditions shown in **your schedule** apply to all sections of this **policy** unless specifically stated otherwise.



#### 13. Law and Jurisdiction:

This **policy** is subject to Irish (Republic of Ireland) Law and to the exclusive jurisdiction of the Irish Courts.

#### 14. Insurance Act 1936:

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

# 15. Stamp Duties Consolidation Act 1999:

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

#### 16. Proof of Documentation:

We have the right to request and validate at any time documents (NCT, residency, permits, licence etc) to support the information you have provided as detailed in your statement of fact. Failure to produce these may result in your policy being cancelled or special conditions being imposed.

# 17. Driving licence conditions, limits, and restrictions:

Any driver who is covered by the terms of **your certificate of motor insurance** must comply with any restriction, conditions, and limits on **their** driving licence. This includes conditions and restrictions on their licence relating to the class of vehicle being driven.

Any learner permit licence holder who is covered under the terms of **your certificate of motor insurance** must comply with the requirement to be accompanied while driving at all times by a qualified driver who holds a full Irish/ UK/ EU driving licence in the category of vehicle being driven for a minimum of two years.

#### 18. The Impact of any misrepresentation by you, is as follows:

(a) Innocent misrepresentation: Where **you** have answered all questions in **your statement of fact** honestly and with reasonable care but where **you** made an innocent misrepresentation (that is, one that is neither negligent nor fraudulent) **we** will pay any covered claim event subject to the terms and conditions of **your policy**.



- (b) Negligent Misrepresentation: If **you** make a negligent misrepresentation or fail to take reasonable care in completing **your statement of fact your** cover may not fully operate and in the event of a claim **we** will exercise one of the following remedies:
  - (a) If knowing the full details **we** would not have entered into the insurance contract, **we** may avoid the contract, refuse all claims, and return any premiums paid by **you**.
  - (b) If **we** would have entered into the insurance contract, but on different terms (excluding terms relating to the premium), the contract may be treated as if it had been entered into on those terms.
  - (c) If **we** would have entered into the insurance contract but have charged a higher premium, **we** may reduce proportionately the amount to be paid on **your** claim.
  - (d) Where there is no outstanding claim under the insurance contract, **we** may either:
    - (i) give notice to **you** that in the event of a claim we will exercise the remedies in paragraphs (a) to (c), or
    - (ii) terminate the contract by giving reasonable notice to **you**.
- (c) Fraudulent misrepresentation: If **you** make a fraudulent misrepresentation or where any conduct by **you** involves fraud of any kind **we** shall be entitled to avoid the contract of insurance, retain all premiums and refuse any claims.

# 20. Sanctions:

The **Insurer** shall not be deemed to provide cover and the **Insurer** shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the **Insurer**, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

# 21. Insurance Compensation Fund:

You may be entitled to compensation from the scheme in the unlikely event that the **Insurer** cannot meet its obligations. The maximum amount that could be available in respect of any sum due to a policyholder is 65% of the sum due or EUR 825,000, whichever is the lesser.

Further information on the Insurance Compensation Fund is available on the Central Bank of Ireland's website though the following link:

http://www.centralbank.ie/regulation/industrymarketsectors/insurance-reinsurance/solvency-ii/insurance-compensation-fund



# **General policy exceptions:**

These General Exceptions apply to all sections of your policy:

# 1. Use and driving:

**We** will not pay for any loss, damage, or bodily injury whilst your **car** is being driven or used:

- a) other than for the purposes as specified in **your certificate of motor insurance**;
  - b) by anyone who does not hold a licence to drive **your car** or anyone who has held but is currently disqualified from holding or obtaining such a licence;
  - c) by anyone driving without your permission;
  - d) in an unsafe condition;
  - e) by any person other than those specified in **your certificate of motor insurance**;
  - f) by anyone who fails to fulfil the terms and conditions of this insurance.

#### 2. Driving Other Cars

This **policy** excludes cover for driving any vehicle not specified on **your Certificate of Insurance**.

#### 3. Agreements made by you:

We will not pay for any loss, damage, bodily injury, illness or disease that arises as a result of any written or verbal agreement entered into by **you** or any **insured person** unless the liability for such loss, damage, bodily injury, illness or disease would have applied had the agreement not existed.

#### 4. Territorial limits:

**We** do not cover any accident, injury, loss, damage or liability arising outside the Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man other than as provided for in Section 4 - Foreign Travel.

#### 5. Deliberate acts:

**We** will not pay for any loss, damage, bodily injury, illness or disease arising from any deliberate, wilful or malicious acts by **you** or any **insured person** unless required to do so under road traffic legislation.

#### 6. Defective materials:

**We** will not pay for any loss or damage arising from faulty workmanship, defective design or the use of defective materials unless required to do so under road traffic legislation.



#### 7. Terrorism:

**We** will not pay for any harm or damage to life or to property (or the threat of such harm or damage) by nuclear and / or chemical and / or biological and / or radiological means resulting directly or indirectly from or in connection with **terrorism** regardless of any other contributing cause or event, except as required by the road traffic legislation.

#### 8. War risks:

**We** will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- war, invasion or acts of foreign enemies;
- hostilities (whether war is declared or not);
- civil war, rebellion, revolution, insurrection, military or usurped power;
- confiscation, nationalisation or requisition;
- the order of any government, public or local authority.

#### 9. Sonic bangs:

**We** will not pay for any loss or damage caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

# 10. Pollution and contamination:

**We** will not pay for any loss or damage directly or indirectly caused by pollution and/or contamination.

#### 11. Radioactive contamination and explosive nuclear assemblies:

**We** will not pay for any expense, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or arising from or contributed to by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### 12. Earthquake:

**We** will not pay for any injury loss or damage (except under Section 2 - Liability to Other People) caused by earthquake.

#### 13. Riot and Civil Commotion:

**We** will not pay for any injury loss or damage (except under Section 2 - Liability to Other People) caused by riot or civil commotion occurring other than in the



Republic of Ireland, Northern Ireland, Great Britain, Channel Islands or the Isle of Man.

# 14. Airside:

**We** will not pay for any loss damage or liability while **your ca**r is parked or is being driven in any part of an airport or airfield set aside for:

- •moving taking off or landing of aircraft;
- •aircraft parking areas and associated roads and ground equipment parking, maintenance, or refuelling areas.



# AIG Europe S.A. Privacy policy - How we use personal information:

AIG Europe S.A. (referred to as "**we**", or **us**" throughout this Privacy Policy) is committed to protecting the privacy of customers, claimants and other business contacts.

"Personal Information" identifies and relates to you or other individuals (e.g. your partner or other members of your family). If you provide Personal Information about another individual, you must (unless we agree otherwise) inform the individual about the content of this notice and our Privacy Policy and obtain their permission (where possible) for sharing of their Personal Information with us.

The types of Personal Information we may collect and why – Depending on our relationship with you, Personal Information collected may include: contact information, financial information and account details, credit reference and scoring information, sensitive information about health or medical conditions (collected with your consent where required by applicable law) as well as other Personal Information provided by you or that we obtain in connection with our relationship with you. Personal Information may be used for the following purposes:

- Insurance administration, e.g. communications, claims processing and payment
- Make assessments and decisions about the provision and terms of insurance and settlement of claims
- Assistance and advice on medical and travel matters
- Management of our business operations and IT infrastructure
- Prevention, detection and investigation of crime, e.g. fraud and money laundering
- Establishment and defence of legal rights
- Legal and regulatory compliance (including compliance with laws and regulations outside your country of residence)
- Monitoring and recording of telephone calls for quality, training and security purposes
- Market research and analysis

Sharing of Personal Information - For the above purposes Personal Information may be shared with our group companies and third parties (such as brokers and other insurance distribution parties, insurers and reinsurers, credit reference agencies, healthcare professionals and other service providers). Personal Information will be shared with other third parties (including government authorities) if required by laws or regulations. Personal Information (including details of injuries) may be recorded on claims registers shared with other insurers. We are required to register all third party claims for compensation relating to bodily injury to workers' compensation boards. We may search these registers to prevent, detect and investigate fraud or to validate your



claims history or that of any other person or property likely to be involved in the policy or claim. Personal Information may be shared with prospective purchasers and purchasers, and transferred upon a sale of our company or transfer of business assets.

International transfer - Due to the global nature of our business, Personal Information may be transferred to parties located in other countries (including the United States, China, Mexico Malaysia, Philippines, Bermuda and other countries which may have a data protection regime which is different to that in your country of residence). When making these transfers, we will take steps to ensure that your Personal Information is adequately protected and transferred in accordance with the requirements of data protection law. Further information about international transfers is set out in our Privacy Policy (see below).

**Security of Personal Information** – Appropriate technical and physical security measures are used to keep your Personal Information safe and secure. When we provide Personal Information to a third party (including our service providers) or engage a third party to collect Personal Information on our behalf, the third party will be selected carefully and required to use appropriate security measures.

Your rights – You have a number of rights under data protection law in connection with our use of Personal Information. These rights may only apply in certain circumstances and are subject to certain exemptions. These rights may include a right to access Personal Information, a right to correct inaccurate data, a right to erase data or suspend our use of data. These rights may also include a right to transfer your data to another organisation, a right to object to our use of your Personal Information, a right to request that certain automated decisions we make have human involvement, a right to withdraw consent and a right to complain to the data protection regulator. Further information about your rights and how you may exercise them is set out in full in our Privacy Policy (see below).

**Privacy Policy** - More details about your rights and how we collect, use and disclose your Personal Information can be found in our full Privacy Policy at: <a href="https://www.aig.ie/privacy-policy">https://www.aig.ie/privacy-policy</a> or you may request a copy by writing to: Data Protection Officer, AIG Europe SA, 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: <a href="mailto:dataprotectionofficer.ie@aig.com">dataprotectionofficer.ie@aig.com</a>.



## How we will handle claims:

## 1. Payment of premium:

If **you** make a claim and **you** have not paid all **your premium**, **we** may deduct any unpaid **premium** from any claim settlement **we** make to **you**.

# 2. Repairs:

If your car is lost, stolen or damaged, we will decide whether to:

- pay the cost of repairing any damage to your car;
- pay an amount in cash equivalent to the value of any loss or damage to **your car** not exceeding the market value of **your car**;
- replace your car with one of a similar type and in a similar condition.

The most we will pay will be the market value of your car at the time of the loss, less any excess.

If **your car** belongs to somebody else or is the subject of a hire purchase or leasing agreement **we** may make any payment due under the **policy** to the legal owner. **Our** liability under this policy will then be complete.

If **you** cannot drive **your car** as a result of damage covered under this **policy**, we will pay the reasonable cost of:

- protecting your car and removing it to our nearest approved repairers; and
- delivering **your car** to **your** address as shown in the **schedule** after the repairs have been completed.

Repairs to **your car** undertaken by one of **our** approved repairers are guaranteed for the period that **your car** remains owned by **you**.

If you choose not to use our approved repairer but choose an alternative repairer:

- this may lead to a delay in arranging the repair of your car;
- we will not be able to provide you with a courtesy car or guarantee repairs;

#### 3. Courtesy car:

If the loss or damage to **your car** is covered by this **policy** and **you** use the approved repairer of **our** choice, **we** will, subject to availability, provide a courtesy car while repairs to **your car** are being carried out. If the parts required to repair **your car** are not immediately available to **our** approved repairer we reserve the right to withhold the provision of a courtesy car until such time as the necessary parts are available and repair work can proceed.

Courtesy cars are usually small cars with a manual gearbox. A courtesy car is not intended to be an exact replacement for **your car**.



All courtesy cars will have comprehensive cover under the terms, conditions and endorsements of **your** existing **policy** for the period of the loan, regardless of the level of cover **you** have for **your car**.

Please note that a courtesy car cannot be provided until **your** claim has been accepted and cover has been confirmed.

Whilst **you** have the courtesy car **you** will be liable to discharge any fines for parking or driving offences, tolls and any additional costs for non-payment of these charges. **You** will need to produce an appropriate credit or debit card to the approved repairer in advance of being supplied the courtesy car to cover these costs.

**You** must return the courtesy car when the approved repairer or **we** ask you to do so or when this **policy** expires and **you** do not renew it.

This section does not apply where the only damage is broken glass in the windscreen or windows of **your car**. No courtesy car will be supplied in these circumstances.

## 4. Recovery of your car following an accident:

If your car is not safe to drive after an accident and we have not contacted you already, please telephone us on 01 859 9700 and we will arrange for someone to assist you. If your car cannot be made roadworthy within a reasonable time, we will arrange to take it to our approved repairer within the specified policy limits.

If you choose not to use our approved repairer but choose an alternative repairer:

- this may lead to a delay in arranging the repair of **your car**;
- we will not be able to provide you with a courtesy car or guarantee repairs;

**Our** employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, **your** demands are excessive, unreasonable or impractical.

# 5. Towage and Storage:

The maximum limit we will pay for all fees connected with towage and storage of **your car** provided **you** notify **us** within 48 hours of any accident or loss will be €300.

If **you** notify us more than 48 hours after any accident or loss **we** will determine the amount **we** deem reasonable to pay **you** for fees accumulated.

#### 6. Excesses that apply:

If your schedule shows that you have to pay an excess or excesses, you must pay the first part of any claim up to the total amount of all the excesses that apply.



# Guidance if you are involved in an accident:

The information below is intended as a guide for **you** in the event that **you** are involved in an accident and need to report details of the accident to **your insurance broker** and to **us** and/or to notify details of any claim to **us**.

#### What to do after a car accident:

Stop your car as safely and as soon as possible. Switch off the engine and switch your hazard lights on. It's a criminal offence to leave the scene of an accident. Even the most minor car accidents can come as a shock, so try to remain calm and take a moment to compose yourself, a few deep breaths should help with this.

#### Check on the others at the scene:

Check if you and your passengers are okay. Take a minute to assess the situation as you might be in a shocked state. If there's another vehicle involved check everyone is okay. If anyone is in pain or injured from either vehicle call an ambulance immediately. Avoid moving anyone who may be badly injured.

# Information you should get after an accident:

Take note of all the people involved in the accident. This is important in case queries or injuries are brought up at a later stage. By law you must give your name and address to everyone involved and they must share the same with you. You should also exchange the name and address of your insurance company with the other party.

Ask the other driver if they are the registered owner of the vehicle. If they are not, ask who is. The car may have been borrowed or could be a company vehicle. Take a note of the make, model and registration of the other vehicle(s) involved.

Note the detail of any injuries sustained on either side. Also make note of anyone who says they are not hurt. If there are any witnesses to the accident, take their names and addresses.

If possible, it is helpful to take photos of:

- The damage caused to each vehicle where the damage is, how severe it is etc.
- The position of the cars on the road after the collision. This is especially important when determining who may have been responsible.

Basically, the more information you can collect, the better, as this will be helpful when the authorities are reviewing the incident. If possible, also try to note the following:

- the date,
- time.
- weather conditions,
- · light conditions and



state of the road at the incident.

Also be very careful what you say after an accident. Do not apologise to the other driver, admit responsibility, or even discuss the accident at the scene. This applies even if you think you may be at fault.

## What to do in a single vehicle accident:

If you have damaged another car or someone's property, you should take photos of the damage so that any later claims can't be exaggerated. You should leave a note with your insurance and contact details somewhere that the other party can easily find them, under the windscreen wiper is a pretty handy spot. You should never assume that everything will just be alright and drive off without doing the above.

#### How to report a car accident:

Depending on the accident itself you may need to call the Gardaí and/or an ambulance, this can be done by dialling either 999 or 112. It's helpful to have somebody independent and qualified on the scene. The Gardaí will need to get involved if there appears to be drink or drugs involved or you suspect the other driver may have deliberately caused the accident. They will also need to be contacted if the other party refuses to share their vehicle and licence details, they try to leave the scene of the accident or if there are any injuries on either side. You are legally required to notify the Gardaí of any injuries within 24 hours of the accident. The Garda website has FAQs that deal with reporting of a crime.

# How to make an insurance claim after an accident:

After you've completed the above steps and had time to catch your breath **you** need to notify **your insurance broker** and the **Insurer's** claims team of the accident. This must be done even if you're not planning to make a claim on your insurance policy or if **you** intend to pay for the damage to the other vehicle yourself as the other party might still claim later. **You** must notify **your insurance broker** and the **Insurer's** claims team of an accident within 7 days.

The **Insurer's** claims team will look for **your policy** number or **your** name, address and car registration number as well as the registrations of any other cars involved, the name and contact details of the other driver, passengers or witnesses. The **Insurer's** claims team will also need the other driver's insurance details, and any photos **you** took at the scene of the accident.



# Who will deal with your claim?

AIG Europe S.A. Ireland Branch will deal with **your** claim. **You** should therefore refer all enquiries to:

24 Hour Claims Helpline: 01 859 9700

Windscreen Claims Helpline: 01 859 9899

# What to do after an accident?

The following actions are required by law:

- 1. You must stop it is a serious offence not to do so.
- 2. **You** must give **your** name and address to anyone involved in the accident, together with details of **your car** and **your insurer**.
- 3. If you are unable to notify the Gardaí at the scene of the accident, **you** must report it to them as soon as possible, and in any case within 24 hours.
- 4. You must show **your certificate of motor insurance** to the Gardai if they need to see it.

## Important:

If **your car** is not safe to drive after an accident and we have not contacted you already, please telephone the **Insurer** on 01 859 9700 and they will arrange for someone to assist you. If your car cannot be made roadworthy within a reasonable time, they will arrange to take it to their approved repairer at **their** expense.

The **Insurer's** employees and contractors will use all reasonable care and skill when providing the accident recovery service. However, they can refuse to provide services (or cancel them) if, in their opinion, your demands are excessive, unreasonable, or impractical.

#### How do you notify AIG Europe S.A. of your claim?

If **we** have not contacted **you**, first check **your schedule** to make sure you are covered for the loss or damage you are claiming for.

If you have been involved in an accident, or **your car** is damaged by fire or vandalism, **you** should contact the **Insurer**, who will advise **you** how to proceed. The telephone number is shown at the front of this policy document and above.



# You will be asked to do the following:

- 1. Supply as much information as **you** can concerning the accident or incident. This may be by completing a **Motor accident report form or Motor theft report form**, whichever is appropriate.
- 2. Send a copy of **your** driving licence, Vehicle Registration Document, NCT Certificate, purchase receipts and spare keys if **your car** has been stolen.
- 3. Send any communication you receive in connection with **your** claim to:

Claims Department, AIG Europe S.A. Ireland Branch, AIG House, 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.

**You** must not admit liability or deal with any correspondence yourself without **our** prior consent.

4. Report any vandalism to the Gardai and obtain a crime report number.

**Please note:** Even if you are not covered for damage to your car, **you** must still advise the **Insurer** of the accident and **you** must confirm whether anyone else was involved in the accident who may have suffered an injury or damage to their property.

# If the windscreen or windows of your car are damaged, you should:

- 1. Telephone the **Insurer** on 01 859 9700. **You** will need **your** current **certificate of motor insurance** and **your schedule** ready to confirm that **you** are covered for this damage.
- 2. **You** will be given advice on whether **your** windscreen can be repaired rather than replaced.
- 3. If it is not possible to repair **your** windscreen or if the damage is to the windows of **your** car, we will instead arrange for it to be replaced. You will be asked to pay the glass replacement **excess** shown on **your schedule**.

#### If you choose not to use our approved repairer but choose an alternative repairer:

- This may lead to a delay in arranging the repair of your car;
- We will not be able to provide you with a courtesy car or guarantee repairs;



# **Our Complaints Procedure:**

Fastnet want to give **You** the best possible service, however **We** understand there may be times when **We** do not meet **Your** expectations.

This is our complaints process to help You.

- For a complaint about the sale of the policy contact **Your insurance broker**.
- For a complaint regarding the handling of your claim, please contact customercomplaints.ie@aig.com
- For any other issues You can contact Us at

#### **Fastnet Underwriting Limited**

The Customer Complaints Officer Fastnet Underwriting Limited

NCI Business Centre,

Mayor Street Lower,

IFSC,

Dublin 1.

D01 K7W8.

E-mail: complaints@fastnetunderwriting.com

Phone: +353 1 901 1744

Website: www.fastnetunderwriting.com/complaints

Our Complaints Procedures ensure that **We** will respond to complaints within the timelines set out in the Consumer Protection Code. **We** will acknowledge each complaint in writing within 5 business days and will provide a point of contact for the handling of the complaint.

**We** will endeavour to resolve complaints quickly but if this is not possible, **We** will provide written updates at intervals of not greater than 20 business days.

If the complaint is not resolved within 40 business days **We** will inform **You** of the anticipated time frame for resolution and **Your** right to refer the matter to The Financial Services and Pensions Ombudsman.

#### Complaints to AIG Europe S.A about the handling of your Claim

If you feel you have cause for complaint about the handling of your claim you should contact:

#### **AIG Europe S.A**

The Customer Complaints Officer AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7.

E-mail: customercomplaints.ie@aig.com

Phone: +353 1 208 1400

Website: www.aig.ie/complaints



At any stage you may contact any of the following:

Insurance Ireland
Insurance Centre,
5 Harbourmaster Place,
IFSC,
Dublin 1,
D01 E7E8.

Phone: +353 1 676 1820

E-mail: <a href="mailto:feedback@insuranceireland.eu">feedback@insuranceireland.eu</a>
Website: <a href="mailto:http://www.insuranceireland.eu">http://www.insuranceireland.eu</a>

Financial Services and Pensions Ombudsman 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Phone: +353 1 567 7000 E-mail: <u>info@fspo.ie</u> Website: www.fspo.ie

As **AIG Europe S.A**. is a Luxembourg based insurance company, complainants who are natural persons acting outside of their professional activity may also, in addition to the complaint's procedure set out above, if they are not satisfied with AIG's Irish Branch response or in the absence of response after 90 days:

- Raise the complaint with our head office by writing to AIG Europe SA "Service Reclamations Niveau Direction" 35D Avenue JF Kennedy L- 1855 Luxembourg Grand Duché de Luxembourg or by email at aigeurope.luxcomplaints@aig.com;
- Access one of the Luxembourg media- tor bodies the contact details of which are available on AIG Europe S.A.'s website: http://www.aig.lu/": or
- Lodge a request for an "out of court resolution" process with the Luxembourg Commissariat Aux Assurances (CAA) by writing to CAA, 11 rue Robert Stumper, L-2557 Luxembourg Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at recla- mation@caa.lu or online through the CAA website: <a href="http://www.caa.lu">http://www.caa.lu</a>.

All requests to the CAA or to one of the Luxembourg mediator bodies must be filed in Luxembourgish, German, French or English.

If the insurance contract has been concluded online, the complainant may also use the European Commission's platform for Online Dispute Resolution (ODR) using the following link: http://ec.europa.eu/consumers/odr/



Following this complaint procedure or making use of the one of the above options does not affect the complainant's right to take legal action.



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