

# PRESTIGE

UNDERWRITING IRELAND

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## MOTOR POLICY BOOKLET

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UNDERWRITTEN BY



# Welcome to Your Prestige Underwriting Services (Ireland) Limited 'Motor Insurance' policy

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Thank you for choosing Prestige Underwriting Services (Ireland) Limited to insure **your** Motor Vehicle.

Your policy is arranged and administered by:

**PRESTIGE**  
UNDERWRITING IRELAND

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company registration number: 119908  
Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Ireland.

Your policy is underwritten by:



AXA Insurance dac is regulated by the Central Bank of Ireland. AXA Insurance dac is a private company limited by shares, registered in Ireland number 136155. Registered Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Your Personal Accident is provided by:

**M | I | S**  
UNDERWRITING

This insurance is administered by MIS Underwriting Ltd and underwritten by AIG Europe S.A., 30 North Wall Quay, International Financial Services Centre, Dublin 1. D01 R8H7. 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. 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.

Your Motor Legal Protection is provided by:

**M | I | S**  
UNDERWRITING

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland. Registered address: MIS Underwriting Limited, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2.

Your Private Motor Breakdown Assistance Cover is provided by:

 **MAPFRE | ASSISTANCE**  
Agency Ireland

MAPFRE ASISTENCIA Compania Internacional De Seguros Y Reaseguros, S.A., trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated. MAPFRE ASSISTANCE Agency Ireland is regulated by the Central Bank of Ireland for conduct of business rules. Company registration number: 903874  
Registered address: Mapfre Assistance Agency Ireland, Assist House, 22-26 Prospect Hill, Galway, Ireland

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# Contents

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	<b>Page</b>
General definitions and interpretation	4
Contract of insurance	6
Reflection Period	7
Policy Wording Terms of Cover	29
Customer Services Information	36

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# General Definitions and Interpretation

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The following words will have the same meaning attached each time they appear in this policy.

## Certificate of Motor Insurance

Certificate of motor insurance means the certificate required by law to certify the existence of the minimum compulsory insurance.

## Commercial Vehicle

A vehicle which is manufactured and used for the carriage of goods.

## Endorsement

An amendment to the terms of this insurance.

## Excess

Excess means **your** contribution towards the payment of any claim in respect of each **insured vehicle**.

## Insured/You/Your

The person(s) or entity named in the **schedule** as the **insured**. In addition, any other named person and any person permitted by the current **certificate of motor insurance** to drive or use the **insured vehicle**.

## Insured Section

**Insured section** means a section of this **policy** that forms part of the insurance contract but only if made effective by the "Cover" stated in the **schedule**.

## Insured Vehicle

**Insured vehicle** means any car or **commercial vehicle** (including its standard accessories, spare parts or components fitted to it) mentioned by description, category or registration mark in the **schedule** and current **certificate of motor insurance**.

## Insurer/We/Us

Prestige Underwriting Services (Ireland) Limited on behalf of AXA Insurance dac.

## Market Value

The value of the **insured vehicle** at the time of loss or damage compared with one of the same make, model, specification and condition. If the **insured vehicle** was first registered as new in a country other than the Republic of Ireland any assessment of **market value** will take into account that the car has been individually imported into the Republic of Ireland but will not include any delivery costs incurred at the time of importation. The **market value** will be assessed by an automotive engineer in conjunction with the published trade guides at the time of loss.

## Period of Insurance

Period of insurance means the length of time covered by this insurance as shown on the schedule.

## Policy

Policy means this document, the schedule and any endorsements attaching to this document or the schedule that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

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## **Private Car**

A private passenger vehicle with a maximum passenger carrying capacity of 9 persons including the driver, owned by and registered to a private individual, and covered under this policy as a family or domestic car and not as a commercial or business vehicle, or under a Motor Trade policy.

## **Property**

Property means any tangible property other than the insured vehicle(s), including animals.

## **Proposal**

Proposal means the record of information supplied by or on behalf of the Insured to purchase, amend or renew motor insurance. Such information is deemed to include the completed proposal form or Statement of Fact and medical questionnaire, if applicable, and other relevant information that the Insurer may require when considering the application, amendment or renewal thereof.

## **Road**

Road means any place that would be held to be a road for the purposes of any compulsory motor insurance legislation operative within the territorial limits defined in this policy.

## **Road Traffic Acts**

Road Traffic Acts means all acts, laws or Regulations which govern the driving or use of any motor vehicle in the Republic of Ireland.

## **Schedule**

The document which gives details of the insured, period of insurance, endorsements applicable, excess(es) and the cover provided by this insurance.

## **Territorial Limits**

Territorial limits means 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.

## **Trailer**

A trailer, semi-trailer or container used for goods carrying and constructed to be towed by a motor vehicle.

# Contract of Insurance

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This is a contract between **you** and **us**. Please read this document, **your certificate of motor insurance** and **schedule** very carefully. If they are incorrect in any way, please tell **us** immediately.

**We** will insure **you**, provided that **you** pay the premium and subject to the terms, conditions, provisions and exceptions of this insurance against loss, damage or legal liability which may occur during any **period of insurance**.

**We** have relied on the information **you** have given **us** when deciding whether to insure **you** and when setting the terms and premium. The specific questions **we** have asked are material to the risk **we** are undertaking or the calculation of the premium, or both.

**You** have a duty to answer all questions honestly and with reasonable care. Where this has not happened, **we** may be entitled to use one of the remedies available to **us** under the Consumer Insurance Contracts Act 2019 including to cancel the **policy**, reject a claim or limit the amount **we** pay **you** in the event of a claim.

**We** may refuse a claim if there has been a change to the subject matter of the **policy**, and the circumstances have changed to such an extent that the new risk is something which **we** did not agree to cover. **You** should therefore inform **us** if your circumstances change, so that **we** can consider whether any changes are required to **your policy**, including if:

- **You** purchase a new vehicle
- There is a change in drivers of your vehicle
- **You** change where **you** keep **your** vehicle overnight
- **You** receive any motoring convictions or **you** are disqualified from driving
- The way **you** use of **your** vehicle changes

If **you** are in doubt as to the information provided, please immediately notify **your** broker or agent as this could be treated as non-disclosure or misrepresentation and **we** may use one of the remedies available to **us** under the Consumer Insurance Contracts Act 2019 as outlined above.

**You** are required to comply with all **endorsements** applied to this **policy**, as shown on **your schedule** and if **you** fail to do so **your policy** may be cancelled, **your** claim rejected or not fully paid.

Nobody other than **you** (the **insured**) and **us** AXA Insurance dac has any rights that they can enforce under this contract except for those rights that they have under road traffic law in any country in which this insurance applies.

Unless **we** have agreed differently, this **policy** is subject to Irish Law.

Any money paid under this policy will be paid in euro in Ireland.

Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with Section 5 of the Stamp Duties Consolidation Act 1999.

Signed for and on behalf of AXA Insurance dac



Trevor Shaw, Chief Executive Officer, Prestige Underwriting Service (Ireland) Limited.

# Reflection Period

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Where the insured is a private individual or sole trader, then the insured has a right to cancel this policy during a period of fourteen working days either from the day of purchase of the insurance, or the day on which policy documentation was received, whichever is the later.

The Insured must confirm cancellation in writing to the broker or intermediary shown on the schedule. On receipt of the notice of cancellation, the certificate of motor insurance, and the windscreen disc we will, provided no claim has occurred, refund the unused portion of annual premiums subject to a minimum charge of €40.00.

## 1. Sections Which Apply

The cover provided is shown in the current schedule that determines which insured sections of this policy apply. Sections 5 – 9 apply to all insured sections.

Cover	Insured sections
Comprehensive Third Party Fire and Theft	All insured sections and clauses. Insured sections A, B (but loss or damage solely in respect of 3.1.2 Fire or 3.1.3 Theft) and C.
Third Party Only Fire and Theft Only	Insured sections A and C. Insured section B (but loss or damage solely in respect of 3.1.2 Fire or 3.1.3 Theft).

## 2. Insured Section A – Liability to Others

### 2.1 Liability Cover

2.1.1 We will insure you for all amounts which you may be legally liable to pay to any third party for damages and claimant's costs in respect of death or bodily injury to any person; and for damage to any property resulting from an accident involving the insured vehicle, including loading or unloading.

#### We will also indemnify:

2.1.2 at your request any passenger or person (other than the person driving) whilst travelling in or getting into or out of the insured vehicle.

2.1.3 the owner of the vehicle as though they were the insured.

2.1.4 following the death of anyone covered under this insurance, that person's legal representative for any liability incurred by that person.

### 2.2 Liability Costs and Expenses

#### If we think it necessary we will pay:

2.2.1 **Defence expenses:** Legal fees and costs incurred in dealing with or defending any action at law by which damages in respect of death, bodily injury or damage are claimed against any person covered by this insurance.

2.2.2 **Fatal inquiry expenses:** Solicitors' fees for representation at any Coroner's inquest or fatal inquiry in respect of such accident or for defending in any criminal proceedings relating to such accident.

2.2.3 **Manslaughter defence expenses:** Legal expenses in respect of any proceedings taken against a person covered under this insurance for manslaughter, or reckless or dangerous driving causing death, in respect of his or her driving at the time of the accident.

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### 2.3 **Emergency Medical Treatment Costs**

We will indemnify you for liability under the Road Traffic Acts or any other legislation applicable to motor insurance for emergency treatment fees arising out of an accident.

## 2.4 **Extensions to Liability Cover**

### 2.4.1 **Principals**

In the same terms in which we insure you under this section, we will extend cover to include any liability assumed by you in connection with the insured vehicle under any contract with a principal, provided that

- a) we shall not be liable for death or bodily injury or loss or damage arising out of the negligence or other default of the Principal or his servants or agents;
- b) such Principal is not entitled to indemnity under any other Insurance; and
- c) we shall have the sole conduct of any claim arising under the terms of this insured section.

### 2.4.2 **Towing**

We will indemnify the insured for liability arising from an accident caused by the towing of a trailer or disabled mechanically propelled vehicle by the insured vehicle except that we shall not be liable:

- a) for damage to the trailer or disabled mechanically propelled vehicle being towed nor for any load carried in or on it;
- b) if the disabled mechanically propelled vehicle is being towed for hire or reward.

### 2.4.3 **Trailers**

We will indemnify the insured for liability arising from an accident involving a trailer owned by or in the custody or control of the insured when detached from the insured vehicle and out of use but remaining on the insured's premises or while temporarily detached from the insured vehicle during the course of a journey, provided that full details of such trailer have been given to and accepted by us.

## 2.5 **Liability Limitations and Exclusions**

### 2.5.1 **Cumulative limit of indemnity – property damage**

We shall not be liable to pay any amount more than:

- a) €2,000,000 in respect of any one accident or series of accidents arising out of one event for damage to property arising out of use of any insured vehicle not being a private car;
- b) €20,000,000 in respect of any one accident or series of accidents arising out of one event for damage to property arising out of use of any private car.

### 2.5.2 **Costs – property damage claims**

The most we will pay in costs for any one property damage claim or series of property damage claims arising out of any one event is €5,000,000.

### 2.5.3 **Fines, penalties**

This insurance does not cover liability for fines, penalties, punitive or exemplary damages.

### 2.5.4 **Injury from employment**

This insurance does not cover liability for the death of or bodily injury to any person arising out of and in the course of that person's employment by any person entitled to indemnity under this insured section A, except in so far as may be required by the Road Traffic Acts or any applicable Irish or EU law or directive.



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- 2.5.5 Injury to the driver**  
This insurance does not cover liability for the death of or bodily injury to any person driving the insured vehicle or in charge of it for the purpose of driving it.
- 2.5.6 Loading and unloading an insured vehicle**  
This insurance does not cover liability for death, bodily injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the:
- a) bringing of the load to the insured vehicle for loading thereon; or
  - b) taking away of the load from the insured vehicle after unloading.
- 2.5.7 Property owned or in custody**  
This insurance does not cover liability for loss of or damage to:
- a) any premises belonging to or occupied by the insured or any other person entitled to or claiming indemnity under this insured section A or any fixtures and fittings therein;
  - b) any other property owned by or in the custody or control of the insured or any other person entitled to or claiming indemnity under this insured section A;
  - c) any property or load being conveyed by the insured vehicle or any trailer owned by or in the care of the insured or any other person entitled to or claiming indemnity under this insured section A;
- except in so far as may be required by the Road Traffic Acts but in any event not for any amount more than the minimum requirements thereunder.
- 2.5.8 Unlicensed drivers**  
We will not be liable under this section of the policy if a person who was not driving makes a claim and he/she knew that the person driving did not hold a valid driving licence.

### **3. Insured Section B – Loss or Damage to the Insured Vehicle**

#### **3.1 Loss or Damage Cover**

If the insured vehicle is lost, stolen or damaged by:

**3.1.1** accidental damage including malicious damage but excluding malicious damage by anyone employed by the insured; or

**3.1.2** fire, self-ignition, lightning or explosion but excluding damage to that part where the fire originates; or

**3.1.3** theft or attempted theft excluding obtaining property by deception; or

**3.1.4** frost;

then we will pay at our option:

- a) the reasonable cost of repairing any damage to the insured vehicle within its market value; or
  - b) the market value if the insured vehicle is damaged beyond economical repair; or
  - c) the cost of replacing the insured vehicle, or any part of it which has been lost or damaged, with one of a similar type and in similar condition; and
  - d) the reasonable costs of protection and removal of the insured vehicle to the nearest suitable repairers if it is disabled as a result of the damage; and
  - e) the reasonable cost of delivery to the insured in the Republic of Ireland after repair.
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**3.1.5** We will pay Fire Brigade Charges (in accordance with the Fire Services Act 1981) up to an amount of €1500 for any one incident in relation to:

- a) the cost of putting out a fire involving the insured vehicle; and
- b) the removal of the driver and/or passengers from the insured vehicle if such removal involves the use of cutting equipment.

**3.2** **Extensions to Loss or Damage Cover for Private Cars**  
Solely in respect of private cars, we will pay the following benefits.

**3.2.1 Lock Replacement**

If the insured vehicle is covered for comprehensive benefits, then in the event of the keys, lock transmitter or entry card being lost or stolen and provided that:

- a) it can be established that the identity or garaging address of the private car is known to any person who may have your keys or transmitter or entry card; and
- b) the loss has been reported to the Garda Síochána,

we will pay up to €500 (after deduction of any excess) towards the cost of replacing the door locks, boot lock, the ignition or steering lock, the lock transmitter and central locking interface.

**3.2.2 Medical Expenses**

We will pay up to €500 per person for any medical expenses necessarily and properly incurred if the driver and/or passenger(s) are injured in an accident directly involving the private car covered.

**3.2.3 Personal Accident Benefits**  
See Section 10

**3.2.4 Personal Effects**

We will pay up to €100 for personal belongings in your car if they are lost or damaged by an accident, fire, theft or attempted theft.

We will not cover loss of or damage to; money, credit/charge cards, stamps, tickets, documents, cheques or share or bond certificates, or to; mobile telephones, office or business equipment, trade goods or samples.

**3.2.5 Private Car – New For Old Replacement Vehicle**

Where the private car covered is stolen and not recovered or it is damaged in an accident or by fire, we will replace it with a new car of the same make, model and specification except that we will not be liable under this extension:

- a) if the private car covered is not within one year of first registration; and
- b) unless the cost of repairs covered by this policy will exceed sixty per cent of the manufacturers list price (including vehicle tax and VAT) at the time of purchase; and
- c) unless the private car is owned by and registered to the insured; and
- d) if you have not been the first and only registered keeper and owner, and
- e) if a suitable replacement car is not available in the Republic of Ireland, and
- f) if anyone else who has an interest in the private car does not agree, and
- g) unless the private car has covered less than 15,000kms.

If a replacement private car of the same make, model and specification is not available, then the most we will pay is the market value of the private car at the time and date of the loss or damage.

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### 3.2.6 Private Car – Broken Glass

If you have Comprehensive cover and you claim only for broken glass in your car windscreen or windows or scratched bodywork caused by the broken glass, this will not reduce your no claim bonus. This does not include damage to sunroofs. We will not pay more than the amount shown in the schedule and an excess will apply as shown in the schedule.

## 3.3 Loss or Damage Limitations and Exclusions

### 3.3.1 Cumulative limit of indemnity

This insured section B does not cover any amount in excess of €2,000,000 in connection with any occurrence or series of occurrences arising out of any one event.

### 3.3.2 Damage to tyres

This insured section B does not cover damage to tyres due to application of brakes, side slips, cuts, bursts or punctures or otherwise resulting from any cause other than an accident involving the insured vehicle.

### 3.3.3 Deception

This Insured section B does not cover loss as a result of, deception, trickery, or fraud including false representation or counterfeit/irredeemable payments.

### 3.3.4 Diminution in value

This insured section B does not cover any reduction in value following repair of the insured vehicle, or following theft.

### 3.3.5 Excess

This insured section B does not cover the first part of each claim (the excess) as shown under endorsements added to the schedule.

### 3.3.6 Loss of use

This insured section B does not cover loss of use of the insured vehicle, or any other loss or damage other than expressly and specifically insured under insured section B.

### 3.3.7 Mechanical or electrical breakdowns

This insured section B does not cover mechanical, electrical, electronic, computer failures or breakdowns or breakages, or damage to the transmission by application of the brakes.

### 3.3.8 Obsolete Spare Parts Clause

This insured section B does not cover any amount more than the price shown in the manufacturer's last list price at the date of the loss or damage where that part or accessory is unobtainable or obsolete in pattern.

### 3.3.9 Electronic, communications and sound reproducing equipment

This insured section B does not cover loss of or damage to electronic satellite navigation equipment (unless fitted by the manufacturer at first registration), tapes, cassettes, compact discs, MP3 players and accessories, visual and sound reproducing equipment, radar detection equipment, DVD players, telephones or other communications equipment unless the insured vehicle is a private car and cover is Comprehensive when we will pay up to €500.

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- 3.3.10 Security/Immobiliser/Keys**  
This insured section B does not cover loss of or damage to the insured vehicle arising from theft or attempted theft if:
- a) the insured vehicle has not been secured by means of the door and boot locks or if the windows or any form of sliding roof, sliding door, hood or removable panel roof have been left open or unlocked when the insured vehicle is parked and unattended; and
  - b) the immobiliser fitted by the vehicle manufacturer or fitted post manufacture has not been maintained in working order at all times and has not been activated when the insured vehicle is parked and unattended; and
  - c) the keys or other device which unlocks the insured vehicle have been left in or on the insured vehicle or not removed to a safe and secure place.
- 3.3.11 Trailers**  
This insured section B does not cover loss of or damage to any trailer, unless full details of such trailer have been given to and accepted by us. The insured sections applying to any such declared trailer(s) will be identical to its motive unit.
- 3.3.12 Wear and tear**  
This insured section B does not cover wear and tear or depreciation or that part of the cost of repair which improves the insured vehicle beyond its condition at the time of the loss or damage.
- 3.3.13 Repossession**  
This insured section B does not cover loss resulting from repossession or restitution of the insured vehicle to its rightful owner.
- 3.3.14 Broken glass excess**  
If you have Comprehensive cover and you claim for broken glass in your windscreen or windows we will not pay more than the sum insured shown in the schedule and an excess will apply as shown in the schedule. However, the excess will not be applied if the damage is repaired, instead of the glass being replaced.
- 3.3.15 Misfuelling**  
This insured section B does not cover loss or damage caused by an inappropriate type or grade of fuel being used.
- 3.4 Other Terms and Conditions**
- 3.4.1 Take reasonable precautions**  
You must take all reasonable precautions to maintain the insured vehicle and/or trailer in a roadworthy condition and protect it from damage and/or loss.
- 3.4.2 Standard accessories or spare parts**  
For the purposes of this insured section B any standard accessory, spare part, component, or non-standard part which has been agreed by us and which is fitted to the insured vehicle shall be treated as part of it.
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- 3.4.3 Replacement parts**  
We may at our option fit replacement parts which have not been made by the insured vehicle's manufacturer but which are of a similar standard.
- 3.4.4 Hire purchase agreement**  
If to our knowledge, the insured vehicle is the subject of a hire purchase or other credit purchase agreement, payment in respect of the total loss of the insured vehicle under this insured section B shall be made to the legal owner whose receipt shall be a full and final discharge of our liability in respect of such loss or damage.
- 3.4.5 Having an NCT Certificate**  
There must be a valid National Car Test Certificate (NCT) in force for the insured vehicle if one is needed by law. In the absence of a valid National Car Test Certificate (NCT) all cover under this insured section is cancelled and of no effect.

## **4. Insured Section C – Foreign Use**

- 4.1 Foreign Use – Compulsory Cover**  
In accordance with EU Directives, this insurance provides the minimum cover necessary to comply with the laws relating to compulsory motor insurance while the insured vehicle is in
- any country which is a member of the European Union; or
  - any other country which agrees to meet European Union Directives on motor insurance and which the Commission of the European Union is satisfied has made arrangements to meet the requirements of these Directives.
- 4.2 Foreign Use Cover – Private Cars**
- 4.2.1** The insurance is extended, for a period of 90 days to provide the same cover shown in your policy schedule in any of the countries described in Section 4.1 above provided that you notify your insurance intermediary before your journey abroad.
- 4.2.2** This will cover your private car while it is in and being transported between any countries to which the insurance applies. Cover in these countries is conditional on your main permanent residence being in the Republic of Ireland.

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## 5. **No Claims Bonus – All Insured Sections**

As long as no claim is made under this policy during any annual period of insurance, we will give you a discount when you renew your insurance. The discount you will receive will be in accordance with our No Claim Bonus scale applicable at the time your policy is due for renewal. However, your entitlement will be affected in the event of a claim or multiple claims being made under this policy.

Your No Claim Bonus will not be affected in the following circumstances:

- if we make a full recovery of all payments made by us in connection with the claim; or
- if you only claim for a broken windscreen or window; or
- if we only have to pay for an emergency treatment fee.

If you make a claim or if a claim is made against you for an event which you may not consider to be your fault and we have to make a payment this will affect your No Claim Bonus unless we can recover our outlay in full from the responsible party.

You cannot transfer your No Claim Discount to somebody else.

## 6. **Limitations and Exclusions – All Insured Sections**

We shall not be liable for:

### 6.1 **Use and Driving**

Any loss or liability whilst the insured vehicle is:

6.1.1 Being used for any purpose not permitted by the certificate of motor insurance;

6.1.2 Being driven by any person not permitted by the certificate of motor insurance or any endorsement.

### 6.2 **Aircraft and Aircraft Sites**

any loss or liability caused by, attributable to, or arising from the presence of the insured vehicle in any premises or area to which any aircraft has access, including, but without limitation, an airport or airfield.

### 6.3 **Aircraft Travelling at Supersonic Speeds**

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

### 6.4 **Carriage of Hazardous Goods**

Any liability, injury, loss or damage while the insured vehicle is being driven or used for the carriage of hazardous goods.

### 6.5 **Confiscation or Nationalisation**

Any consequence of confiscation or nationalisation or requisition destruction of or damage to property or of the insured vehicle(s) by order of any Government or Public or Local Authority.

### 6.6 **Contractual Liability**

Any liability arising from a contract or agreement which would not have arisen in the absence of such contract or agreement.

### 6.7 **Earthquake**

Any liability, injury, loss or damage caused by earthquake.

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- 6.8 Nuclear Hazards**  
Any loss or liability caused by, attributable to, or arising from;
- 6.8.1** Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel; or
- 6.8.2** The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 6.9 Pollution**
- 6.9.1** Any accident, injury, loss, damage or liability for death of or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.
- 6.9.2** All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.
- 6.9.3** This exception shall not apply in circumstances where it is necessary to meet the requirements of the Road Traffic Acts or any applicable Irish or EU law or directive.
- 6.10 Racing**  
Any accident, injury, loss or damage occurring while the insured vehicle is being used on the Nurburgring Nordschliefe or for racing, pace making, reliability trial, speed testing, rallying or any use on any motor sport circuit.
- 6.11 Riot or Civil Commotion**  
Any liability, injury, loss or damage caused by riot or civil commotion occurring outside Switzerland, Norway, or a Member Country of the European Union, but excluding Northern Ireland.
- 6.12 Unlicensed Use**  
Any liability, injury, loss or damage while the insured vehicle is being driven or used by anyone who:
- 6.12.1** Does not hold a licence to drive the insured vehicle; or
- 6.12.2** Has held but is currently disqualified from holding or obtaining such a licence; or
- 6.12.3** Does not fully comply with the conditions of their driving licence; or
- 6.12.4** Does not hold a Hackney Carriage or Private Hire licence where required.
- 6.13 Drink and Drugs**  
any liability, injury, loss, damage or consequential loss arising out of the insured vehicle being driven by any person who, we are satisfied, was at the time under the influence of any substance that would be considered an offence under the relevant law applicable to the driving of vehicles except as is required to meet the minimum requirements of such law.
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- 6.14 Unsafe Load**  
Any accident, injury, loss, damage or liability caused or incurred whilst:
- 6.14.1** The load in or on the insured vehicle is being conveyed in an unsafe manner;
- 6.14.2** The insured vehicle is conveying a load greater than that for which it was constructed or more than the maximum carrying capacity as advised to us.
- 6.15 Terrorism or War**  
any loss arising directly or indirectly out of terrorism, war, invasion, acts of foreign enemies, hostilities or war like operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law except so far as is necessary to meet the requirements of the Road Traffic Acts.
- 6.16 Deliberate Acts**  
Any loss, damage or liability caused deliberately by you or by any person who is driving the insured vehicle with your permission.
- 6.17 Foreign Use**  
Any liability loss or damage that occurs outside of the territorial limits of this policy unless extended under the terms of insured section C of this policy.

## **7. In the Event of a Claim or Potential Claim**

- 7.1 Claim Notification**
- 7.1.1** In the event of an accident or incident likely to cause a claim which is covered under the **policy**, **you** must as soon as possible telephone our 24 hour claims helpline on 0818 7 365 24. This must be within 24 hours of the incident occurring. The correspondence address for claims: AXA Insurance dac, Claims Department, Wolfe Tone House, Wolfe Tone Street, Dublin 1, D01 HP90.
- 7.1.2** You must forward every claim form, writ, summons, legal process or other communication in connection with any such incident to us immediately upon receipt.
- 7.1.3** You must advise immediately of the time and place of any impending prosecution or inquest or fatal inquiry.
- 7.1.4** The Garda Síochána shall be notified as soon as reasonably possible of loss or damage caused by theft or attempted theft or criminal damage.
- 7.2 Claim Procedure**
- 7.2.1** You must give all information and assistance we or the Garda Síochána may require in connection with any claim.
- 7.2.2** No admission of liability or offer or promise of payment shall be made without our written consent.
- 7.2.3** We will handle, oversee and have full discretion in the conduct of any claim and shall be permitted to take over and deal with the defence or settlement of any claim in respect of any liability covered by this insurance in the name of the person against whom the claim is brought.



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**7.2.4** We will be permitted to take proceedings at our own cost to recover the amount of any payment made under this insurance in the name of the insured or other person to whom payment has been made.

**7.2.5** If we ask to examine driving licences and vehicle documentation before agreeing to settle a claim under this policy you must supply this documentation before we can proceed with the settlement.

## **8. General Terms and Conditions**

### **8.1 Termination or Cancellation of Cover**

**8.1.1** You may cancel this policy at any time by letter, returning the certificate(s) of motor insurance. Provided this insurance is an annual contract, covering only a single vehicle, the premium will, upon cancellation, be refunded pro rata less the short period charge of one month's premium, which is retained by Prestige Underwriting Services (Ireland) Limited. No refund will be allowed if any claim has been made during the period for which insurance cover was provided.

**8.1.2** We may cancel this policy by giving seven days notice by recorded delivery to your last known address. You will be entitled to a return of premium upon receipt of the certificate(s) of motor insurance.

**8.1.3** Where the premium or any part of it was paid with the benefit of a finance agreement and any sum remains outstanding to the provider of the finance at the date of cancellation of cover we may deduct from the sum otherwise payable the amount outstanding to the Finance Company which we will pay directly to theed.

**8.1.4** If this insurance is a multi-vehicle policy, you will be entitled, upon cancellation, to a return of premium after application of our short period charge, although no return of premium will be allowed if the claims under the policy in the period of insurance have exceeded the entire premium fund. Otherwise, the premium for each vehicle covered will be refunded pro rata less the short period charge of one month's premium, except that no refund will be allowed in respect of any insured vehicle which has been the subject of a claim.

### **8.2 Contribution**

If at the time of any claim there is any other insurance covering the same risk or any part of it we will not be liable for more than our rateable share.

### **8.3 Right of Recovery**

If under the laws of any country in which this insurance applies, we have to make payments which but for those laws would not be covered by this policy, you must repay the amounts to us.

You or the person who caused the accident must also repay us any money we have to pay because of any agreement we have with the Motor Insurers' Bureau of Ireland.

Any payment we have to make because we are required to do so by compulsory insurance law or an agreement with the Motor Insurers' Bureau of Ireland will be taken into account if the policy is cancelled or declared void.

### **8.4 Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefit under this insurance all policy benefits will be forfeited and we will not be liable to pay any outstanding or future claims.

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## 8.5 Instalment Premiums

Where the premium was paid with the benefit of a finance agreement and there remains any sum outstanding we may deduct the amount outstanding to the Finance Company from any claims settlement due in respect of a loss under this policy and pay it directly to them.

Where we have agreed to the payment of premium(s) by instalments, if any instalment is not received by us by its due date, then all unpaid instalments and service fees shall become immediately due. Should the full premium and service fee not be paid within seven days of us giving written notice of non payment this policy will be cancelled immediately upon the expiry of such notice.

Following such cancellation, provided that there have been no claims in the current period of insurance, you will be entitled to a pro-rata return of premium upon receipt the certificate(s) of motor insurance.

We may at our own option deduct any outstanding premiums due from any claims settlement due in respect of a loss under this policy.

## 8.6 Motor Insurance Database

You must ensure that the insured vehicle(s) and policy details are notified to us on the effective date, for entry on the Motor Insurance Database of the Motor Insurance Information Centre of Ireland (MIICI), as required by law.

## 8.7 Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation

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

8.7.1 you have paid or agreed to pay the premium for the current period of insurance; and

8.7.2 you or any person claiming protection has kept to all of the terms and conditions of this policy (including those applied by endorsement) as far as they can apply; and

8.7.3 in entering into this contract you have taken all reasonable care in answering all questions in relation to this insurance honestly and to the best of your knowledge.

8.7.4 **We** may refuse a claim if there has been a change to the subject matter of the **policy**, and the circumstances have changed to such an extent that the new risk is something which **we** did not agree to cover. **You** should therefore inform **us**, via **your** broker or agent if **your** circumstances change, so that **we** can consider whether any changes are required to **your policy**, including the following changes:

- the insured vehicle increases in value
- **you** modify or alter **your** vehicle in any way
- the performance or handling of the vehicle changes
- any change of vehicle
- change of drivers occupation (including part-time)
- change of driver address (including where the insured vehicle is kept)
- change of drivers
- if **you** or any drivers pass **your** driving test
- if **you** or any drivers sustain a motoring, non-motoring conviction or are disqualified from driving
- if **you** or any drivers sustain a licence endorsement or fixed penalty endorsement
- if there is a change of main driver
- The way **you** use of **your** vehicle changes

8.7.5 When **you** tell us about a change **we** will reassess the premium and terms of **your policy** and advise **you** of any changes. If **we** are unable to continue cover, **we** will notify **you** and arrange for **your policy** to be cancelled as per the section headed 'Termination or Cancellation of Cover' within this **policy** wording .

8.7.6 If **you** fail to inform **us** of changes **your policy** may be cancelled, **your** claim rejected or not fully paid.

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## 9. Complaints

We are committed to providing you with a high-quality service and we want to make sure that we maintain this at all times. If you feel that we have not provided a first-class service, or if you have any questions about your insurance, in the first instance, please contact the broker or advisor who arranged cover for you.

If you are not satisfied with the response, please write, quoting the policy number shown on your schedule, to:

The Chief Executive Officer,  
Prestige Underwriting Services (Ireland) Limited,  
Teach Chinn Aird  
Ashe Street,  
Cavan,  
Co. Cavan,  
H12 PF67.

Prestige Underwriting Services (Ireland) Limited will investigate your complaint and issue a full response. If you remain dissatisfied with the outcome or we are unable to resolve your complaint within 40 days, you have the right to refer your complaints to the Financial Services and Pensions Ombudsman for investigation.

The Financial Services and Pensions Ombudsman can be contacted at:

Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29.

Telephone: (+ 353) 1 5677000.

Email: [info@fspoi.ie](mailto:info@fspoi.ie)

Referral to the Financial Services and Pensions Ombudsman will not prejudice your right to take subsequent legal proceedings.

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## 10. Personal Accident Benefits

### 10.1 Personal Accident

This insurance is arranged and administered by **MIS Underwriting Limited** and underwritten by **AIG Europe S.A.**, 30 North Wall Quay, International Financial Services Centre, Dublin 1. D01 R8H7. **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.** 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.

10.1.2 This section of the **policy**, together with the **certificate of motor insurance, schedule** and any **endorsements**, set out the terms of the contract between **you** and **AIG** to provide the insurance cover as described in this section to **you** and other **insured persons**. Any money paid under this **policy** section will be paid in €Euros in Ireland. The appropriate Stamp Duty for the premium has or will be paid to the Revenue Commissioners in accordance with the provisions of Section 19 of the Finance act 1950 as amended.

### 10.2 Personal Accident - Scope of Cover

If an **insured person** sustains an **accidental bodily injury** during the **time of cover**, the **period of insurance** and **territorial limits**, that within 12 months of the **accident** date, is the only cause of the **insured person's** death, **loss of limbs** or **loss of sight, hospitalisation** or a **fracture**, **AIG** will pay the amount of benefit shown in the Benefit Table.

### 10.3 Personal Accident - Definitions (applying to this section only)

Any word listed under this Personal Accident - Definitions sub section in **bold** type face will carry the same meaning each time they appear for the purposes of this section in the **certificate of motor insurance, schedule** or **endorsement** and the **policy** document. All other words in **bold** type face in this section will have the meaning specified in the **policy** document.

#### **Accident/Accidental**

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

#### **AIG**

AIG Europe S.A., the insurer for **Section 10 - Personal Accident**.

#### **MIS Underwriting Limited**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check our status on the insurance distribution register by clicking here:

<http://registers.centralbank.ie/>

#### **Bodily Injury**

An identifiable physical injury to the body which is caused solely by an **accident**.

#### **Any one accident**

Any one **accident** or series of **accidents** contributed to, caused by, or as a result of the same original cause or event. **AIG** will not pay more than the limit stated in the **Schedule**.

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### **Child**

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

### **Fracture**

A medically diagnosed complete break in the full thickness of the bone.

### **Hospital**

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

### **Hospitalisation**

An overnight stay as an in-patient in a **hospital** where the **insured person** has undergone the admission procedure, and as such a clinical case record has been opened where such admission is necessary for the medical care and treatment of an **accidental bodily injury**.

### **Insured person**

**You** and any other authorised driver who is permitted to drive the **insured vehicle** under the **certificate of motor insurance** or any authorised passenger in the **insured vehicle** whilst **you** or the authorised driver is driving.

### **Loss of limb**

The permanent loss by physical separation of the entire four fingers of the hand at or above the first finger joint (metacarpophalangeal joint), or of a foot at or above the ankle (talotibial joint), and includes permanent total and irrecoverable loss of use of an entire hand, arm, foot or leg.

### **Loss of sight**

Permanent and total irrecoverable loss of sight

- in both eyes if the **insured person** is registered blind on the authority of a fully-qualified ophthalmic specialist,
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (seeing at 3 feet what the **insured person** should see at 60 feet).

### **Medical practitioner**

A **medical practitioner** currently registered under the Irish Medical Practitioners Act 1978 and with the General Medical Council to practise medicine. This does not include:

- an **insured person**;
- an **insured person's** mother, father, sister, brother, husband, wife, fiancé, fiancée, partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, brother-in-law, daughter-in-law or sister-in-law.

### **Osteoporosis**

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

### **Time of cover**

Whilst an **insured person** is inside the **insured vehicle** including entering and exiting, and whilst outside the **insured vehicle** conducting emergency roadside repairs or seeking emergency roadside assistance.

### **Territorial limits**

As specified under General Definitions on page 4 and 5 and as permitted and provided under **Insured Section C** – Foreign Use Cover.

### **Terrorism**

Any direct or indirect consequence of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005 and 2015.

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## War

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

### 10.4 Personal Accident - Benefit Table

Item	Description	Benefit amount
1.	<b>Accidental Death</b>	€20,000
2.	<b>Loss of limb</b> (one or more)	€20,000
3.	<b>Loss of sight</b> (in one or both eyes)	€20,000
4.	<b>Hospitalisation</b> – payable after each 24 hours for up to 10 weeks in all	€30 for each 24 hours
5.	<b>Fracture</b> to one or more of the following bones: Arm, leg, skull, jaw, knee, hand, facial bones (excluding nose), foot, shoulder blade, elbow, sternum, wrist, ankle, or collar bone.	€300 for each fracture

### 10.5 Personal Accident – Payment provisions

A claim must also be made under another section of this policy for the **insured vehicle** for the cover under this **policy** section to apply.

10.5.1 For passengers to be covered, **you** or another person who is authorised to drive the **insured vehicle** must have been the driver of the insured vehicle at the time of the motoring **accident** as described in the Section 5.2

10.5.2 If an **insured person** is a **child**, **AIG** will only pay €9,500 under item 1 in the Benefit Table.

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

10.5.4 If death occurs within 13 weeks of **accidental bodily injury** the benefit under item 1 will be paid and not the benefits under items 2-5, provided death was a result of **accidental bodily injury**.

10.5.5 The most **AIG** will pay an **insured person** is €20,000 in total for all covered injuries suffered under items 1-5 arising from the same **accident**.

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

10.5.7 The most **AIG** will pay for all **insured persons** arising from **any one accident** is €80,000 in total.

10.5.8 The most **AIG** will pay under item 4, **hospital** benefit to any one **insured person** arising from the same **accident** is €2,100 in total.

10.5.9 The most **AIG** will pay under item 5 for all **fractures** to any one **insured person** arising from the same **accident** is €5,000 in total.

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- 10.6 Personal Accident - Limitations and Exclusions**  
This **insured section D** does not cover any claim directly or indirectly resulting from, contributed by or arising from:
- 10.6.1 an injury suffered that is not specified in the table of benefits as being covered;
  - 10.6.2 suicide or attempted suicide or intentional self-inflicted injuries;
  - 10.6.3 sickness or disease not directly resulting from **accidental bodily injury** occurring during the **time of cover** and **period of insurance**;
  - 10.6.4 an **insured person**, who was driving at the time of the motoring accident, having blood/urine alcohol level above the legal limit stated in the relevant Road Traffic Act for the covered territory (as specified in the **policy territorial limits**) in which the motoring accident occurs;
  - 10.6.5 an **insured person**, who was driving at the time of the motoring **accident** having taking a drug other than according to the manufacturer's instructions or as prescribed by a **medical practitioner** or taking a drug to treat drug addiction;
  - 10.6.6 the **insured vehicle** being driven or being used for any purpose not permitted by the **certificate of motor insurance**;
  - 10.6.7 participation in any kind of race or competition;
  - 10.6.8 any claim where the **insured person** in control of the **insured vehicle** is not in possession of or has not held a valid driving licence and/or **certificate of motor insurance** as required by law for the covered territory (as specified in the **policy territorial limits**);
  - 10.6.9 any claim where the **insured vehicle** is in an un-roadworthy condition and/or a valid National Car Test Certificate (NCT) is not in force (if one is needed by law);
  - 10.6.10 the **insured vehicle** being used to carrying a greater number of persons than the legal seating capacity for the **insured vehicle** at the time of the **accident**;
  - 10.6.11 anxiety, stress disorder, post-traumatic stress disorder, psychological or psychiatric illness or condition;
  - 10.6.12 any **fracture** arising from **osteoporosis** when an **insured person** knew they had **osteoporosis** before they suffered **bodily injury** in the motor **accident**;
  - 10.6.13 an **insured person** committing or attempting to commit an illegal act;
  - 10.6.14 any direct or indirect consequence of irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
  - 10.6.15 **war** or any act of **terrorism**.

**10.7 Personal Accident - How to make a claim**

In the event of a claim under this **policy**, it should be notified as soon as is reasonably possible of the occurrence giving rise to a claim.

Failure to notify a claim in a reasonable time may result in the rejection of the claim if it is made so long after the event that the claim cannot be investigated fully or determined to be as a result of the motoring accident.

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

MIS Underwriting Limited,  
14a Jocelyn Street,  
Dundalk,  
Co Louth,  
A91 XNY2

Tel: 01 872 0179

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- 10.8 Personal Accident - Claim settlement conditions**
- 10.8.1** You must give all information and assistance **AIG** or the Garda Síochána may require in connection with any claim.
- 10.8.2** Claimants must provide at their own expense, any medical certificates, accident reports and other reasonable evidence to support the claim including the completion of a claim form. This must be supplied before **AIG** can proceed with payment of any benefit.
- 10.8.3** The **insured person** must as early as possible place them self under the care of a duly qualified **medical practitioner**.
- 10.8.4** The **insured person**, or their representative in the event of their death, must give **AIG** permission to obtain medical reports or records from any **medical practitioner** who has treated the **insured person**.
- 10.8.5** If required, an **insured person** must consent to undergo as many medical examinations in connection with a claim as required by **AIG**, at our own expense.
- Failure to meet the obligations above could result in a claim being rejected or a reduction in the amount **AIG** pay.
- 10.8.6** **AIG** will pay relevant benefits to the **insured person**, except
- where that person is a **child** in which case the benefit will be paid to the **child's** parents or legal guardian
  - where the **insured person** has suffered an **accidental** death, in which case the benefits will be paid to the executor/ administrator of their estate.
- 10.8.7** **AIG** will not pay interest on any claim payment.
- 10.8.8** If **AIG** have paid a claim under this **policy** section, and the **insured person** has accepted that payment, **AIG** will not have to make any further payments for the same claim.
- 10.9 Personal Accident – Other Terms and Conditions**
- 10.9.1 Failure to comply with terms and conditions**
- If an **insured person** fails to comply with any obligation to act in a certain way specified in the terms, provisions, conditions and endorsements of this section and the **policy**, it may prejudice an **insured person's** position to recover any claim.
- 10.9.2 Fraud**
- If any claim is in any respect fraudulent or if any fraudulent means, including inflation or exaggeration of the claim or submission of forged or falsified documents, are used to obtain benefit by the **insured person** or anyone acting on their behalf, all benefits payable under this section shall be forfeited for that **insured person**.
- 10.9.3 Sanctions**
- AIG** shall not be deemed to provide cover nor shall be liable to pay any claim or provide any benefit under this **policy** section to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **AIG** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or United States of America.
- 10.9.4 Service disruption**
- In the event of a service disruption at Prestige Underwriting Services (Ireland) Limited that prevents Prestige Underwriting Services (Ireland) Limited from issuing a renewal **certificate of motor insurance** to **you**, cover will automatically be provided for an additional 45 consecutive days commencing from the end of the **period of insurance** for **you** or until such time the Prestige Underwriting Services (Ireland) Limited issues the renewal **certificate of motor insurance**, whichever is the sooner.
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**10.10 Payment of Premium, Keeping to the Policy Terms & Avoiding Misrepresentation**

Please refer to **policy** Section 8.7 for details of terms and conditions applying to payment of premium, keeping to the policy terms & avoiding misrepresentation, which also apply to this **insured section D** of the **policy**.

**10.11 Trust Assignment or Assignment**

**AIG** will not automatically accept or be affected by notice of any trust assignment or other transfer that relates to this **policy** section or the cover provided.

**10.12 Cancellation by you**

You cannot cancel this **Insured Section D** without also cancelling the **policy** as a whole.

Please refer to the policy section headed "Reflection Period" for details of cancellation during a period of fourteen working days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later.

Please refer to the policy Section 8. General Terms and Conditions 8.1 – Termination or Cancellation of Cover for details of cancellation by **you** at any other time.

**10.13 Cancellation by AIG or other insurers**

**AIG** may cancel this section of the **policy** by giving **you** 30 day's notice by recorded delivery to your last known address. If this happens, **you** will be entitled to a pro rata return of the premium proportion for this **policy** section.

If the insurer for **Insured Sections A, B or C** issue you notice of cancellation, then the terms or cancellation detailed under Section 8.1 – Termination or Cancellation of Cover also applies to this section.

**10.14 Governing law and Language**

Unless some other law is agreed in writing, this **policy** section is governed by Irish law. If there is a dispute, it will only be dealt with in the Irish courts.

**10.15 Transferring this policy section**

The **insured person** cannot transfer the benefit of this **policy** section to anyone else or use this **policy** section or the benefits in this **policy** section as a mortgage or guarantee of any kind.

**10.16 Take reasonable precautions**

**You** must take all reasonable precautions to maintain the **insured vehicle** and/or **trailer** in a roadworthy condition.

**10.17 Insurance Act 1936 (or future amendments thereto)**

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

**10.18 Stamp Duties Consolidation Act 1999 (or future amendments thereto)**

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

**10.19 Insurance Compensation Fund**

AIG Europe S.A. is a member of the Insurance Compensation Fund. Further information about the fund is available at:

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

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## 10.20 Privacy Notice and data protection

### 10.20.1 How we use personal information

AIG Europe S.A. 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

To opt-out of any marketing communications that **we** may send **you**, contact us by e-mail at: unsub.ie@aig.com or by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1. If **you** opt-out **we** may still send **you** other important service and administration communications relating to the services.

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).

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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: <https://www.aig.ie/privacy-policy-policy> or **you** may request a copy by writing to: Data Protection Officer, AIG Europe S.A., 30 North Wall Quay, International Financial Service Centre, Dublin 1 or by email at: [dataprotectionofficer.ie@aig.com](mailto:dataprotectionofficer.ie@aig.com)

## 10.20.2 Data Protection MIS Underwriting

### Who we are

In this notice, '**we**', '**us**' and '**our**' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com) **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

### Our approach to Privacy

The privacy and security of **your** personal information is very important to **us**. **We** protect **your** information with security measures under the laws that apply. **We** keep our computers, files and buildings secure.

### The information you provide MIS Underwriting Ltd

**We** may receive personal information about **you**, when **you** contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your **Home**
- Reporting an incident involving your **Vehicle**

### This Information may include:

- Basic personal information such as **your** name, address, email address, telephone number, date of birth or age, gender and marital status, **your** car, **your** home, **your** household or **your** travel arrangements
- Information about **your** other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about **your** health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. We may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

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## How your data is used and shared by Insurers and Databases in relation to insurance

The data you provide will be used by **us** and shared with other insurers as well as certain statutory and other authorised bodies

### Security

**We** are committed to protecting the confidentiality and security of the information that **you** provide to **us** and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **your** information.

### Insurance Administration

**Your** information may be used for the purposes of insurance administration by the **insurer**, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention.

Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

### Update your information, request to erase your data, subject access request

If **you** wish to contact us regarding this notice **you** can contact **us** at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179.

Email - [underwriting@misgroup.online](mailto:underwriting@misgroup.online) - Please put your request in the subject line.

### How to find what information we hold about you

**You** have the right to request a copy of all the personal information **we** hold about **you** in a Subject access request or to have **their** data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to **us** at the address above or contact **us** via email.

### Complaints

**You** have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the Data Protection Commission. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep **your** information if **we** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements.

## 10.21

### Complaints

AIG Europe S.A. wants to give **you** the best possible service. If **you** feel **you** have cause for complaint you should contact: The Customer Complaints Officer, AIG Europe S.A., 30 North Wall Quay, IFSC, Dublin 1, D01 R8H7. Phone: +353 1 208 1400

E-mail: [customercomplaints.ie@aig.com](mailto:customercomplaints.ie@aig.com) Website: [www.aig.ie/complaints](http://www.aig.ie/complaints)

**We** will acknowledge the complaint within 5 business days of receiving it, keep the complainant informed of progress and provide an answer within one month (unless specific circumstances prevents **us** from doing so, in which case the complainant will be informed).

At any stage **you** may contact any of the following:

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Insurance Ireland, Insurance Centre, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8  
Phone: +353 1 676 1820 Fax: +353 1 676 1943  
E-mail: [feedback@insuranceireland.eu](mailto:feedback@insuranceireland.eu) Website: <http://www.insuranceireland.eu>

Financial Services and Pensions Ombudsman, 3rd Floor, Lincoln House, Lincoln Place,  
Dublin 2, D02 VH29. Phone: +353 1 567 7000  
E-mail: [info@fspo.ie](mailto:info@fspo.ie) Website: [www.fspo.ie](http://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 complaints 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](mailto:aigeurope.luxcomplaints@aig.com) ;
- access one of the Luxembourg mediator 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, 7 boulevard Joseph II, L-1840 Luxembourg - Grand Duché de Luxembourg or by fax at +352 22 69 10, or by email at [reclamation@caa.lu](mailto:reclamation@caa.lu) or online through the CAA website: <http://www.caa.lu>.

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.

## 11. Motor Legal Protection

Motor Legal Expenses provides:-  
24/7 Legal Advice  
Insurance for legal costs for certain types of disputes

### HELPLINE SERVICES

#### Legal Helpline

You can use the helpline service to discuss any legal problem occurring within the Republic of Ireland, and arising during the period of this policy.

Simply telephone 0818 868 000 and quote "Prestige Underwriting Motor Legal Expenses".

## Policy Wording Terms of Cover

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This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by Us are limited to no more than **Our Standard Advisers' Costs**.

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The insurance covers **Advisers Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**  
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### **IMPORTANT CONDITIONS**

If Your claim is covered under a section of this policy and no exclusions apply then it is vital that You comply with the conditions of this policy in order for Your claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### **Prospects of Success**

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves Your interests. The assessment of Your claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not a 51% or greater chance of success, then We may decline or discontinue support for Your case.

#### **Proportional Costs**

An estimate of the Advisers' Costs to deal with Your claim must not be more than the amount of money in dispute. The estimate of the Advisers' Costs will be provided with the assessment of Your case and will be carried out by the independent Adviser. If the estimate exceeds the amount in dispute then We may decline or discontinue support for Your case.

#### **Duty of Disclosure**

You have a duty to answer all questions honestly and with reasonable care and not to make a misrepresentation or hide any information that would affect the contract of insurance.

Where this has not happened, We may use one of the remedies available to us under the Consumer Insurance Contracts Act 2019 including, cancel the policy, reject a claim or limit the amount We pay you in the event of a claim.

#### **Suspension of Cover**

If You breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### **Definitions**

Where the following words appear they have these special meanings.

#### **Adviser**

Our specialist panel solicitors or their agents appointed by Us to act for You, or, where agreed by Us, another legal representative nominated by You.

#### **Advisers' Costs**

Reasonable legal costs incurred by the Adviser. Third party's costs shall be covered if awarded against You.

#### **Contingency Fee Agreement/Conditional Fee Agreement**

An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.

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### **Conflict of Interest**

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### **Data Protection Legislation**

The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event.

### **Disclosure Breach**

Disclosing false or misleading information in the process of entering into this insurance contract.

### **Insured Event**

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance. For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### **Insurer**

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

### **Legal Action(s)**

- a) The pursuit or defence of civil proceedings and appeals against judgement following a Road Traffic Accident;
- b) The defence of criminal motoring prosecutions in relation to the Vehicle;
- c) Legal Helpline

The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.

### **Maximum Amount Payable**

The maximum payable in respect of an Insured Event is €100,000

### **Period of Insurance**

The Period of Insurance declared to and accepted by Us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### **Road Traffic Accident**

A traffic accident in the Territorial Limits involving the Vehicle occurring during the Period of Insurance for which You are not at fault and for which another known insured party is at fault.

### **Standard Advisers' Costs**

The level of Advisers' Costs that would normally be incurred by the Insurer in using a nominated Adviser of Our choice.

### **Territorial Limits**

#### **Uninsured Loss Recovery & Personal Injury:**

The Republic of Ireland, the United Kingdom, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Cyprus, Czech Republic, Denmark, Estonia, Finland, Faroe Islands, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden and Switzerland.

#### **Motor Prosecution Defence:**

The Republic of Ireland, the United Kingdom, the Channel Islands and the Isle of Man

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## Vehicle

The motor vehicle declared in the insurance schedule to which this cover attaches. This is extended to include a caravan or trailer whilst attached to the Vehicle.

## We/Us/Our

MIS Underwriting Limited.

## You/Your /Yourself

The person(s) named in the insurance schedule to which this cover attaches. This is extended to include an authorised driver or passengers for the Uninsured Loss Recovery and Personal Injury sections of cover.

## Cover

### Personal Injury

#### What is insured

You are covered for Advisers' Costs to pursue damages claims arising from a Road Traffic Accident whilst You are in, boarding or alighting the Vehicle against those whose negligence has caused Your injury or death.

If the Legal Action is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages You are claiming are above the Small Claims Court Limit, the Adviser must enter into a Conditional Fee Agreement and/or a Contingency Fee Agreement (dependent on the jurisdiction which waived their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the Small Claims Court Limit, Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.

#### What is not insured

##### Claims

- a) Relating to an agreement You have entered into with another person or organisation.
- b) For stress, psychological or emotional injury unless it arises from You suffering physical injury
- c) For Adviser's costs in claims handled by Personal Injury Assessment Board (PIAB) other than the PIAB Application Fee and Medical Report Fee.

#### Uninsured Loss Recovery

##### What is insured

You are covered for Advisers' Costs to pursue damages claims arising from a Road Traffic Accident against those whose negligence has caused You to suffer loss of Your insurance policy excess or other out of pocket expenses.

If the Legal Action is going to be decided by a court in England or Wales and/or the Republic of Ireland and the damages You are claiming are above the Small Claims Court Limit, the Adviser must enter into a Contingency Fee Agreement and/or a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the Small Claims Court Limit Advisers' Costs will be covered subject to General Exclusion 1(f).

#### What is not insured:-

##### Claims

- a) Relating to an agreement You have entered into with another person or organisation.
- b) For Applications for payment to the Motor Insurers Bureau of Ireland (MIBI) under the Untraced Driver's Agreement, or Uninsured Driver's Agreement or any future agreements funded by the MIBI.



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## Motor Prosecution Defence

### What is insured

Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from Your use of the Vehicle. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome.

### What is not insured:-

#### Claims

- A. For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the Vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive.
- B. For Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- C. For parking offences for which You do not get penalty points on Your licence
- D. For motoring prosecutions where Your motor insurers have agreed to provide Your legal defence

## General Exclusions

- 1. There is no cover:-
  - A. Where the Insured Event occurred before You purchased this insurance
  - B. Where You fail to give proper instructions to Us or the Adviser or fail to respond to a request for information or attendance by the Adviser
  - C. Where Advisers' Costs have not been agreed in advance or exceed those for which We have given Our prior written approval
  - D. For Advisers' Costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party
  - E. To defend Legal Actions arising from anything You did deliberately or recklessly
  - F. For claims made by or against the Insurer, Us or the Adviser
  - G. Where an estimate of Your Advisers' Costs is greater than the amount in dispute.
  - H. Where Your motor insurers repudiate the motor insurance policy or refuse indemnity
  - I. For any claim arising from racing, rallies, competitions or trials
  - J. For an application for Judicial Review
  - K. For appeals without Our prior written consent
  - L. For any Legal Action that We reasonably believe to be false, fraudulent, exaggerated or where You have made misrepresentations to the Adviser
  - M. Where at the time of the Insured Event You:
    - i) were disqualified from driving
    - ii) did not hold a licence to drive
    - iii) did not have a valid NCT certificate for the Vehicle
    - iv) did not procure valid vehicle tax
    - v) failed to comply with any laws relating to the Vehicle's ownership or use
  - N. For disputes between the Adviser and any other party which is only over the level of Advisers' Costs.
  - O. For Your solicitors own costs where Your claim is being pursued under a Contingency Fee Agreement

## Conditions

- 1. **Claims**
  - A. You must notify Us as soon as possible once You become aware of the Insured Event. Delay in reporting Your claim may prejudice Your claim. There will be no cover under this policy if, as a result of a delay in reporting the claim Our position has been prejudiced.
  - B. To report a claim You must follow the instructions under "How to make a claim" below.
  - C. We shall appoint the Adviser to act on Your behalf.
  - D. We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which must not be unreasonably withheld, We may reach a settlement of the Legal Action.

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- E.** You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment which are available on request.
- F.** The Adviser must:-
- i.** Provide a detailed view of Your prospects of success including the prospects of enforcing any judgement obtained without charge.
  - ii.** Keep Us fully advised of all developments and provide such information as We may require.
  - iii.** Keep Us regularly advised of Advisers' Costs incurred.
  - iv.** Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted there shall be no further cover for Advisers' Costs unless We agree in Our absolute discretion to allow the case to proceed.
  - v.** Submit bills for assessment or certification by the appropriate body if requested by Us.
  - vi.** Attempt recovery of costs from third parties.
  - vii.** Agree with Us not to submit a bill for Advisers' Costs to the Insurer until conclusion of the Legal Action.
- G.** In the event of a dispute arising as to costs We may require You to change Adviser.
- H.** The Insurer shall only be liable for costs for work expressly authorised by Us in writing and undertaken while there are prospects of success.
- I.** You shall supply all information requested by the Adviser and Us.
- J.** You are responsible for any Advisers' Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid by Us must be reimbursed by You.
- K.** You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost.

**2. Prospects of Success**

At any time We may, but only when supported by independent legal advice, form the view that You do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support. Examples of a positive outcome are:

- A.** Being able to recover the amount of money at stake
- B.** Being able to enforce a judgement
- C.** Being able to achieve an outcome which best serves Your interests

**3. Proportionality**

We will only pay Advisers' Costs that are proportionate to the amount of damages that You are claiming in the Legal Action. Advisers' Costs in excess of the amount of damages that You are able to claim from Your opponent will not be covered.

**4. Disputes**

If a complaint cannot be dealt with by the Financial Services and Pensions Ombudsman (see 'How to Make a Claim'), any dispute between You and Us may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Bar Council of Ireland may be asked to make a nomination of a barrister with suitable experience in insurance law. The arbitration will be binding and carried out under the Arbitration Act 2010. The costs of the arbitration will be at the discretion of the arbitrator.

**5. Disclosure**

If You fail to disclose relevant information or You disclose false information in relation to this policy, We, or the broker, may:

- 
- A. Cancel the contract and keep the premiums if the Disclosure Breach is deliberate or reckless
- B. Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the Disclosure Breach been known
- C. Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the Disclosure Breach been known
- D. Proportionately reduce the amount You are entitled to in the event of a successful claim if a higher premium would have been charged had the Disclosure Breach been known
6. **Fraud**  
In the event of fraud, We:
- A. Will not be liable to pay the fraudulent claim
- B. May recover any sums paid to You in respect of the fraudulent claim
- C. May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us
- D. Will no longer be liable to You in any regard after the fraudulent act.
7. **Other Insurances**  
If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, We will only pay Our share of the claim even if the other insurer refuses the claim.
8. **Cancellation**  
This cover is provided automatically as part of Your main insurance contract and cannot be cancelled in isolation. For details on how to cancel Your main insurance contract please contact Your insurance adviser.
- We may cancel the insurance by giving fourteen days' notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.
- We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:
- A. Where We have a reasonable suspicion of fraud
- B. You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers
- C. Where it is found that You, deliberately or recklessly, disclosed false information or failed to disclose important information
9. **Laws of the Republic of Ireland**  
This contract is governed by the laws of the Republic of Ireland unless otherwise agreed.
10. **Language**  
The language for contractual terms and communication will be English.
11. **Change in Law**  
Cover under this policy is based on laws and regulations in force at the time that it was written. If We believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

# Customer Services Information

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## HOW TO MAKE A CLAIM

**You** should telephone **0818 868 000** and quote “Prestige Underwriting – Motor Legal Expenses” to obtain advice and request a claim form. Alternatively, **You** can submit a contact form online by visiting [www.misunderwriting.com](http://www.misunderwriting.com).

Upon return of a completed claim form **We** will assess the claim and if covered, send details to the **Adviser** who will then contact **You** directly.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

## Data Protection MIS Underwriting

Who we are

In this notice, ‘**We**’, ‘**Us**’ and ‘**Our**’ refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com) **We** may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

### Our approach to Privacy

The privacy and security of **Your** personal information is very important to **Us**. **We** protect **Your** information with security measures under the laws that apply. **We** keep **Our** computers, files and buildings secure.

### The information you provide MIS Underwriting Ltd

**We** may receive personal information about **You**, when **You** contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving **Your Home**
- Reporting an incident involving **Your Vehicle**

This Information may include:

- Basic personal information such as **Your** name, address, email address, telephone number, date of birth or age, gender and marital status, **Your** car, **Your** home, **Your** household or **Your** travel arrangements
- Information about **Your** other policies, Claims history, Claims data
- Sensitive personal information such as criminal convictions, motoring offences and about **Your** health (current state of health or existing conditions)

Personal information (including details of injuries) may be recorded on claims registers i.e Insurance Link, and shared with other insurers. **We** may search this register to detect and prevent fraud. For further information on Insurance Link <http://inslink.ie/>

### How your data is used and shared by Insurers and Databases in relation to insurance

The data **You** provide will be used by **Us** and shared with other insurers as well as certain statutory and other authorised bodies

### Security

**We** are committed to protecting the confidentiality and security of the information that **You** provide to **Us** and **We** put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of **Your** information.

### Insurance Administration

**Your** information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. **Your** information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the **Insurer**, such as Investigators or **Loss Adjusters**.

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### **Update your information, request to erase your data, subject access request**

If **You** wish to contact **Us** regarding this notice **You** can contact **Us** at: -

Data Protection Officer,

14a Jocelyn Street, Dundalk, Co Louth, 91 XNY2

Telephone: 01 872 0179. Email – [underwriting@misgroup.online](mailto:underwriting@misgroup.online) – Please put **Your** request in the subject line.

### **How to find what information we hold about you**

**You** have the right to request a copy of all the personal information **We** hold about **You** in a **Subject** access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to **Us** at the address above or contact **Us** via email.

### **Complaints**

**You** have the right to complaint about how **We** treat your **Personal Data** and **Sensitive Personal Data** to the **Data Protection Commission**. The DPC can be contacted at <https://www.dataprotection.ie/en/contact/how-contact-us>. **We** are only allowed to keep **Your** information if **We** need it for the reasons outlined above. **We** will keep it in line with the industry, regulatory and contractual requirements

### **CUSTOMER SERVICE**

**We** aim to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly.

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks of **Us** receiving **Your** complaint, **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. At this point, if **You** are not satisfied with the delay, **You** may refer the matter to the Financial Ombudsman Service. **You** can also refer to the Financial Services and Pensions Ombudsman if **You** are not happy with **Our** final response or before **We** have investigated the complaint if both parties agree.

#### **Our contact details are:**

MIS Underwriting Limited

14a Jocelyn Street

Dundalk

Co Louth

A91 XNY2.

Tel: 01 872 0179

Email: [underwriting@misgroup.online](mailto:underwriting@misgroup.online)

#### **The Financial Services and Pensions Ombudsman contact details are:-**

The Financial Services and Pensions Ombudsman

Lincoln House,

Lincoln Pl,

Dublin 2,

DO2 VH29

Call: +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie), Website: [www.fspo.ie](http://www.fspo.ie); or Insurance Ireland on (01) 676 1820

### **Compensation**

**We** are covered by the Insurance Compensation Fund). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Insurance Compensation Fund. Information about the scheme is available at [www.centralbank.ie](http://www.centralbank.ie) or by phone on +353 (0)1 224 6000

### **Authorisation**

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

**You** can check **Our** status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland

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## 12. Private motor breakdown assistance policy wording

Definitions relating to MAPFRE ASSISTANCE Private Motor Breakdown Assistance.

**The Insured:** Any driver including the Insured who is driving the vehicle specified on the Certificate of Motor Insurance and who is driving with the Insured's knowledge and consent and who is a resident of The Republic of Ireland.

**The Company:** MAPFRE ASISTENCIA Compania Internacional de Seguros Y Reaseguros. S.A. T/A MAPFRE ASSISTANCE Agency Ireland (Company Registration Number 903874). MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency Ireland is authorised by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and regulated by the Central Bank of Ireland for conduct of business rules. MAPFRE ASSISTANCE Agency Ireland. Registered in Republic of Ireland. Reg No 903874

**The Passengers:** All non-fare paying passengers (excluding hitch-hikers) being transported in the Insured Vehicle at the time assistance is required.

**Insured Vehicle:** Any private car [not exceeding 3.5 tonnes total vehicle weight] and is 15 years and under at the time of taking this policy, which is currently insured in Republic of Ireland and which is driven within the terms of the current Certificate of Motor Insurance relating to such car.

**Territorial limit:** Island of Ireland.

**Period of Cover:** The period of cover is as specified in the private car insurance policy to which this Membership Certificate attaches. Such a period is not to exceed the period of insurance specified in the private car insurance certificate. The Insured is covered for the assistance services in this policy for a maximum of three breakdowns during the period of cover if the Insured has paid the premium

In such circumstances, or if the service is not provided for under the terms of this policy, the Company will try if the Insured's wish to arrange it at the Insured's expense. The terms of such assistance is a matter between the Insured and the Supplier.

### Section 1 Motor Breakdown Assistance

#### Benefits

MAPFRE ASSISTANCE on behalf of Prestige Underwriting Services (Ireland) Limited will provide the following benefits:

In the event of the Insured vehicle being immobilised as a result of a mechanical or electrical breakdown, fire, theft or any attempted theft, malicious damage, punctures, lost keys, stolen keys, keys broken in the lock or locked in the car.

MAPFRE ASSISTANCE (the Company) will arrange and pay for the benefits set out thereafter.

- One hour's free labour at the roadside if the vehicle can be repaired onsite.
- Towing the vehicle to the nearest garage capable of effecting repairs or to a garage of your choice, whichever is closer.
- A recovery provider to assist you in the event of a breakdown at your home.

#### Labour

We will cover the call out fee and up to one hour of labour onsite. Repairs carried out at the Recovery Provider's premises are not covered.

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### **Completion of Journey**

If repairs cannot be repaired onsite, and the insured vehicle has broken down away from the home address, You will be entitled to one of the following:

Onward transportation for the Insured and passengers' home or to their intended destination within the territorial limits. (maximum covered €31 per person, €127 in total)

Or

Use of a replacement car for up to 48 hours while repairs are carried out. (Limited to Class A Vehicle)

Or

Overnight accommodation for one night only, limited to Bed and Breakfast, while repairs to the Insured's vehicle are in progress, subject to maximum value of £40 per person and £150 in total or €40 per person and €150 in total.

Or

Transportation for the Insured to collect the Insured Vehicle and/or any reasonable public transport charges incurred by The Insured in collecting the Vehicle

### **Message Relay**

We will pass on two urgent messages for you.

MAPFRE ASSISTANCE Breakdown Assistance is a 24 hour emergency breakdown and recovery service. It is there to assist you in your time of need. The assistance provided is at The Company's discretion, as it will depend on availability at the time of the breakdown assistance request.

### **What to do?**

Should you require assistance, please telephone the Breakdown Assistance line:

Republic of Ireland 0818000222

Northern Ireland 00 353 91 545 952

Please have the following information available when you call:

- your exact location
- the registration number of your car.
- your policy number
- a telephone number where you can be contacted
- a description of the problem

MAPFRE ASSISTANCE are responsible only for the cost of providing benefits available through Breakdown Assistance as outlined in this policy wording. If you make your own arrangements you will not be reimbursed.

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## CUSTOMER CARE

In the unlikely event of a dispute occurring regarding this Policy You should, in the first instance, write to:

The Customer Service Department, MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway. Should you remain dissatisfied, You may contact: The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Phone: +353 1 567 7000, Email: info@fsp.ie Web: www.fspo.ie

Or, The Irish Insurance Federation Information Service, 39 Molesworth Street Dublin 2

This procedure is in addition to any other legal rights you may have to take legal proceedings. Any telephone calls made in connection with this Policy may be monitored or recorded to assist with staff training and for quality control purposes.

## Conditions

1. We will not pay for any expense or assistance that has not been authorised through the emergency helpline.
2. The Policy Number must be quoted when calling for assistance.
3. In the event of cancellation of the Policy by the Insured after 14 working days from the start date, no return of premium shall be allowed in respect of the Assistance portion of the premium.
4. Territorial limits of cover is the Island of Ireland.
5. To be eligible for assistance, the Insured shall hold a current Motor Insurance Policy.
6. Insured must be with the vehicle when the repairer arrives. If the insured is not with the vehicle and our repairer cannot assist, any subsequent assistance will be at the insured's own cost.
7. We may refuse assistance in circumstances where a driver is clearly intoxicated.
8. Your vehicle must at all times be maintained in a good mechanical and roadworthy condition and be regularly serviced.
9. If we have to make a forced entry to the Insured vehicle because you are locked out, you must sign a declaration which states that our recovery agents will not be responsible for the damage.
10. It will be the responsibility of the Insured to arrange and pay for alternative transport for any livestock, animals or pets carried within the Insured vehicle, if the vehicle has to be towed.
11. Vehicles eligible for assistance will be restricted to Private cars up to 3.5 tonnes in laden weight and are 15 years and under at the time of taking out this policy.
12. If you cancel an assistance, you are not eligible for another call out for that assistance.
13. We will use our best endeavours to recover your vehicle; however we cannot attempt to recover your vehicle if modifications or customization on the vehicle results in the recovery process being impeded. These types of modifications include but are not limited to wheel arches, wheel sizes, front and rear bumper height and alternations to manufacturer's original vehicle ride height.
14. Replacement cars are subject to commercial car hire criteria. This criteria may include, however is not limited to the following: full driver's licence without endorsements, a cash or credit card deposit. This criteria is not exhaustive and may change from time to time. It is also a condition of car hire that the car must be returned to the pick up point.
15. This contract is subject to Irish Law.
16. The language used in this and all other documents relating to this policy is English. All future communications both verbal and written will be in English.
17. MAPFRE ASSISTANCE Motor Rescue cover is limited to a maximum of 3 Assists in any 12 month policy term. After the 3rd Assist, your Motor Rescue policy becomes void



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## Exceptions

### The Company will not pay:

1. For any consequential loss arising from using the assistance services.
2. For expenses which are recoverable from any other source.
3. For any breakdown assistance where the vehicle is carrying more passengers than that for which it was designed as stated in the Manufacturer's specifications or arising directly of the unreasonable driving of the Vehicle on unsuitable terrain.
4. For any accident or breakdown assistance request brought about by an avoidable or willful or deliberate act committed by the Insured.
5. For the cost of repairing the vehicle other than outlined in the benefit, 'Labour' above.
6. For the cost of any parts, tyres, keys, lubricants, fluids or fuel required to restore a vehicle's mobility.
7. For breakdown assistance caused by fuels, mineral essences or other flammable materials, explosives or toxins transported in the vehicle.
8. For any breach of this section of the Policy or failure on our part to perform any obligation as a result of extraordinary circumstances, government control, restrictions or prohibitions, or any other act or omission of any public authority (including Government) whether local, national or international, or the default of any supplier, agent or other person or of labour disputes or difficulties (whether or not within the Company) or any other cause whatsoever where such cause is beyond our reasonable control.
9. For any winching costs or specialist equipment. For example, any vehicle or equipment used (other than a standard recovery vehicle) which is required to move a vehicle which has left the road or is overturned or without wheels, would be considered specialist equipment. Once the vehicle has been recovered to a suitable location, normal service will be provided.
10. For any breakdown assistance arising from loss of or damage to contents of your vehicle.
11. For breakdown assistance requests if the vehicle is inaccessible or in an off road location or cannot be transported safely or legally without hindrance using a standard transporter/equipment.
12. For breakdown assistance requests if the insured vehicle has been modified or is taking part in racing, trials, rallying or criminal conduct.
13. For recurring breakdown assistance requests due to the same cause where a permanent professional repair has not been undertaken to correct the fault.

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## Data Protection

We need to obtain personal information from you to provide you with the policy of insurance.

We use your personal information in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the terms of the policy;
- to confirm, maintain, update and improve our customer records;
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

We may share your details with other companies within the MAPFRE group to support the administration of your policy. We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Information which you supply to us in connection with this policy will be held on our computer records and stored according to the GDPR. We will not keep your personal information for longer than necessary.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given to us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

Under the GDPR you also have the below rights in relation to your personal data;

- Request correction/rectification of your personal data.
- Request erasure of your personal data, a right to be forgotten.
- Object to processing of your personal data.
- Request restriction of processing your personal data.
- Request transfer of your personal data.
- Right to withdraw consent.

If you wish to exercise any of these rights please contact us at the address above.

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We keep records of any transactions you enter with us or our partner companies for six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements. We may keep other personal information about you if it is necessary for us to do so to comply with the law.

**To assist with fraud prevention and detection we may:**

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies;
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers;
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations who may also use and search these records to:
  - a) help make decisions about credit and credit related services for you and members of your household;
  - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
  - c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
  - d) check your identity to prevent money laundering, unless you provide us with other satisfactory proof of identity;
  - e) undertake credit searches and additional fraud searches.

Under the GDPR, the MAPFRE group can only discuss your personal information with you. If you would like anyone else to act on your behalf, please contact us. You can do this by contacting our Data Protection Officer, Ireland Assist House, 22-26 Prospect Hill, Galway.

**Cancellation**

The Insured has a right to cancel cover and to receive a full refund of Premium under this Policy provided no losses are known or reported by giving written notice of cancellation within 14 working days from the Start Date to MAPFRE ASSISTANCE Agency Ireland, Ireland Assist House, 22-26 Prospect Hill, Galway, enclosing the certificate and terms and Conditions. Unless the Insured exercises this right to cancel within the above period, the Insured shall not thereafter be entitled to any refund of Premium.

**Insurance Act 1936**

All monies which become or may become payable by Us to You under this policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable in the Republic of Ireland.

**Stamp Duties Consolidation Act 1999**

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

**Signed on behalf of the Company**



Craig Senior  
General Manager

**By Authority of the Board**

**13. Privacy Notices**

**13.1 Prestige Underwriting Services (Ireland) Limited Privacy Notice**

**Our details**

Prestige Underwriting Services (Ireland) Limited is the Data Controller for any personal information you supply to us. If you would like to speak to us about how we use your information you can contact us on (049) 4371830 or contact us by writing to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

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### How we will use your information

Your personal information may be used by Prestige Underwriting Services (Ireland) Limited for the following purposes that are necessary for the performance and management of your contract of insurance, to determine our underwriting and pricing strategies, for our legitimate interests as an underwriting agency and for compliance with any legal obligations.

- to make a decision whether we choose to accept or decline the proposed risk;
- to calculate your premium and policy terms;
- to service your policy;
- to maintain our records;
- to confirm your identity and to prevent fraud;
- to investigate and resolve any complaints;
- to deal with any claims you should submit under your policy;
- to verify the information you provide;
- to undertake internal quality monitoring and external audits;
- to carry out market research, pricing and underwriting strategies, statistical analysis and customer profiling;
- we may supply information to law enforcement agencies, our regulators and other statutory bodies when we believe it is necessary for the detection and prevention of crime and/or fraud and as otherwise required by or permitted by law.
- we may share information with third parties per Section 21 of The Consumer Insurance Contract Act.

### The information we receive

We may obtain personal information from you directly or from someone you have authorised to supply personal information on your behalf, such as your broker. This information is necessary for the performance and management of your contract of insurance, for our legitimate interests as an underwriting agency and for compliance with any legal obligation. This information may consist of the following:

- your name, contact details (including home address, telephone number and e-mail address) and date of birth;
- all other personal information that is provided to your broker when completing an application for any policy, including (as necessary) any sensitive information (e.g. information about your health and/or previous convictions);
- details of all policies held with us including cover dates, any lapsed policies and cancellations;
- details of claims on policies held with us;
- your payment history relating to policies held with us.

If you are unable to supply the required information we may be unable to offer you insurance or continue with cover.

We may also obtain information from third parties to confirm your personal data and verify claims information.

We retain information in line with provisions issued by our regulatory body, the Central Bank of Ireland, in order to manage your policy, deal with complaints and manage claims. We will only retain your personal data for as long as we are required by law.

### Disclosing other peoples information

You should show this privacy notice to anyone whose information is disclosed to us with your policy information, you must also obtain their consent to share their information. You must ensure all information provided to us is correct and to the best of your knowledge.

### Fraud prevention and detection

It is important that you take reasonable care when providing us with information and answer any questions honestly and to the best of your knowledge. Providing fraudulent or incorrect information could affect the price of your policy, result in your policy being cancelled and claims being rejected or not fully paid.

As a condition of your policy, it is important that you report all incidents which may or may not give rise to a claim to us.

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In order to prevent and detect fraud we may (at any time) share information about you with other organisations and public bodies (including the police) and check and/or file your details with fraud prevention agencies and databases. If you give us false or inaccurate information and/or we suspect fraud, we will record this. We can provide any details required by us under a court order.

We and other organisations may also search these agencies and databases to: help make decisions about the provision and administration of insurance, credit and related services (for you and members of your household), trace debtors or beneficiaries, recover debt, prevent fraud, manage your insurance policies, check your identity for the purposes of preventing money laundering (unless you furnish us with other satisfactory proof of identity) and undertake credit searches or additional fraud searches. On request, we can supply further details of the databases we access or contribute to.

Any information shared by us can be used by other bodies in their decision making process, as can information shared from other bodies be used in our decision making process.

#### **Call recording**

Telephone calls with us may be recorded for training, monitoring, audit requirements, quality assurance purposes and fraud prevention and detection. Call recordings may also be supplied to third parties or your insurer as shown on your schedule if they request a call recording in order to investigate a claim, complaint or suspected fraud which we have made them aware of.

#### **Transfer to 3rd parties and outside the EU**

In order to deliver our services to you, we may use third party processors (for example credit searches and fraud prevention agencies). Such processing is conducted under contract and we ensure that appropriate data protection and information security assurances are provided.

We may also share your information with an authorised third party supplier appointed by us during a claim, for example a loss adjustor, recovery agencies or approved repairer in order to assist with your claim or provide repair/replacement services. We will only share the information required by the third party and will ensure that appropriate data protection and information security assurances are in place.

In circumstances where we may need to process some of your information using third parties located in countries outside of the European Union, we will take all necessary steps to ensure it is adequately protected. This includes ensuring there is an agreement in place with the third parties which provides the same level of protection as required by the data protection regulations in the EU.

#### **Your rights**

You have the right to access or obtain copies of the personal information held about you by us. A response to your request will be provided to you within one calendar month of us receiving a valid request.

You have the right to restrict processing of inaccurate information and request that we correct any inaccuracies in the information held about you. You may also have the right to erasure of data in certain circumstances.

Where we hold or process data on the basis of your consent you have the right to withdraw that consent.

You have the right to withdraw your consent for your information being used for market research, pricing strategies, underwriting strategies, statistical analytics and customer profiling.

If you wish avail of these rights please write to the Data Protection Officer, Prestige Underwriting Services (Ireland) Limited, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67 or call us on (049) 4371830 for more information.

#### **The Data Protection Commissioner**

You can find more details about data protection from the Data Protection Commissioner's Office at <https://www.dataprotection.ie/docs/Home/4.htm> . You can also contact the Data Protection Commissioner if you believe we have not complied with our obligations.

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## 13.2 AXA Insurance dac Privacy Notice

This document is a summary of the AXA Insurance Data Protection Statement. It contains a brief description of the information you need to understand how we use your data.

**If you would like more detailed information on how we use your data, please contact your Broker and request the full AXA Insurance Data Protection Statement or send an email to AXA at [dataprotection@axa.ie](mailto:dataprotection@axa.ie). We encourage you to periodically review this document (or an updated version of it) or our full Data Protection Statement to keep informed about how we use your personal data.**

### 1 General

References to “AXA”, “us”, “our” and “we” mean AXA Holdings Ireland Limited and its subsidiaries, including AXA Insurance dac (the ‘data controller’), and any associated companies from time to time.

**Please make sure that anyone else who is insured under your policy has provided you with consent to provide their personal information to us.**

**It is important that you show this document or the full AXA Insurance Data Protection Statement to anyone else who is insured under your policy of insurance, including any named drivers and anyone living at the property insured under your policy, as it also applies to them.**

#### Queries and Complaints:

If you would like to contact us in relation to any aspect of our use of your personal data, please contact our Data Protection Officer (or ‘DPO’) at +353 (0)1 471 1812 or [compliance@axa.ie](mailto:compliance@axa.ie) or write to: DPO, AXA Insurance dac, Wolfe Tone House, Wolfe Tone Street, Dublin 1.

Alternatively you have the right to lodge a complaint with a data protection regulator, such as the Data Protection Commissioner (in ROI) or the Information Commissioner’s Office (in NI). Their contact details are available at [dataprotection.ie](http://dataprotection.ie) and [ico.org.uk](http://ico.org.uk).

### 2 Collection

As a Broker customer, the majority of the information we receive about you (and any other people insured under your policy of insurance) comes from your Broker. We may also obtain personal data from various other parties or sources, including you, your representatives (if applicable), other insurance companies, third parties involved in a claim or potential claim, the emergency services and from searches (such as industry databases, State or government departments, bodies or agencies, media outlets or credit reference agencies).

### 3 Use of Information

We mainly use your personal information so that we can provide a quote, set up, administer and manage your policy and to manage and investigate complaints and claims. However, we may also use the personal data we gather for any or all of the following purposes:

- to verify your (or your representative’s) identity;
- to provide customer loyalty programmes and value added services;
- for statistical analyses and the review and improvement of AXA’s products, services and processes;
- to carry out market research and to improve our processes, products or services;
- for the detection and prevention of fraud, money laundering and other offences;
- for staff training and management;
- for storage and to make back-ups of data;
- for reinsurance purposes and AXA Group reporting purposes (where necessary);
- for compliance with all relevant laws and regulations; and/or
- as set out in this documents and other documents provided or made available to you.

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#### Legal Basis for processing:

The legal bases we rely on for using your personal data for the above purposes in the majority of circumstances are where:

- the processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (including a quote that is not taken up);
- the processing is necessary for compliance with a legal obligation to which we are subject; and
- the processing is necessary for the purposes of the legitimate interests pursued by us. In such cases, our legitimate interests are as follows:
  - to use your data to make certain types of payment that are not required by law or a contract;
  - to add value to the AXA product offering;
  - to engage in activities to improve and adapt the range of products and services we offer and to help our business grow and to ensure that our systems are effective and efficient;
  - to investigate and prevent potential fraudulent and other illegal activity; or
  - the proper running of its business.

Sensitive data (such as criminal conviction and health related data) will only be processed for any of the above purposes by way of (a) explicit consent, (b) for the assessment of risk, (c) for the prevention of fraud, (d) for the establishment, exercise, enforcement or defence of legal claims or (e) to protect the vital interests of a person.

#### 4 Sharing of Information

In providing our services to you we may share your personal data with various third parties, including:

- Your representatives, such as a relative, another person insured under your policy, your Broker or your lawyers;
- Our representatives, such as companies that provide various services (including telecommunications, data storage, document destruction, fraud detection, credit checking, IT, risk analysis and complaints handling), claims related service providers (including for the assessment of liability, injuries, damage to vehicles and other property), lawyers and, from time to time, private investigators;
- Other third parties, such as other individuals involved in incidents (and their representatives), other insurance companies, anti-fraud databases (such as Insurance Link, the Claims and Underwriting Exchange Register and the Motor Insurance Anti-Fraud and Theft Register), reinsurers, external advisors and auditors and AXA Group companies; and
- State or government departments, bodies or agencies (such as the police, the Department of Transport and the Driver and Vehicle Licensing Agency, the Motor Insurance Database, the National Vehicle File, the Motor Insurers' Bureau and the Motor Insurers' Bureau of Ireland).

##### International Transfers

On occasion we or a service provider may transmit certain aspects of your personal data outside the European Economic Area:

a) Switzerland, b) the USA, c) Malaysia and d) Costa Rica and e) to AXA Group companies in other non-EEA countries (where necessary). AXA complies with the law regarding international transfers of data by relying on the European Commission's standard data protection contract clauses under Article 46.2 of the GDPR (b, c and d), Binding Corporate Rules under Article 47 of the GDPR (e) or the decisions of the European Commission stating that certain countries, such as Switzerland, ensure adequate levels of data protection in their law (Article 45 of the GDPR).

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## 5 Data Collected

The table below contains examples of the types of data we collect for the purposes set out in this document:

Category	Type of Data Collected
Policy information:	Name, address, date of birth, gender, licence details, payment details, vehicle and property details, driving and claims history, relevant criminal convictions, penalty points, etc.
Information obtained from sources other than you:	Penalty points, address look up, geocoding information, vehicle details and history, credit score, etc.
Claims information:	The circumstances of an incident, health information (injuries and relevant pre-existing health conditions), relevant criminal convictions, etc.

## 6 Retention of Data

Generally we keep personal information for the following periods:

Type of Information	Retention Period
Quote information (where a policy is not taken out):	15 months.
Policy information:	The life of the policy plus 10 years.
Claims information:	10 years from when the claim is finalised (settlement, court hearing, withdrawal of claim, etc.).
Claims information – where there is the potential for a child to make a claim:	Up to 3 years after the child in question turns 18 years of age.



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We also retain certain limited details beyond these periods to deal with any claims we receive after the statute of limitations has expired (late claims) and any claims we receive where the claimant was not aware of the damage until a long time after it was caused (latent claims). We retain these details (for example names, policy start and finish dates and cover details) for 25 years (for late claims) and 60 years (for latent claims).

### **7 Automated Decision-Making**

We use automated decisions-making, using information including customer details and claims experience, in the underwriting of your insurance policy. Underwriting is the process by which an insurance company examines, accepts or rejects risks and classifies those selected in order to charge an appropriate premium. We use an algorithm, which uses complex mathematical and actuarial methods of calculating and pooling risk, for insurance underwriting purposes. Where we use automated decision-making, you are entitled to make representations to a member of staff in relation to the decision in question.

### **8 Your Rights**

As a 'data subject', you have the right:

- a) to withdraw consent where we are processing your information on the legal basis of consent;
- b) of access to the personal data concerning you that we hold and to be informed why and how we process that data;
- c) to require us to correct any inaccurate information about you (including missing details). In certain cases, you are required by the terms of your insurance policy to make such corrections.

#### **The following rights apply from 25th May 2018**

- d) of erasure/right to be forgotten, which means you have a right to have personal data concerning you erased. However you may only request the deletion of your data in specific situations.
- e) not to be subjected to decision-making, including profiling, based solely on automated processing (i.e. decisions made solely by a computer without human involvement) in certain circumstances.
- f) to data portability, which means you may request from us all personal data that you provided to us. You may also request that we send this data to another company or person.
- g) to object to the processing of your personal data, where we do so on the basis of a 'legitimate interest' (see the Legal Basis section above). We will then stop processing the personal data in question unless we can demonstrate compelling legitimate grounds for the processing that override your right or unless we need to use it in a legal claim.
- h) to restrict processing of your personal data where you feel that it is inaccurate, that we are processing it unlawfully or that we no longer need it or where you have invoked your right to object (as set out in Section 8 (g) above).

Please send all requests to us (details in Section 1 'General' above) in writing (by post or email).

### **13.3 Motor Insurance Database**

Your policy details will be supplied to the Motor Insurance Information Centre of Ireland (MIICI), the information held by the MIICI may be used by certain statutory and/or authorised bodies including the Garda Síochána and other bodies permitted by law for purposes not limited to but including:

- Law enforcement (prevention, detection, apprehension and/or prosecution of offenders)
- The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in an accident (in the Republic of Ireland or abroad), insurers and/or the MIICI may search the MIICI records to obtain relevant information.

Any person (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MIICI records.



# PRESTIGE

UNDERWRITING IRELAND

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**24 HOUR ACCIDENT REPORTING LINE**  
**0818 736524**

You can call our claim reporting line anytime, day or night. We are on hand 24 hours a day, 365 days a year, to take notification of any new claim and assist you in an emergency.

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Your policy will be underwritten by Axa Insurance Limited and administered on their behalf by Prestige Underwriting Services Limited.

Prestige Underwriting Services (Ireland) Limited is regulated by the Central Bank of Ireland. Registered in Ireland. Company Registration Number 119908. Registered address: Ground Floor, Teach Chinn Aird, Ashe Street, Cavan, Co. Cavan, H12 PF67.

AXA Insurance dac is regulated by the Central Bank of Ireland. AXA Insurance dac is a private company limited by shares, registered in Ireland number 136155. Registered Office: Wolfe Tone House, Wolfe Tone Street, Dublin 1.

AXADR/0623RL