

Private Motor Insurance Excess Refund Policy Wording



About this Insurance

This insurance has been arranged with Great American International Insurance (EU) DAC by Worldwide Insurance Brokers And Advisors Limited T/A Broker Options. If **you** need to discuss any aspect of **your** policy please contact **your broker** or Broker Options using the contact details below.

Broker Options

WORLDWIDE INSURANCE BROKERS AND ADVISORS LIMITED T/A Broker Options
Unit 20, Sandyford Office Park
Sandyford
Dublin 18

Tel: 00353 (1) 2948669
Fax: 00353 (1) 6968966
Email: info@brokeroptions.ie
Web: www.brokeroptions.ie

Your insurer

This section explains who **Your** insurer is

This insurance is underwritten by Great American International Insurance (EU) DAC. Great American International Insurance (EU) DAC are registered in Dublin, Ireland at Station House, Dublin Road, Malahide, K36 K193, Co Dublin, Ireland. Company Registration Number: 380145. Great American International Insurance (EU) DAC is regulated by the Central Bank of Ireland.

Disclaimer

You need to check this insurance meets **your** requirements before taking out the policy!

We have not provided **you** with a personal recommendation as to whether this product is suitable for **your** needs so **you** must decide yourself whether it is or not. **You** have made a decision based on the information made available to **you**. If after reading the policy, this insurance does not meet with **your** requirements, please notify **your broker** in writing within 14 days from the **commencement date** of this insurance and **we** will refund **your premium** provided that no claims have been made.

Eligibility criteria

You need to check **you** are eligible for the policy.

You are eligible for this insurance cover if:

- a. **you** are aged 18 or over; and
- b. **you** are a permanent resident of the Republic of Ireland and **your** permanent address is located within the Republic of Ireland; in the past 5 years **you**;
 - c. have not made more than 2 claims on any insurance policy; and
 - d. have not had the total **value** of all claims exceed €5,000; and
 - e. **you** have not had any insurance or proposal:
 - I. cancelled
 - II. withdrawn
 - III. declined
 - IV. made subject to special terms; and
 - f. **you** have not been;
 - I. convicted of or charged with any offence, other than a motoring offence or conviction spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016; or
 - II. declared bankrupt or become insolvent or made any voluntary arrangement with creditors or been subject to enforcement of a judgement debt.

Important information

This section highlights some important details of **your** policy.

Please take the time to read the contents of this policy to ensure that **you** understand the cover **we** are providing to **you** and that **you** comply with **our** eligibility requirements, terms and conditions.

This policy wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason. **We** recommend that **you** periodically review **your** policy to ensure that it continues to meet **your** needs.

In return for the payment of **your premium we** will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** during the **period of insurance** or at renewal.

If **you** pay for **your** policy annually, then **your** policy is an annual policy for which the full annual **premium** must be paid at inception and again at each

annual renewal date. The type of policy **you** have will be shown on **your policy schedule**.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear in **bold** type.

Broker	The insurance intermediary authorised by the Central Bank of Ireland who arranged this insurance for you.
Commencement date	The date your cover shall start, as shown on your policy schedule .
Excess	The amount that you are responsible for and which will be deducted, or payable by you , in the event of each agreed claim under a primary insurance policy and which is clearly stated as an excess on the claims settlement document.
Motor Vehicle	A motor car manufactured for the carriage of up to 8 people which is used solely for private use and which is owned by you or rented or leased to you under the terms of a lease or hire purchase agreement.
Nuclear risks	<ol style="list-style-type: none">a. any sort of nuclear material, nuclear reaction, nuclear radiation or radioactive contamination;b. any products or services which include, involve or relate in any way to anything in a. above, or the storage, handling or disposal of anything in a. above;c. all operations carried out on any site or premises on which anything in a. or b. above is located.
Period of insurance	The period specified on your policy schedule when your policy is in force.
Policy Schedule	The document attaching to this policy which confirms your details (e.g. name and address), the primary insurance policy number, the vehicle registration plate number to which this insurance applies, the amount of the excess covered by this policy, the premium , the period of insurance of your policy and any endorsement.
Premium	The amount referred to as such on your policy schedule that you are required to pay in exchange for cover under this policy.
Primary Insurance Policy	The policy numbered as specified in the Schedule and being an insurance policy taken out by you covering your private motor vehicle with an Insurer who is authorised and regulated in the Republic of Ireland and under which you are named as the Policyholder.

Terrorism	An act - whether involving violence or the use of force or not - or the threat or the preparation thereof, of any person or group(s) of persons - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which is designed to, or does intimidate or influence a de jure or de facto government or the public or a section of the public, or disrupt any segment of the economy and from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
War	War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
We / Us / Our / Insurers	Great American International Insurance (EU) DAC
You / Your / Yourself	The person, company or other legal entity named in the policy schedule .

Change of circumstances

You need to let **us** know if anything significant changes that could affect **your** policy.

You must immediately advise **your broker** if any of the following circumstances change, at any point during the **period of insurance**;

- a. **you** are no longer a permanent resident of the Republic of Ireland;
- b. **you** change **your** address;
- c. **you** have insurance cancelled, or declined, or withdrawn, or terms applied by another insurance provider.

If **you** are not sure if a change in circumstances is relevant to **your** policy, please contact **your broker** for advice.

Cancellation

If **you** need to cancel **your** policy then these are the steps to take, and what will happen.

We hope **you** are happy with the cover this policy provides. However, if after reading the policy, this insurance does not meet with **your** requirements, please notify the **administrator** in writing within 14 days from the **commencement date** of this insurance and **we** will refund **your premium** provided that no claims have been made.

If **you** wish to cancel **your** policy after 14 days from the **commencement date** of this insurance, provided that you give us 30 days written notice and that no claims have been made, **you** will be entitled to a pro-rata refund of **premium** paid. If **you** pay **your** premium monthly there will be no refund of premium as **you** will have already received the cover for the premium paid to date.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation email will be sent to **you** at **your** last known email address. Valid reasons may include but are not limited to:

- a. where **we** reasonably suspect fraud;
- b. non-payment of **premium**;

- c. threatening and abusive behaviour;
- d. non-compliance with policy terms and conditions;
- e. **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the **commencement date**.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premium you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the **premium**.

When your policy will end

When **you** will no longer be covered by this policy.

The benefits provided under this policy will cease on the earliest of the following:

- a. the end date, as shown on **your policy schedule**;
- b. **we** have paid a claim; or
- c. the date **your** policy is cancelled.

Governing law

This explains who governs the law of the policy.

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

What is covered

Excess Refund

Subject to **you** having paid the appropriate **premium**, if **you** make a claim under **your primary insurance policy we** will reimburse **you** the amount of the **excess** applicable to that policy up to the amount specified in the **schedule**. This Policy will only apply if all the below criteria has been met:

Criteria

- a) the incident that led to the claim under **your primary insurance policy** happened during the **period of insurance** and,
- b) the claim under **your primary insurance policy** was paid in accordance with the policy terms, conditions and exclusions of the **primary insurance policy** and,

- c) the cost of the claim under **your primary insurance policy** was more than the amount of the excess on **your primary insurance policy** .
- d) Notification of a claim under this policy was made within 30 days of the payment of a valid claim under **your primary Insurance Policy**.

You may not claim more than once during any one period of insurance and the maximum we will pay you in any one period of insurance will not exceed the amount shown in your policy schedule.

What is not covered

This Policy will not apply if:

1. any claim for a loss occurring before or after the **period of insurance**;
2. no **excess** was paid by **you** or deducted from **your** claim under **your primary insurance policy**;
3. the claim **you** made under **your primary insurance policy** was unsuccessful or was for less than the amount of the **excess** under that policy;
4. the amount contributed by **you** or deducted from **you** is not clearly defined by **your primary insurance policy** as being a policy **excess**;
5. the **excess** has already been recovered or is recoverable by **you** from a third party;
6. the claim under the **primary insurance policy** was for a loss occurring outside the European Union, United Kingdom, San Marino, Vatican City, Norway or Switzerland.;
7. the **Insured Vehicle** was being used for
 - a. hire or reward; or
 - b. commercial travelling or the carriage of goods or samples in connection with any trade or business; or
 - c. in connection with racing, rallies, trials or competitions of any kind; or
 - d. Any purpose in connection with the Motor Trade other than use necessary for overhaul, upkeep and/or repair
8. a claim for theft or attempted theft under the **primary insurance policy** was not reported to the gardai or police
9. a claim under the **primary insurance policy** arises from **your** unlawful use of drink or drugs;
10. the claim was in any way as a result of **Nuclear risks, Terrorism or War**; or

11. notification of a claim under this policy made more than 30 days after the payment of a valid claim under the **primary insurance policy**;
12. the **excess** incurred is in respect of a hire car (other than under the terms of a Hire Purchase agreement);

CYBER LOSS EXCLUSION CLAUSE

1. Notwithstanding any provision to the contrary within this contract, this contract excludes any Cyber Loss.
2. Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1. the use or operation of any Computer System or Computer Network;
 - 2.2. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3. access to, processing, transmission, storage or use of any Data;
 - 2.4. inability to access, process, transmit, store or use any Data;
 - 2.5. any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6. any error or omission or accident in respect of any Computer System, Computer Network or Data;
 - 2.7. any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.
3. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
4. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
5. Data means information used, accessed, processed, transmitted or stored by a Computer System.
6. When this clause forms part of a reinsurance contract, Insured shall be amended to read (or refer to) Original Insured.

General conditions

Fraud

You must not act in a fraudulent way. **Your** insurance may be invalid if **you** or anyone acting for **you**:

- a. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- b. fails to reveal or hides a fact likely to influence the cover **we** provide;
- c. makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- d. sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- e. makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- f. makes a claim for any loss or **damage you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any **premium** to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

Subrogation

In the event that a third party is deemed liable for part or all of any claim, **we** may exercise **our** right of subrogation.

You shall, at **our** request and **our** expense, agree to and permit **us** to do such acts and things as may be necessary or reasonably required for the purpose of exercising this right.

You will take no action or make any agreements that may weaken or remove **our** rights under this clause without **our** prior written permission.

We will pay any costs or expenses involved in exercising **our** right of subrogation.

Economic or Trade Sanctions

No cover or benefit shall be provided, and no sum shall be payable under this policy to the extent that providing or paying it would directly or indirectly put **us** or **our** ultimate parent company in breach of any applicable economic or trade sanction laws or regulations.

Language

Your policy will be in English unless **you** and **we** agree otherwise.

Your insurer

The underwriter of your insurance is Great American International Insurance (EU) DAC, having its registered office at Station House, Dublin Road, Malahide, Co Dublin, K36 K193.

Regulatory Status	Great American International Insurance (EU) DAC is licensed <i>the Central Bank of Ireland for conduct of business rules</i> .
Main business	Great American International Insurance (EU) DAC is a non-life insurance undertaking which underwrites various insurance products.
Stamp Duty	<p>Insurance Act 1936 (or future amendments thereto) All monies which become or may become payable by the Company under this policy shall in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.</p> <p>Finance Act 1990 (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.</p>

Making a claim

NB – Your claim must be submitted within 30 days of the payment of a valid claim under your primary Insurance Policy

In the event **you** need to make a claim, please contact the **broker** who arranged this insurance for **you**.

Complaints procedure

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints procedure below:

The policy, service and claims

Please contact the **broker** of the policy.

If **your** complaint about **your** policy cannot be resolved by the end of the third working day, **your broker** will pass it to:

The Complaints Manager
Great American International Insurance (EU) DAC
Station House
Dublin Road
Malahide
County Dublin
Ireland

Telephone: 01 845 4850

Fax: 01 845 8414

Email: gaeucomplaints@GAIG.COM

Website: www.gail.com

If **we** cannot give **you** a final decision within 4 weeks from the date **we** receive **your** complaint, **we** will explain why and tell **you** when **we** hope to reach a decision.

Our decision is final and based on the evidence presented. If **you** feel that there is any new evidence or information that may change **our** decision **you** have the right to make an appeal

Should **you** be dissatisfied with **our** Complaints Manager's decision or fail to receive a final answer within eight weeks* of **us** receiving the complaint, **you** have the right to refer the matter directly to the Chief Executive Officer of Great American International Insurance Company DAC at the above address.

*NOTE: The timescales given above are dependent on **you** responding immediately to any correspondence **we** send **you**.

In all correspondence please state that **your** insurance is provided by Great American International Insurance (EU) DAC and policy number.

Financial Ombudsman

If **you** have received the final response to **your** complaint and **you** are still dissatisfied, **you** may refer **your** case to the Financial Services Ombudsman Bureau (FSOB). The FSOB will only consider complaints after **you** have been provided with written confirmation that the internal complaints procedure has been exhausted. The FSOB's contact details are:

Financial Services Ombudsman Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2.

Lo Call: 1890 88 20 90
Phone: +353 1 6620899
Fax: +353 1 6620890

Email: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

Alternatively, if **you** have purchased **your** policy online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform <http://ec.europa.eu/odr>

Compensation Scheme

Great American International Insurance (EU) DAC is regulated by the Central Bank of Ireland (C34050) for the Conduct of Business Rules. In the event that the company cannot meet its insurance obligations **you** may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about the compensation scheme arrangements is available from the Central Bank of Ireland by writing to P.O. Box 9138, College Green, Dublin 2, Republic of Ireland or by telephone or fax (Tel: 01 410 4000 or Fax: 01 410 4900) or by e-mail consumerinfo@centralbank.ie.

Additional information

Information processing

You should understand that any information **you** have provided and may provide in future will be processed by **us**, in compliance with the provisions of the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing that information to other parties. **You** have expressly granted **your** permission for information relating to **you** to be held and processed by related companies in the United States of America.

Personal information (including sensitive personal information)

We collect and process information provided by policyholders and third parties. Information **we** process may be defined as personal and/or sensitive personal information under the relevant data protection laws.

Personal information is defined as information that may identify a living individual e.g. name, address, driving licence and national insurance numbers. Personal information is also information that can identify an individual through a work function or title.

<p>Your electronic information</p>	<p>Personal information we ask you for may be sensitive personal information, this could be information about your health or any criminal convictions. We will not use that sensitive personal information about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive personal information about other people with their agreement.</p> <p>If you contact us electronically, your electronic identifier may be collected e.g. Internet Protocol (IP) address or your telephone number may be supplied by your service provider.</p>
<p>How we use your information and who we share it with</p>	<p>Your personal information and/or sensitive personal information may be used by us in a number of ways, including to:</p> <ul style="list-style-type: none"> • arrange and administer an application for insurance; • manage and administer the insurance; • investigate, process and manage claims; and/or • prevent fraud. <p>We may pass your personal information and/or sensitive personal information to third parties, including our authorised agents; service providers; contractors; the insurers and their reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.</p> <p>In order to prevent and detect fraud we may share your personal information and/or sensitive personal information with other organisations and public bodies, including the police, credit reference agencies and fraud prevention agencies and check and/or file the details with fraud prevention agencies and databases.</p> <p>We may use and share your personal information and/or sensitive personal information within the within the Great American Insurance Group to:</p> <ul style="list-style-type: none"> • assess financial and insurance risks; • recover debt; • prevent and detect crime; and • develop products and services. <p>We do not disclose your information to anyone outside the Great American Insurance Group except:</p> <ul style="list-style-type: none"> • where we have your permission; • where we are required or permitted to do so by law;

- to other companies who provide a service to **us** or **you**; or
- where **we** may transfer rights and obligations under the insurance.

Insurers also participate in industry databases such as those operated by the Irish Insurance Federation, including Insurance Link Central Register (Insurance Link), the Motor Insurance Bureau of Ireland (MIBI) and the National Fleet Database (NFD).

Insurers may also, in certain circumstances, use private investigators to investigate a claim.

Through Insurance Link, personal and/or sensitive personal information may be shared with insurance companies, self-insurers or statutory authorities. **We** also reserve the right to use Insurance Link information at the underwriting stage.

More information about Insurance Link can be found at www.inslink.ie

Why it is necessary to share information?

Insurance companies share claims data:

- to ensure that more than one claim cannot be made for the same personal injury or property damage;
- to check that claims information matches what was provided when the insurance was taken out; and
- when required, to act as a basis for investigating claims when it is suspected that insurance fraud is being attempted.

The purpose of Insurance Link is to help insurers identify incorrect information and fraudulent claims and, therefore, to protect policyholders.

In certain cases, where an insurance company through Insurance Link identifies that a claimant has made a previous claim to another insurance company, the insurance companies may exchange additional information about the policy holder.

Data protection act

Information about insurers' obligations in relation to **your** information is contained in the Data Protection Commissioner's Code of Practice on Data Protection for the Insurance Sector, which is available at www.dataprotection.ie.

Under the Data Protection Act 1988 and the Data Protection (Amendment) Act 2003 **you** have a right to know what information **we** collect. **You** also have the right to know what information is held on Insurance Link. If **you** wish to exercise this right then please contact **us** at the address below.

We may transfer **your** personal and/or sensitive personal information to other countries including countries outside of the European Economic Area. If this

happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

By providing **you** with **your** personal and/or sensitive personal information and proceeding with this insurance, **you** consent to all of **your** information being used, processed, disclosed, transferred and retained for the purpose of administration of this insurance.

If **you** are a third party supplying **us** with information, **you** should ensure that **you** have fairly and fully obtained consent from any other person covered by this insurance for the processing of his or her information by **us**. **You** should also show this notice to any other person covered by this insurance.

Please write to **us** at the address below if **you** do not wish **your** information to be used for any of the purposes set out in this notice or if **you** have any other questions relating to the processing of **your** information please contact:

The Head of Compliance, Great American International Insurance Company
DAC, Station House, Dublin Road, Malahide, County Dublin, Ireland. Telephone:
01 845 4850

Call recording

To help **us** provide a quality service, **your** telephone calls may be recorded but will only be shared with partner organisations directly relevant to the service **we** provide.