Your Motor Insurance Policy

Direct

MOTOR INSURANCE

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Definitions

The defined terms below will have the same meaning wherever they appear.

Audio equipment
Audio equipment includes:
- phone equipment
- navigational equipment
- global positioning equipment (GPS)
- in-car entertainment systems.

Car
Any motor vehicle, the details of which you have told us about and/or are shown on your schedule and your certificate of insurance.

Certificate of motor insurance
This document gives evidence that you have motor insurance cover and is required by law.

Endorsement
Means optional covers that you may select, or limitations to covers that we may apply. It also means any changes that are made to the policy including but not limited to:
- changing your car
- adding or deleting a driver
- terms
- conditions
- exceptions

An endorsement may be part of the policy, or we may issue it separately. An endorsement may increase or reduce the level of cover provided by your policy.

Excess
This is how much you must pay when making a claim. We deduct this when we pay your settlement.

Hire and reward
This means the car is used as a public service vehicle or street service vehicle as defined in road traffic legislation.

Market value
The amount you could reasonably expect to pay for your car had you bought it immediately before it was lost or damaged. We or an independent specialist firm will decide this value. We will do this by comparing cars available in the market similar to yours in terms of:
- make
- model
- engine capacity
- age
- mileage
- ownership history
- general condition
- other relevant factors.

Material fact
This is any information or fact we will ask you for which might influence our assessment or acceptance of the risk proposed to us. It also includes information or facts asked in relation to any claim.

Definitions (Continued)

Misrepresentation
This is when someone provides fraudulent, inaccurate, misleading or incomplete information.

Period of insurance
How long your contract of insurance lasts as specified on your schedule (see definition below) or your renewal notice.

Policy
The contract of insurance based on:
- the statement of fact (see below)/proposal form
- schedule (see below)
- policy document
- any endorsements (see previous) we may issue.

Schedule
The schedule is a document that shows the following information:
- the cover provided by your policy
- any endorsements which apply to your policy
- your details.

Spouse or partner
This is the husband, wife or partner of the insured. They must be co-habiting and sharing household expenses or responsibilities.

Statement of fact
The document which lists the facts you have given us and your confirmation that these facts are true and complete.

Vehicle write-off/total loss
When a suitably qualified assessor decides that due to damage your car is a statutory or financial write-off.

A statutory write-off means that your car is no longer fit to return to the road and should be destroyed or taken apart for parts.

A financial write-off means that your car can be repaired to a safe condition, but the cost of repairs means it would be uneconomical to do so.

We, us or our
Allianz p.l.c.

You or your
The person named as the insured or policyholder on your schedule and certificate of motor insurance.

Introduction to your policy

We have set up your policy of insurance using the information you have given us.

Your policy is made up of the following documents:

- your statement of fact or your proposal form
- your schedule
- this policy document
- any endorsement which we may issue to you.

What we need to provide you with cover

We will provide the cover described in this policy if:

- the information you have given us on your statement of fact, or your proposal form, is correct and complete, to the best of your knowledge
- anyone insured has complied with all terms, conditions, exceptions and general exceptions of this policy.

Please see 'General policy conditions' on page 7 for additional important information on this.

If you have any questions

You should fully read these documents and contact us if any information is not correct, or if you have any queries.

This policy is a legal document. Please keep it safe.

Insurance Act 1936 (or future amendments)

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

Finance Act 1999 (or future amendments)

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.

The law applicable to the contract

Under the relevant European and Irish law both you the insured (the proposer), and us the insurer, may choose whether Irish law or EU law applies to the contract.

We propose that Irish Law applies to the contract.

Signed on behalf of Allianz

John Ryan
Chief Underwriting Officer

This policy is underwritten by Allianz p.l.c.

Registered Office: Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6

Where your car is insured

There are limits to where you and your car are insured, these are called your 'territorial limits'.

1. Countries covered

This policy covers your car while driving in the following countries:

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

2. Travelling between countries

The policy also covers your car when you are using:

- sea transit
- Channel Tunnel transport
- rail transport (including loading and unloading).

3. In foreign countries

We provide the legal minimum insurance required by law to use your car in any European country and any other country that meets the minimum insurance requirements set by the European Union.

Your policy cover is also automatically extended to cover you for up to 60 days in any period of insurance, to travel to or in any European country and any other country that meets the requirements set by the European Union. Your policy only covers you while you are visiting or traveling to these other countries. You will not be covered if you permanently move to another country.

People insured by this policy

- You are insured by this policy.
- Anyone permitted to drive as stated on the certificate of motor insurance is insured by this policy. However, this does not include anyone in the motor trade business who might drive your car for maintenance, upkeep or repair. Employers or business partners of you or your spouse/ partner are also covered, if outlined on the Certificate of Motor Insurance, provided your car is not owned, leased or hired by the employer or business partner.
- Any passenger travelling in or getting into or out of your car with your consent is insured.
- The legal personal representative of any of the above person(s) (following their death) is insured by this policy, but only for the deceased's liability.

Policy cover

Open driving

If your policy includes open driving, it will be outlined on your statement of fact and your certificate of insurance. An age restriction will apply to anyone driving your car under open driving. This restriction will be outlined on your certificate of insurance. Anyone using your car under open driving must have a full clean licence and no more than 6 penalty points or two fixed charge notices.

What your insurance covers you for		
Your schedule shows the cover that applies to your policy.		
If your cover is	**Benefit of**	**Cover provided**
Third party*	Section 1	Covers your liability if you (or any insured driver) causes injury or damage to property.
Third party, fire and theft	Sections 1 and 2	All of the above plus cover if your car is damaged by fire or if it is stolen.
Third party, fire, theft and accidental damage	Sections 1, 2 and 3	All of the above plus accidental damage to your car including damage caused by vandalism. This is known as comprehensive cover.
*Note: You cannot buy third party cover, however, we reserve the right to restrict your policy to third party cover.		

General policy conditions

We will provide the cover outlined in this policy once you and any other person insured follow the conditions outlined below. Consequences of not keeping to or breaching these conditions are outlined below.

1. Paying your premium

We provide the cover you have selected, as shown on your schedule in return for payment of your annual premium and any additional premium which might become due.

Paying your premium in full

If you decide to pay your annual premium in full, you must make sure that we receive the payment on or before your policy renewal date.

Paying your premium by direct debit

If you are paying your premium by direct debit you must keep your payments up to date. If you do not, we may:

- ask that you pay the premium in full before we settle any claim
- deduct any outstanding premium from any claim payment we make to you
- cancel your policy (see page 10 for details on policy cancellation).

In the event of a claim in the current period of insurance, the full annual premium becomes due.

We reserve the right to request full payment of any outstanding premium or deduct any outstanding premium from any claim payment we may make to you.

2. Misrepresentation

You have a duty to provide all material facts asked of you. When arranging your insurance over the phone, by email, via our website or through your insurance intermediary you declared that the answers you provided were, to the best of your knowledge and belief, true and complete in every respect and that you did not make any misrepresentations. You acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing us with answers to the questions asked.

Failure to do so may lead to the voidance of your policy and/or your claim not being paid at all or only part of your claim being paid to you. If you are in any doubt about whether or not a fact is material, you must contact us or your intermediary for clarification.

You must also have asked all the other drivers covered by this insurance policy all the relevant questions to get the information we need about them.

Examples of misrepresentation:

- Not answering questions truthfully;
- Failing to notify us of any changes to responses to questions we previously asked you;
- Deliberately misleading us in order to obtain a cheaper premium or more favourable policy terms;

General policy conditions (continued)

- Making a false verbal or written statement to us;
- Providing us with false or forged documents.

This is not an exhaustive list and if we identify any misrepresentation by you or any other person insured under your policy, we may:

- apply a premium loading or recalculate your premium which means that an additional premium will be due to us and/or;
- apply further terms and conditions to your policy and/or;
- reduce or restrict your cover and/or;
- remove a driver or a car about which you misrepresented the information and/or;
- invoke cancellation of your policy and/or;
- declare your policy void from the start date – we will treat the policy as if it never existed and/or;
- withhold any return premium due to you and/or;
- inform An Garda Síochána/Police Authorities of the circumstances.

If we take any of these actions, you may lose all rights to pursue a claim under this policy. The above is in addition to any other rights we have, as outlined in this document.

Note: If we cancel or void your policy, this may impact your ability to obtain insurance elsewhere.

3. Changes to your material facts

You must continually update us if there is a change to any of your material facts during the lifetime of this policy. If you tell us about a change, it may result in a change to your policy conditions and/or premium.

4. Claims fraud

You will forfeit all rights under this policy and you will lose all rights to pursue a claim if you, or any other person insured under this policy:

- make a claim which is in any way false, inflated, exaggerated, and/or fraudulent and/or;
- support a claim with any false, inflated, exaggerated, and/or fraudulent documentation and/or;
- provide any fraudulent document and/or fraudulent verbal or written statement which is untrue and false.

In addition, we may:

- invoke cancellation of your policy and withhold any return premium due to you and/or;
- reduce the payment under a claim in proportion to the breach of a policy condition and/or;
- recover from you the total amount of any claim already paid under the policy and/or;
- seek payment from you for the costs involved in recovering our loss and/or;
- inform An Garda Síochána/police authorities of the circumstances.

5. Driving licences

You and anyone else insured must obey the conditions of your driving licence.

These conditions include:

- restrictions and categories for the

General policy conditions (Continued)

class of vehicle being driven;
- whether or not the person driving must be accompanied by a qualified driver;
- any other condition or restriction which may apply.

If you or any other driver do not obey the conditions of your driving licence, we may:
- declare your policy void from the start date - we will treat the policy as if it never existed or;
- invoke cancellation of your policy and/or;
- remove the driver who has failed to obey the conditions of their driving licence and/or;
- refuse to pay a claim or only partially pay a claim and/or;
- recover from you the total amount of any claim already paid under the policy and/or;
- seek payment from you for the costs involved in recovering our loss and/or;
- inform An Garda Síochána/Police Authorities of the circumstances.

6. Looking after your car

You must:
- take all reasonable care to safeguard your car from loss or damage and prevent injuries;
- keep your car in a roadworthy condition, including its lights, mirrors, braking systems;
- where necessary, make sure your car has a valid NCT certificate;
- fit tyres appropriate to your car, and make sure that tread depths comply with the legal limit;
- make sure you do not leave your car unattended and/or unlocked;
- not leave your ignition keys or any device of the same function in your car while unattended or unlocked;
- make sure that your car is not accessible to any driver who is not insured to drive your car, does not hold a valid driving licence or is disqualified from driving.

If you do not do so, then we may:
- refuse to pay a claim or only partially pay a claim and/or;
- recover from you the total amount of any claim already paid under the policy and/or;
- reduce the payment under a claim in proportion to the breach of a policy condition and/or;
- seek payment from you for the costs involved in recovering our loss and/or;
- declare your policy void from the start date - we will treat the policy as if it never existed and/or;
- invoke cancellation of your policy and/or;
- cancel your policy from the date of any misrepresentation.

We must have free access to examine your car as required.

7. Other insurance

If any loss or damage is covered by any other insurance, we will not pay more than our share of the claim. This does not override the references to other insurances (Exceptions to Section 1).

General policy conditions (Continued)

8. Our right of recovery

If we pay a claim under your policy where we believe another person(s) is at fault, we reserve the right, in your name or in the name of any other party, to recover any payment(s) we make from the person(s) we believe is at fault.

If the law requires us to pay a claim that would not otherwise be covered by your policy, we reserve the right to recover the amounts we have paid, from you or from the person on whose behalf we made the payment.

9. Deferment clause

As per the conditions outlined below, you can choose to defer the impact of a motoring offence and/or a claim(s) on your insurance premium if your renewal notice has already been issued to you.

(a) Deferment clause and motoring offences

If you or anyone else insured is convicted of a motoring offence before your policy is renewed, it may not have been reflected when calculating the renewal terms and premium. If this happens, we may choose to treat the offence as if it happened during the period of insurance which is shown on your schedule.

(b) Deferment clause and claims

If a claim is made before you renew your policy, this may not be reflected when calculating the renewal terms and premium. If this happens, you can ask us to change our offer of renewal, or wait until the following renewal date for that claim to be taken into account.

10. How can you cancel your policy?

You can cancel your policy at any time by contacting us and requesting cancellation. You are required to return the certificate of insurance and disc to us. You must pay your premium up to the cancellation date of your policy.

If for any reason we decide to cancel your policy, we will issue a written notice to you. If we cancel your policy and nothing has happened that may result in a claim during the current period of insurance, we will refund part of your premium for any remaining period of insurance. The exception to this is when the reason for cancellation is as shown in the General policy conditions of this policy and where it says we are entitled to keep the premium.

Note: If we cancel your policy, this may impact your ability to obtain insurance elsewhere.

No matter who cancels the policy, if there has been a claim during the period of insurance we will not return any of the premium you have paid.

If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply. However, if you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction charge will apply.

General policy conditions (continued)

11. What happens if you don't pay your direct debit?

If you are paying your premium by monthly direct debit and you fail to pay on a due date, we may cancel your policy.

12. How can you suspend your policy?

You can suspend your cover, by contacting us and requesting suspension of your policy.

We will refund the premium for the period the policy is suspended provided:

- your policy is suspended for a minimum of 28 consecutive days
- you did not make a claim during the current period of insurance
- your policy is not suspended as a result of an accident or loss
- your policy is not issued or renewed for less than 12 months.

We will allow a refund of 80% if all cover is suspended, but where fire and theft cover is held on your car we will allow a refund of 75%.

If you pay your premium by monthly direct debit, you must continue your payments during any period of suspension.

13. Dispute resolution

If a dispute arises out of this policy and it cannot be settled between us, you can refer the matter to the Financial Services and Pensions Ombudsman. Please refer to the Complaints section of this policy for their contact details.

If the Financial Services and Pensions Ombudsman is unable to investigate the dispute, the matter can be decided by means of arbitration*.

The case can be referred to the decision of an arbitrator who will decide on the matter. The appointment of the arbitrator will be made by agreement between you and us. If we cannot agree on the choice of arbitrator, then we will ask the Chairperson of the Bar Council of Ireland to appoint the arbitrator. Disputes not referred to an arbitrator within twelve months from the date on which the Financial Services & Pensions Ombudsman confirmed that they were unable to investigate the dispute will be deemed to be abandoned.

Note: Allianz reserve the right not to refer a dispute to an arbitrator. If this happens, the dispute may be brought to court as a legal matter.

14. Assignment

You may not assign any rights, benefits, or proceeds of any claim, to a third party, unless it has been requested by you and been agreed by us beforehand.

15. Premium calculation

Your premium may be affected by your claims experience, number of penalty points or convictions. If it has, we will show any impact to your premium on your premium breakdown summary.

General policy conditions (continued)

16. Sanctions

This policy will not cover you for any business or activity where such cover or payment of any claim would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America and/or any other applicable national economic or trade sanction law or regulations.

17. Reporting incidents

If your car is stolen or if either you or anyone else (including any passengers in your car, occupants of any other car or any pedestrians) are injured in an accident involving your car, you must report this to us and An Garda Síochána. If such theft or accident happens outside the Republic of Ireland you must report it to us, the relevant police authorities in that jurisdiction and An Garda Síochána.

Section 1: Third party insurance

We will pay if you or anyone else insured becomes legally liable for causing:

1. death, bodily injury or disease to anyone
2. damage to property.

We will cover the damage outlined in 1 and 2 above if caused by the use of:

- your car, or
- use of a home electric vehicle charging cable, or
- trailer or caravan attached to your car, or
- trailer or caravan owned by you while detached from your car.

However, your policy does not cover any mobile home or permanently sited temporary dwelling.

The most we will pay for property damage will be €30 million for any claim or number of claims arising out of any one accident.

Costs and expenses

We will pay for reasonable costs and expenses associated with the insurance we provide. First you must get written agreement from us, then we will pay for the following.

- Solicitor's fees to represent you:
  - at a coroner's inquest, or
  - fatal injury inquiry, or
  - in a Court of Summary Jurisdiction.
- We will also pay for the cost to defend you against a charge of:
  - manslaughter, or
  - causing death, or
  - serious bodily injury by dangerous driving.
- We will pay for other costs and expenses which the law allows us to get back later.

Emergency treatment

We will pay for emergency treatment to a third party as required by road traffic legislation. A payment made for emergency treatment will not affect your no claim bonus (NCB).

What does third party cover not include?

Except where it is necessary to meet the requirements of road traffic legislation, we will not be liable for the following:

1. Property

We will not cover damage to property belonging to, or in the custody or control of anyone insured while driving your car.

2. Your car

We will not cover any damage to any car you are driving or using.

3. Other drivers

We will not cover any damage or injury caused by anyone who is insured to drive your car under another motor insurance policy.

4. Death or injury

We will not cover death or bodily injury to anyone that is caused as a result of their employment.

We will not cover death or bodily injury to anyone who is driving, or is in charge of your car.

Other exceptions

Also see the 'General exceptions' that apply to this policy.

Section 2: Loss or damage by fire or theft

We will pay for loss of or damage to your car and any accessories or spare parts caused by:

- fire
- lightning
- explosion
- theft
- attempted theft.

Market value

The most we will pay for loss or damage by fire or theft will be the market value immediately before such loss or damage was caused.

Accessories as specified by the manufacturer

We will pay for the cost of replacing accessories, spare parts or audio equipment that are part of the manufacturer's specification for your car. Where accessories, spare parts or audio equipment do not form part of the manufacturer's specification, we will only pay for the cost of replacing these items if you have told us about the change and we have agreed to provide cover for it.

Your car must be missing for 14 days after we have been notified before we will consider it lost by theft.

If a claim or claims are made for the theft of your car, we will request all the sets of keys or any device of similar function from the registered owner. If you do not provide the keys or devices, this may have an impact on any claim you make under this section of the policy.

Charging cable cover

We will pay for loss or damage by fire or theft to your charging cable while it is in use. If we make a payment for such loss or damage to your charging cable, it will not affect your NCB.

Battery cover

We will pay for loss or damage by fire or theft caused to your battery even if you're leasing it separately from the car.

Excess applicable

You must pay the amount of the excess stated on your schedule whether or not you are at fault for the loss or damage. Note: We will not apply an excess in the event of a claim for loss or damage by fire or theft to your charging cable.

Customs duty

If your car is lost or damaged within the territorial limits and you have paid customs duty, we will also refund the customs duty if we cover the loss or damage to your car.

See also page 37 for more information on how we pay a claim.

Section 3: Accidental damage to your car

We will pay for loss of or accidental damage (including damage caused by vandalism) to your car and its accessories and spare parts while in or on your car.

Panoramic glass
We cover damage to panoramic roof glass under this section.

Market value
The most we will pay for any claim for loss or accidental damage will be the market value immediately before such loss or damage was caused.

Accessories as specified by the manufacturer
We will pay for the cost of replacing accessories, spare parts or audio equipment that are part of the manufacturer's specification for your car. Where accessories, spare parts or audio equipment do not form part of the manufacturer's specification, we will only pay for the cost of replacing these items if you have told us about the change and we have agreed to provide cover for it.

Charging cable cover
We will pay for accidental damage to your charging cable while it is in use. If we make a payment for damage to your charging cable, it will not affect your NCB.

Battery cover
We will pay for accidental damage caused to your battery even if you're leasing it separately from the car.

Excess applicable
You must pay the amount of the excess stated on your schedule whether or not you are at fault for the loss or damage. Note: We will not apply an excess in the event of claim for damage to your charging cable.

Customs duty
If your car is lost or damaged within the territorial limits and you have paid customs duty, we will also refund the customs duty if we cover the loss or damage to your car.

Also see page 37 for information on how we pay a claim.

Note on policy excess: If loss or damage results from an incident involving an uninsured third party driver and we decide that the driver or person in charge of the insured car was not at fault, then you will not have to pay an excess.

However, if we cannot find this out before paying the claim, you will have to pay the excess. If we later confirm that an uninsured third party driver was involved, we will pay you back the excess.

Exceptions to Sections 2 and 3

1. Costs
   We will not pay for:
   - losses you sustain through not being able to use your car
   - costs you incur for hiring another car, unless you use an aligned repairer and we provide you with a courtesy car.

2. Wear and tear
   We will not pay for any damage to your car caused by wear and tear.

3. Changes in the value of your car
   We will not pay for:
   - reduction in value of your car due to depreciation
   - repairs or replacements that improve your car beyond its condition before an insured incident which results in loss or damage.

4. Certain breakdowns
   We will not pay for failures or malfunctions that are:
   - mechanical
   - electrical
   - electronic.

5. Tyres
   We will not pay for damage to tyres caused by applying the brakes, road punctures, cuts or bursts.

6. Accessories and spare parts
   We will not pay for loss of or accidental damage to accessories or spare parts while your car is unattended unless the items have been placed in the locked boot or closed compartment and your car is locked. This includes mobile, portable or removable items of equipment such as (but not limited to) roof/cycle racks, roof boxes, jump leads etc.

   This exclusion does not apply to child seats. The most we will pay for the loss of or accidental damage to child seats is €625 for any one event.

7. Unpermitted use
   We will not pay for loss or accidental damage caused by:
   - any use of your car that is not allowed by your certificate of motor insurance
   - any uninsured driver.

8. Incorrect fuel
   We will not pay for loss or damage as a result of incorrectly fuelling your car or from the use of substandard or contaminated fuel, lubricants or parts.

9. If keys left in your car
   We will not pay for loss or accidental damage arising from:
   - theft or any attempted theft while the ignition keys or any device of similar function have been left in or on your car
   - loss or accidental damage arising from theft or any attempted theft while your car is not locked.

10. Unauthorised taking of your car
    We will not pay for unauthorised taking of your car by any member of your family, or anyone normally

Exceptions to Sections 2 and 3 (continued)

living at your address, or who has access to your home.

11. Modifications

We will not pay for any modifications unless they form part of the manufacturer's standard specification (other than a modification due to a disability) or are optional extras that we have agreed to cover.

12. Broken glass

We will not pay for broken glass in the windscreen, windows or sunroof of your car, or any scratching of bodywork resulting directly from such breakage where such damage is the only damage caused. This is only included if you have selected windscreen cover and Endorsement number 3 (see Policy endorsements) appears on your schedule.

13. Convictions

We will not pay for loss or accidental damage caused by an accident if following this accident you or anyone else insured is convicted or has a pending conviction for:

- breath, blood or urine alcohol/drug levels above the legal limit in road traffic legislation
- failing to provide a sample of blood, breath or urine
- leaving the scene of an accident

14. Deliberate damage

We will not pay for loss or accidental damage caused by a deliberate act carried out by you or any other person insured.

15. Importing parts

We will not pay for the cost of importing parts or accessories from outside the European Union.

16. Excessive cost of parts

If parts or accessories are unobtainable or out of stock, we will not pay any additional cost over and above the price indicated in the manufacturer's most recent European list price.

17. Repairs outside Republic of Ireland

We will not pay for any additional cost over and above the repair costs that would be paid in the Republic of Ireland.

18. Electric and hybrid cars: over-the-air updates (OTAs)

We will not cover:

1. loss or damage caused by OTA (over-the-air) updates that are not approved by your car's manufacturer
2. loss or damage caused by failure to install and/or accept OTA updates recommended by your car's manufacturer.

Also see the 'General exceptions' that apply to this policy.

Standard benefits

1. No claim bonus

   For each year no claim bonus (NCB) you earn, you will receive a discount on your annual insurance premium (subject to our maximum discount allowed).

   If an incident occurs during the period of insurance which results in a claim, your NCB will reduce to nil, unless you have selected either Protected NCB or Step-back NCB Protection. These are described in the endorsements section of this policy.

   Note: If your NCB has been reduced as a result of a claim that is later settled for zero, we will reinstate your NCB and refund you the difference in premium.

   If we pay for any fire, theft, vandalism or windscreen claim(s), this will not affect your NCB entitlement.

   If you make a claim under your policy, we may increase premiums or change your policy terms and conditions.

2. Temporary substitutions

   Your policy also covers any private car (excluding cars used for hire and reward) loaned to you for up to seven days while your car is:

   - being serviced or repaired
   - having an NCT.

   This cover applies if the car is loaned to you by a:

   - garage
   - motor engineer
   - vehicle repairer.

3. Car sharing

   When your car is being used for social, domestic or pleasure purposes to carry passengers and you receive payments for this, we will not consider it to be using your car for hire and reward provided:

   a. your car is not constructed or adapted with more than nine seats (including the driver)
   b. the passengers are not being carried for hire and reward purposes
   c. the total payments you receive for a journey do not involve an element of payment for profit.

4. New car replacement

   We will replace your car with a new one of the same specification (subject to availability) if, within 12 months of you buying it as new, it is:

   a. accidentally damaged to an extent greater than 60% of the manufacturer's last published list price (inclusive of Value Added Tax)

Standard benefits (continued)

b. lost by theft and not recovered within 14 days of the loss being reported to us.

Points a and b above are subject to the following.

- You must own the car or buy it under a hire purchase agreement. We will not replace cars that are subject of a leasing agreement or contract hire agreement.
- We must reach agreement with any interested hire purchase company to the extent of their legal entitlement.

5. **Fire brigade charges**
Provided there is a valid claim under your policy, we will pay for charges under the Fire Services Act 1981 where a fire brigade unit attend the scene of an accident. The most we will pay for fire brigade charges is €2,025.

If you make a claim for this benefit, you will not have to pay an excess and it will not affect your NCB.

6. **Replacement locks, car keys, key cards and lock transmitters**
The most we will pay is €1,525 towards the cost of replacing and or recoding of locks, keys or similar devices for your car if they are stolen:
a. from your permanent or temporary residence as a result of forcible entry or exit
b. arising out of an assault or threat of violence

We will not pay:
a. any costs if the theft of keys or similar devices is not reported to an Garda Síochána
b. the additional cost of importing any part from outside of the European Union.

If you make a claim for this benefit, you will not have to pay an excess and it will not affect your NCB.

7. **Motor tax**
We will pay the amount of the un-expired portion of paid motor tax if you are unable to recover a refund from the licensing authority following a statutory write-off (which is insured under your policy) of your car.

If you make a claim for this benefit, you will not have to pay an excess and it will not affect your NCB.

Taxi cover

This section is about cover that only applies to taxi policies used for hire and reward.

We will pay for loss or damage to necessary business equipment which is defined as, and includes, the following:

1. roof sign
2. meter
3. radio
4. global positioning system (GPS)
5. receipt printer
6. card payment device
7. stickers or door signage approved by the National Transport Authority showing that the vehicle is being used as a taxi in a business capacity.

Accidental damage, fire or theft

We will pay for accidental damage, fire or theft of your business equipment up to the value insured as you told us and as described on your schedule. This is subject to:

1. damage being caused to your car and business equipment at the same time if the claim is for accidental damage or fire
2. all policy conditions and exceptions.

If you claim for accidental damage, fire or theft you will not have to pay an excess and it will not affect your no claim bonus.

Policy endorsements

The following endorsements apply only if the endorsement number is shown on your schedule. These endorsements refer to the additional benefits you have chosen and/or restrictions in cover we may apply to your policy. They are subject to the terms, conditions, exceptions and general exceptions of your policy.

Endorsement 1

Your policy does not include accidental damage cover for Irish learner permit holders

We will not pay for loss or accidental damage to your car while it is being driven by or is in the charge of you or any other person insured who holds an Irish learner permit.

Endorsement 3

Windscreen cover

We will pay for repair or replacement of glass in the windscreen, windows and sunroof of your car (except panoramic roof glass) including any scratching of the bodywork directly caused by this breakage. If your claim is processed through our aligned windscreen repair network no limit applies.

If you choose to use a repairer who is not part of our aligned windscreen repair network, the most we will pay is €425.

We may decide to use suitable glass which is not supplied by the original manufacturer.

If we pay under this endorsement, we will not apply an excess and it will not affect your no claim bonus.

We may increase premiums or change the terms and conditions of your policy or withdraw this benefit if you have a poor claims history.

Windscreen cover applies to your permanent car only and you are not entitled to a courtesy car while your windscreen is being repaired.

Endorsement 4

Driving other cars

We will insure you as outlined in section 1 while you are driving another private car under the following conditions.

1. The car must not belong to you, your spouse/partner or your employer.

2. The car must not be hired or leased to you or your employer under a hire purchase, rental or leasing agreement.

3. The car must not be the property of, or in the custody or control of a motor trade business of which you are a director, member or employee.

4. The car must be a private passenger vehicle. This policy does not insure you to drive:
   - vans or car-vans
   - commercial vehicles such as vans or jeeps with no seats in the back

Policy endorsements (continued)

- vans adapted to carry passengers except in the case of vehicles professionally modified for drivers or passengers with a disability
- cars registered outside the Republic of Ireland
- cars with more than nine seats (including the driver).

5. The car must have a valid NCT certificate and comply with road traffic legislation.

6. You must have the owner's permission to drive the car and you must not use or have used it for more than 30 days.

7. Your car must not have been sold or disposed of.

8. Your car must not have been declared a vehicle write-off.

9. The other car you are driving must be insured under another policy of insurance.

Cover under Endorsement 4 is limited

Cover under this endorsement is limited to use within the island of Ireland.

If you fail to follow and comply with the provisions 1 to 9 listed previously, we may:

- recover from you the total amount of any claim we have already paid you under the policy. This includes any costs we incur to get this payment from you and/or;
- remove Endorsement 4 from your policy and/or;
- cancel your policy and/or;
- not return any premium due to you if we have made a payment under a claim and/or;
- apply a premium loading or recalculate your premium which means that an additional premium will be due to us.

Policy endorsements (continued)

Endorsement 5
Protected No Claim Bonus (NCB)

Where your policy includes Protected NCB, the table below shows how your NCB is affected by accidental damage or third party claims:

How your NCB is affected by accidental damage or third party claims

Years of NCB at your last renewal date	Years of NCB at your next renewal after you have:			
	No claim	1 claim	2 claims	3 claims or more
0	1	0	0	0
1	2	1	0	0
2	3	2	0	0
3	4	3	0	0
4	5	4	1	0
5	6	5	2	0
6	7	6	2	0
7	8	7	2	0
8	9	8	2	0
9	9	9	2	0

Any claim payment for fire, theft, vandalism or windscreen damage will be paid without impact on your NCB entitlement.

If you make one or more claims under your policy, we can increase premiums or change your policy terms and conditions.

Although you can protect your NCB, your premium may be affected by your claims experience and it may increase. If your premium has been affected by your claims experience any impact to your premium will be outlined on your premium breakdown summary.

Policy endorsements (continued)

Endorsement 6
Personal effects and clothing

We will pay you (or at your request, the owner of the property) for loss of or damage to personal effects and clothing while:
- in or on your car by fire or theft (or attempted theft), or
- by accidental means.

The following conditions apply.

1. The most we will pay is up to €775 for any one occurrence.

2. If we pay anyone else other than you, we will pay them directly. They must abide by the terms, conditions and exceptions of your policy as they apply to them.

3. We will not pay for personal effects and clothing if your car is being used for hire and reward purposes at the time of the loss or damage.

4. We will not pay for loss of or damage to:
   - money
   - stamps
   - tickets
   - documents
   - securities (financial certificates like shares and bonds).

5. We will not pay for loss of or damage to goods or samples carried in connection with any trade or business.

6. We will only pay for loss of any property or audio equipment, if it is stored in the locked boot or closed compartment at the time of the loss and your car is locked when it is unattended.

Endorsement 8
Personal accident benefits

At the time of an accident, where the driver or any other occupant of your car suffers injury by accidental external violent and visible means, we will, if you ask us to, pay them or their legal personal representatives the benefits in the table below.

Policy endorsements (continued)

Benefits we may pay. See 'conditions of payment' that follows

Item number	Benefits
1. Death.	€15,000
2. Complete and permanent loss of sight of one or both eyes.	€15,000
3. Loss by severance of one or more limbs at or above the wrist or ankle.	€15,000
4. Permanent total disablement. This means permanent inability to perform or attend to any business, profession or occupation.	€15,000
5. Temporary total disablement. This means temporary inability to perform any part of your usual business or occupation. However, we will pay this benefit only for the time the person spent as an in-patient in hospital when they: • have no occupation, business or profession from which they receive a salary • have retired • are a student • are unemployed. Otherwise it is at our discretion based on the medical evidence produced.	€60 per week for up to 50 weeks (excludes the first 14 days)
6. Medical, surgical and hospital fees and cost of necessary medical appliances related to the injury. This means in-patient care for more than seven consecutive days in an institution that has: • facilities for diagnosis, treatment and major surgery • accommodation for people as in-patients. It does not include: • a long-term nursing unit • geriatric or pre-convalescent ward • extended care facility for convalescence, rehabilitation or other similar function.	€200 per week for up to 10 weeks

Policy endorsements (continued)

Conditions of payment

1. The total amount we will pay for items 1 to 4 above, is €15,000 or less.

2. We will not pay any benefit until we know the total amount and have agreed it. However, if someone suffers temporary total disablement, and we receive an invoice, we will pay it eight weeks after the accident.

3. We will not pay the driver of your car any benefit arising out of an accident where:
   a. they were convicted, or a prosecution is pending, under any road traffic legislation relating to the level, concentration or quantity of alcohol or drugs in their body
   b. after a post mortem examination they are found to have a higher level, concentration or quantity of alcohol or drugs in their body than is permitted by the road traffic legislation of the territory where the accident happened. In this event, we also will not pay to the legal personal representative of the driver.
   c. they are not permitted to drive as defined on their current certificate of motor insurance.

4. Under item 6 in the previous table, you must give us detailed accounts, receipts and other adequate documents before you can claim for reimbursement.

5. Where any other policy (policies) are held by you or your spouse, you can get compensation from only one policy.

Endorsement 9
Inclusion of loss of or accidental damage cover for trailers

We will pay for loss of, or accidental damage to any trailer, details of which have been given to us. The cover will be as shown on your schedule and in the same way as for a car as detailed under Sections 2 and 3 of this policy.

Endorsement 10
Deletion of accidental damage cover for drivers under 30 years of age

Section 3: Accidental damage cover (other than fire or theft) of this policy does not apply when your car is being driven by or in the charge of any person under 30 years of age.

Endorsement 12
Step-back No Claim Bonus (NCB) protection

Where your policy includes Step-back NCB protection, the table below outlines how your NCB is affected by accidental damage, third party, theft or fire damage claims.

If you make any claim under your policy, we can increase premiums or change your terms and conditions.

Policy endorsements (continued)

How your step-back NCB is affected by accidental damage or third party claims

Years of NCB at your last renewal date	Years of NCB at your next renewal after you have:		
	No Claim	1 claim	2 claims or more
0	1	0	0
1	2	0	0
2	3	0	0
3	4	0	0
4	5	1	0
5	6	2	0
6	7	2	0
7	8	2	0
8	9	2	0
9	9	2	0

You cannot get step-back protection until you have reached four years NCB. We will not charge you for it until you have reached this point.

Any claim payment for fire, theft, vandalism or windscreen damage will be paid without impact on your NCB entitlement.

Although you can protect your NCB, your premium may be affected by your claims experience and it may increase. If your premium has been affected by your claims experience any impact to your premium will be outlined on your premium breakdown summary.

Policy endorsements (continued)

Endorsement 13
Allianz Breakdown Assistance

Driveway and roadside assistance

Emergencies covered

Mechanical or electrical breakdown, for example a flat battery.

A puncture or wheel change that you need help with.

Keys broken in locks or keys locked in your car.

Loss or theft of keys.

Your car being filled with incorrect fuel type or lubricant.

Your car has been involved in an accident.

Your car runs out of fuel or your electric vehicle runs out of battery.

Benefits

Repair or tow
We will send a competent repairer or towing agent to assist you at the breakdown site.

Cost of towing
We will cover the cost of towing your car to the nearest repairer or to your own garage, whichever is closest. The maximum distance covered for this towing benefit is 50KM or 30 miles from the location of your breakdown.

Note: In the extremely unlikely event that there are no repairers within a 50km (30 miles) radius of your breakdown location, you may have to pay additional mileage charges.

We will cover the cost of towing your car to the nearest petrol station, or your electric vehicle to the nearest electric vehicle charge point, or your home charge point, whichever is closest.

Messages
We will send up to two messages to family members or business contacts on your behalf.

Policy endorsements (continued)

Journey continuation – Republic of Ireland and Northern Ireland

Emergencies covered

Breakdown
You will be covered if your car breaks down in the Republic of Ireland or Northern Ireland (more than 30km/18 miles from your home address) and your car cannot be repaired at the breakdown site.

Benefits

What we will pay for
We will pay for one out of the three below:

1. We will pay up to €150 or £100 to enable you and your passengers to complete your journey.
   or
2. We will provide you with a free courtesy car (class B - small hatchback) for up to 48 hours
   or
3. We will provide you with bed and breakfast accommodation where repairs mean you have to stay overnight. The most we will pay is up to €35 or £25 for each person, up to a total of €150 or £100.

Policy endorsements (continued)

Journey continuation – Great Britain

Emergencies covered

When your car breaks down in Great Britain and it cannot be repaired at the breakdown site.

Where your car cannot be repaired prior to your departure date, your car will be towed to your departure port.

Benefits

We will provide you with a courtesy car (class B - small hatchback) for up to 48 hours. The most we will pay for this benefit is €150 or £100.

When repairs have been carried out on your car in Great Britain we may, with your agreement, make arrangements for you to travel and collect it from the repairing garage.

In such circumstances, we will make arrangements to repatriate your car to Ireland and for it to be towed on to the nearest competent repairer or to your own garage, whichever is closest.

The ferry company may insist that you accompany your car on its homeward journey.

In such circumstances you are required to provide us with details of your return ferry ticket.

Phone numbers you might need

If you have one of the breakdown emergencies listed above, you might need the following phone numbers:

- 01-613 3990, when calling within the Republic of Ireland
- 00 353 1 613 3990, when calling within Northern Ireland or Great Britain – England, Scotland and Wales.

Terms and conditions of breakdown assistance service

Callouts

Four call-outs maximum
We will provide a maximum of four callouts in any one 12-month period of insurance.

Your car only
We cover call outs for your permanent car only.

Breakdown emergencies covered
You can only get breakdown assistance for the emergencies listed under this endorsement.

You must fix your car after breakdown
If your car breaks down due to a fault with the car and you avail of breakdown assistance, you must make sure to fix this fault. Unless you fix it, you cannot get further assistance within two working days of the previous callout.

Location of nearest repairer
If you are unfamiliar with the area you have broken down in and do not know the location of the nearest repairer, we can request that the attending agent provides this information for you. Please be aware that this is for information only and is not a recommendation. Once we recover your car, we do not provide any more assistance.

Expense
We will not be responsible for any expense you incur without our approval or agreement beforehand.

Journey continuation
Once you have contacted us, you are only entitled to avail of journey continuation benefits if we have provided assistance and your car is not repairable at the breakdown site. You may have to pay the cost of journey continuation at the time but you will be entitled to reimbursement of the amount paid subject to the limits of €150 or £100. We will request receipts or invoices in order to arrange a refund for you.

You must meet the repairer at your car
You must be present at your car when the repairer arrives. If you are not present at your car and therefore we cannot help you, you must pay for any future assistance.

You must pay costs
When your car has been delivered to a repairer, you must pay the costs of repairs and the cost of any replacement parts.

Car must be roadworthy
Your car must be kept in a roadworthy condition and you must make sure that it is maintained in line with the manufacturer's requirements.

Terms and conditions of breakdown assistance service (Continued)

Breakdown in Great Britain
Where you have broken down in Great Britain, we will not pay for your car to be brought back to the island of Ireland if we estimate that it would cost more than the current Irish market value of your car.

Cover is for Ireland and Great Britain
The Allianz Breakdown Assistance service covers the islands of Ireland and Great Britain.

The following are not covered by our breakdown assistance service

Draining or removing contaminated fluid is not covered
The cost of draining or removing contaminated or incorrect fuel type or lubricant is not covered. However, we will tow your car to the nearest garage (max 50km/30M) for assistance. You will have to pay for any work carried out.

Specialist equipment
Breakdown assistance does not cover you for recovery which requires specialist equipment.

Over 3.5 tonnes
Breakdown assistance does not cover vehicles with a gross vehicle weight (GVW) of more than 3.5 tonnes. GVW is the weight of the vehicle plus its maximum payload as shown on the vehicle log book.

Travel for commercial goods or passengers
We do not cover the onward travel or delivery of passengers or goods that you are carrying in a commercial capacity, at the time of breakdown.

Courtesy car terms and conditions

We will only provide a courtesy car if one is available. If we are unable to provide you with one, you can avail of the other journey continuation benefits outlined above (journey completion or B&B accommodation). However, we must agree the cost of all onward travel.

If you avail of a courtesy car, you must meet the requirements of the rental company. The courtesy car is for your personal use only and you may not use it as a taxi to carry passengers for hire and reward purposes.

If the courtesy car is due to be returned at a time when the rental company is closed, please note that you may be required to return it earlier. If you can't return the car earlier, you may be charged additional rental to cover the period beyond your 48-hour allowance provided under the terms of your policy.

General exceptions

These exceptions apply to all sections of the policy.

This policy does not cover the following except where it is needed to meet the requirements of road traffic legislation.

1. Driver and use of your car

a. We do not cover any injury, loss or damage occurring while your car is being driven by anyone or used for anything that the certificate of motor insurance does not allow.

   However, in relation to theft, as described in Section 2, we still cover loss or damage to your car and accessories or spare parts while in or on your car.

b. You must hold a licence to drive your car otherwise we will not cover any injury, loss or damage occurring while you are driving it.

c. Anyone driving your car must hold the relevant licence otherwise they are not covered by this policy. This is the case even if you have given them permission to drive your car.

Exceptions B and C do not apply if the person has previously held, and is not disqualified from, holding or obtaining such a licence.

2. Contractual liability

This policy does not cover you for any liability you have under an agreement or contract, unless that liability would have existed anyway, even without the agreement.

3. Certain injuries, loss or damage

This policy does not cover you for certain injuries, losses or damage.

a. This policy does not cover you for ionising, radiations, or contamination by radioactivity from any:
   - irradiated nuclear fuel
   - nuclear waste from the combustion of nuclear fuel.

b. This policy does not cover you for the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

4. Earthquakes and commotions

This policy does not cover you for:

a. earthquakes

b. riot or civil commotion.

Riot or civil commotions include any action taken in controlling, preventing, suppressing or in any way relating to riot and civil commotion.

5. Aircraft in the air

This policy does not cover you for loss of or accidental damage to your car, and its accessories or spare parts while in or on your car, caused by:

- pressure waves from aircraft travelling at sonic or supersonic speeds
- items dropped from them.

General exceptions (Continued)

6. Aircraft on the ground

This policy does not cover you for any accident, injury, loss, damage or liability when any car covered by your policy is in an area of an aerodrome, airport, airfield or military establishment that is used for:

a. take-off or landing of aircraft or movement of aircraft on the ground

b. aircraft parking, including the associated services roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas.

7. War and terrorism

This insurance does not ever cover liability, loss, damage, cost or expense of any nature connected in any way to those listed below in A and B. This is the case even if there was any other cause or event contributing at any time to the loss.

a. This policy does not cover:
   - war
   - invasion
   - acts of foreign enemies
   - hostilities or warlike operations (whether war is declared or not)
   - civil war
   - rebellion
   - revolution
   - insurrection
   - civil commotion assuming the proportions of or amounting to an uprising
   - military or usurped power.

b. This policy does not cover any act of terrorism.

Acts of terrorism

An act of terrorism means an act including but not limited to, the use of force or violence. This includes the threat that results from the force or violence. It includes the threat made by any one person or group of people. This is the case if they are acting alone or on behalf of or in connection with any organisations or governments.

Terrorism may include acts committed for political, religious, ideological or other purposes including when it is intended to influence any government or to put the public, or any section of the public, in fear.

This policy does not cover any liability, loss, damage, cost or expense in any way related to action taken to control, prevent or suppress any of the events listed in in A or B above.

If we allege that, by reason of this general exception, any liability, loss, damage, cost or expense is not covered by this policy, you must prove that it is.

If we cannot enforce any part of this general exception or it is found to be invalid, the remainder will still stay in full force and effect.

General exceptions (Continued)

8. Cyber risk

This policy does not apply to liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with cyber security risks including but not limited to:

- Hacking;
- phishing, smishing or other types of social engineering;
- loss of, alteration of or damage to or;
- access, change, transfer or disclosure or;
- inability to access or;
- reduction in the functionality, availability, operation or;
- unauthorised access, compromise and misuse or;
- infection with malicious code, virus or worm

of computer systems, hardware, data, components or peripherals. This extends to third parties who may be either directly or indirectly affected as a consequence of such cyber security risks.

9. Pollution or contamination

This policy does not cover any injury, loss, damage or liability caused by pollution or contamination unless the pollution or contamination is 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.

We consider all pollution or contamination that comes from one incident to have occurred at the time the incident takes place.

Allianz claims service

You must report to us within 48 hours, any accident, injury, loss or damage which may give rise to a claim under this policy.

You must report all incidents to our Emergency Services on the phone numbers below:

- Republic of Ireland: 01-613 3990
- Northern Ireland or Great Britain: 00 353-1-613 3990

What to do if there is an accident

If there is an accident, you should get the following information:

1. the names, contact details and vehicle details of all parties involved

2. the insurance details including the policy number of all parties involved

3. details of any witnesses to the incident or members of An Garda Síochána (the Irish police) that attended the scene of the accident

4. If it safe to do so, take some photographs of the scene and the cars involved.

What you must do in the event of an accident

1. Responsibility
Unless you have our written agreement, you must not:

- admit responsibility
- sign any statement
- negotiate the settlement of any claim.

2. Forms
You must complete any form or forms we may send you.

3. Information
You must give us all information, documentation and help we need.

4. Keep us informed
You must tell us immediately about any:

- impending prosecution
- inquest
- fatal inquiry
- writ
- unanswered summons.

You must send us, as soon as possible, any writ or summons, letter or other documents you may receive.

5. Details of your car
You must give the registration and insurance details of your car to any other party involved and if you are asked, also to An Garda Síochána.

6. Report the incident
If your car is stolen or if either you or anyone else (including any passengers in your car, occupants of any other car or any pedestrians) are injured in an accident involving your car, you must report this to us and An Garda Síochána. If such theft or accident happens outside the Republic of Ireland you must report it to us, the relevant police authorities

Allianz claims service (Continued)

in that jurisdiction and An Garda Síochána.

Consequences of failing to abide by 1-6 above

If you fail to abide by 1-6 of the above, we may not pay your claim and we may cancel your policy. At any stage during any claim we can take over and conduct the defence or settlement of the claim. In addition, we can also pursue the claim for our own benefit in the name of any person insured.

Accident with uninsured drivers

If you are involved in an accident with an uninsured driver or visiting motorist from outside the country, you must report it to the following:

The Motor Insurers Bureau
of Ireland
5 Harbourmaster Place
IFSC, Dublin 1, D01 E7E8
Phone number: +353 1 676 9944
Email: info@mibi.ie
Website: www.mibi.ie.

Help in the event of an accident

This section is about the cover provided and the payments we will make under sections 2 and 3 which cover claims for fire, theft/attempted theft, accidental damage or vandalism.

When you call us to report one of the incidents above, we can:

- tow your car to an Allianz Aligned Repairer
- arrange for our aligned repairer to provide you with a courtesy car for a period of 7 days if you have accidental damage included with your policy. The car provided will be a class B (small hatchback) courtesy car.
- provide you with a courtesy car (class B) for up to 14 days if your car is stolen. If your car has not been recovered after this time, we will then consider it stolen.

Note: If we give you a courtesy car you must make sure you meet the requirements of the rental company as terms and conditions may apply. The courtesy car is for your personal use only and you may not use it to carry passengers for hire and reward.

Claims Payment

This section is about the payments we will make under sections 2 and 3 of this policy.

Sections 2 & 3

If your car is repairable, we may choose from the following options to pay your claim:

(i) make a payment in cash of the amount of loss or damage with the most we will pay being the amount that would be assessed by our

Allianz claims service (Continued)

engineer for repair of the vehicle at an Allianz Aligned Repairer. If we know that your car is the subject of any financial agreement, including hire purchase or leasing agreement any payment will be made to the owner to the extent of their legal entitlement

OR

(ii) accept your choice of repairer with the most we will pay being the amount that would be assessed by our engineer for repair of the vehicle at an Allianz Aligned repairer

OR

(iii) have your car repaired or reinstated at an Allianz Aligned Repairer where we will settle directly with the repairer so you don't have to make any payments, other than your policy excess. If you are registered for VAT, you must pay the VAT amount to the repairer.

Write-off

In the event that your car is deemed to be either a statutory or financial write-off, we will not pay more than the market value of your car immediately prior to the loss or damage.

If we settle a claim as a total loss, we reserve the right to own the salvage.

If your car is an electric car and you lease or hire the car battery, in the event of a write-off, we may be required to make a payment to the owner of the battery.

Getting your car repaired

If your car suffers damage which is covered by your policy, we recommend that you take it to an Allianz Aligned Repairer, or that you arrange for its collection by one of them. Allianz Aligned Repairers are authorised to commence works within certain limits. The most you may authorise repairs for is an amount up to €650.

If you choose not to use an Allianz Aligned Repairer we will pay up to €350 for all fees connected with towage and storage if your car is immobile as a result of an accident, vandalism, fire, or attempted theft. If your car is being repaired by an Allianz Aligned Repairer every effort will be made to provide you with a courtesy car, however this is not guaranteed. When a courtesy car is provided, you must ensure that you meet the criteria of the hire company. The courtesy car provided will usually be a class B (small hatchback) courtesy car.

The courtesy car supplied will be insured in exactly the same way we insure your current car. You must return the courtesy car when we or the owner asks you to or if the insurance expires and you do not renew it.

We may decide to use suitable parts or accessories which are not supplied by the original manufacturer. Alternatively, if you choose not to use an Allianz Aligned Repairer we will not provide you with a courtesy car

Allianz claims service (Continued)

and we will only pay what an Allianz Appointed Engineer states it would have cost to repair your car by an Allianz Aligned Repairer.

We may at our discretion pay you the cost of replacing damaged parts including their fitting.

If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturer's last Republic of Ireland price list plus fitting cost.

We will not pay the whole cost of any repair or replacement that leaves your car in a better condition than before the loss or damage.

If your car is an electric car and you lease or hire the car battery, in the event of damage to your car, we may be required to make a payment to the owner of the battery.

Collection & Delivery

If your car is damaged or considered by an Allianz Appointed Engineer to be a total loss, we will pay to have it removed to free and secure storage.

If your car can be repaired, once repairs are complete we will pay for the reasonable cost of delivery of your car to your address last advised to us.

Where an excess is applicable, the repairer will require you to pay the excess before your car is released. If you are registered for Value Added Tax you may also be required to pay the VAT amount to the repairer before your car is released.

Other insurance

If any loss or damage is covered by any other insurance, we will not pay more than our share of the claim. This does not override the references to other insurances (Exceptions to Section 1).

Our right of recovery

If we pay a claim under your policy where we believe another person(s) is at fault, we reserve the right, in your name or in the name of any other party, to recover any payment(s) we make from the person(s) we believe is at fault.

If the law requires us to pay a claim that would not otherwise be covered by your policy, we reserve the right to recover the amounts we have paid, from you or from the person on whose behalf we made the payment.

Complaints

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact us with your policy, quote number (if relevant) and details at:

Website: www.allianz.ie
Email: info@allianz.ie
Phone: 01 613 3000
Alternatively, if you prefer to write to us, you can address a complaint to:
Chief Customer Officer, Allianz p.l.c. Allianz House Elmpark, Merrion Road, Dublin 4, D04Y6Y6.

If we do not resolve your complaint to your satisfaction and you are unhappy with our final response, you can refer your complaint to either or both the:

- Financial Services and Pensions Ombudsman
- Insurance Information Services – Insurance Ireland.

The Ombudsman deals with all insurance-related complaints except limited companies with a turnover of €3 million and above.

The Financial Services and Pensions Ombudsman
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Phone: 01-567 7000
Email: info@fspo.ie
Website: www.fspo.ie.

Insurance Information Services – Insurance Ireland
First Floor
5 Harbourmaster Place
IFSC
Dublin 1
Phone: 01-676 1820
Fax: 01-676 1943
Email: info@insuranceireland.eu
Website: www.insuranceireland.eu

Consumer Information

Who we are: Your insurance is underwritten by Allianz p.l.c., trading as Allianz, with a registered address of Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. Allianz are registered with the Companies Registration Office under number 143108 and have a Vat number 4887986M.

You can contact us at either of the following; Tel: +353 1 6133000, and Email: info@allianz.ie

Regulatory status: Allianz p.l.c. is regulated by the Central Bank of Ireland.

Codes of practice: Allianz is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: www.centralbank.ie.

What we do: Allianz p.l.c. is a non-life insurance company which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers we underwrite general insurance products on a non-advisory information only basis.

How we charge: The charge for our services is the premium (including, where applicable, a government levy). This premium, and any optional covers selected, are separately set out in your policy schedule / renewal notice.

Remuneration: An Allianz staff member may receive a payment in relation to the processing of your policy.

Policy alteration, additional and return premiums: If you alter your policy during any period of insurance we will recalculate your premium. This may result in an additional premium due to us, or a return premium due to you. A premium transaction charge may be applied to alterations, as detailed in your schedule. We will only charge or refund you provided the total amount, including the premium transaction charge, is greater than or equal to the amount detailed in your schedule. Where applicable, a government levy will be applied to your premium calculations.

Alteration to terms and conditions: If there is a claim we may advise you, at your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce/restrict cover.

Data protection: Your data will be processed primarily for insurance administration purposes, including underwriting, claims handling, reinsurance and fraud prevention. We will retain it for these purposes in line with our records retention policy. The legal bases for processing your data is the performance of a contract of insurance, legal obligation, legitimate business interests and consent. Full data protection details can be found in your policy documentation and on our website www.allianz.ie.

Consumer Information (Continued)

Claims: If you need to make a claim, please contact us at +353 1 613 3990 or at the above address. When you contact us, please provide your policy number, details of what happened, and the time and date of the incident.

Conflicts of interest: We regard preventing conflicts of interest as one of our priorities. It is our policy to maintain appropriate administration structures to ensure that the potential for any conflict of interest is avoided as far as possible. The company has established guidelines for assessing the risk posed by any conflict of interest that arises and for adapting the measures to be taken accordingly if a conflict cannot be avoided.

Default: Not paying your premium or part of it (including where you are using our direct debit option) or a breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled, in accordance with the terms set out in your policy. We reserve the right to pursue you for any outstanding premium.

Right of withdrawal: You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 working days of the latest of:

(1) the starting date of cover, or
(2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal means that no policy was ever in place, and you can obtain this by sending us written notice at the address given above, quoting your policy number. We will then refund you any part of your premium you have paid. If the cover is motor insurance, the premium cannot be refunded until the Allianz Certificate of Motor Insurance and Insurance Disc have been returned to us. If you cancel your policy within the first 14 working days of the period of insurance, no transaction charge will apply. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided for is less than 1 month.

Cancellation at any time: Both you and Allianz may cancel / terminate the policy by notice to the other in accordance with the terms set out in your policy. If you cancel your policy after the first 14 working days, a transaction charge will apply. This transaction charge is outlined on your policy schedule. If we cancel your policy, at any stage, no transaction charge will apply. A copy of your policy is available on request.

Period of insurance: The period of the contract of insurance is as specified in your Schedule / Renewal notice.

Governing law: You and Allianz may choose the law applicable to this contract. It is hereby agreed that this

Consumer Information

contract is governed by Irish Law unless we agree with you otherwise in writing. The Courts of the Republic of Ireland will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the dispute resolution clause of this policy.

Customer communications: Your policy and all communications with you or by you to us will be in English. For Allianz Direct customers: we will publish your insurance documentation in the MyAllianz portal at www.myallianz.ie. On request, we will also provide your documentation by post.

Compensation: If we are unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

The cap on the amount to be paid out of the fund in the event of a liquidation is 65% of the claim or €825,000 whichever is the lesser. However, in the case of third party motor insurance claims, where an insurer is in liquidation the fund will make a payment of 100% of an award.

A sum due to a commercial policyholder may not be paid out of the fund unless the sum is due in respect of a liability to an individual.

Call Recording: Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.

Allianz p.l.c.
Allianz House
Elmpark
Merrion Road
Dublin 4
D04 Y6Y6.

Tel: 01 448 48 48
Website: www.allianz.ie

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