

# YOUR MOTOR INSURANCE POLICY

Direct



MOTOR INSURANCE

Allianz 

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*Important: Cover will only apply in respect of those sections which You have selected*

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## Introduction – Your Policy

The Proposal form and Material Facts Declaration which You have signed, or Your Statement of Fact, is the basis of Your contract with Us and from which Your Policy has been prepared.

In return for Your premium, We will provide cover for death, injury, loss or damage that happens within the specified territorial limits during the period of insurance.

We will provide the insurance described in this Policy if:

1. The information detailed on Your Proposal Form and Material Facts Declaration or Your Statement of Fact is, to the best of Your knowledge and belief, correct and complete.
2. Any person claiming to be insured has complied with all terms, conditions, Exceptions and General Exceptions of this Policy.

Please refer to the section headed Obligations and Rights in this Policy for additional important information in this regard.

### Your Policy is made up of the following documents

1. This Policy Document.
2. The Schedule.
3. Certificate of Motor Insurance and Insurance Disc.
4. Any Endorsement which We may issue to You.

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 and should be kept in a safe place.

### 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.


### Finance Act 1999 (or future amendments thereto)

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

### The Law Applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance (We, Allianz p.l.c. and You, the proposer) are free to choose the law applicable to the contract. We propose that Irish Law applies to the contract.

Signed on behalf of the Company



Helen Merry  
Chief Underwriting Officer.

This Policy is underwritten by Allianz p.l.c. Registered Office: Allianz House, ElmPark, Merrion Road, Dublin 4.

## Definitions

**We/ Us/Our/the Company** – means Allianz p.l.c.

**You /Your** – means the person named as the Insured or Policyholder in the Schedule and Certificate of Motor Insurance.

**Car** – means any motor vehicle, the details of which have been advised to Us.

**Schedule** – means a document which details cover provided by the Policy, Endorsements operative and Your details. This document forms part of Your Policy.

**Policy** – means the contract of Insurance based on the Statement of Fact/Proposal Form, Schedule, Policy Document and any Endorsements We may issue.

**Certificate of Motor Insurance** – means a document that provides evidence that You have motor insurance cover as required by law.

**Endorsement** – means an alteration to the terms, conditions, exceptions and general exceptions of the Policy. An Endorsement may be part of the Policy or We may issue them separately.

**Excess** – means the amount of any loss You must pay Yourself.

**Spouse / Partner** – means husband, wife or partner of the Insured in each of these relationships co-habiting and sharing household expenses or responsibilities.

**Hire and Reward** – means a Public Service vehicle or Street Service vehicle as defined in road traffic legislation.

## Territorial Limits

This insurance shall operate in terms of this Policy in respect of Private Cars in the following countries: Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man, The Channel Islands. Your Policy is automatically extended to cover You to travel to or on the Continent of Europe for up to 60 days in any period of insurance.

The insurance also operates during the course of Sea Transit, Channel Tunnel Transport or Rail Transport (including loading and unloading).

For travel to any country not referred to above, or if Your intended period of foreign travel exceeds 60 days you must contact Us.

We will also provide the minimum legal insurance required by law to use the Car in any European Union country and any other country which has made arrangements to meet the minimum insurance requirements set by the European Union.

## Cover

Your Schedule shows the cover You have selected

If Your cover is	You have the benefit of
Comprehensive	The entire Policy
Third Party Fire and Theft	The entire Policy, excluding Section 3
Third Party	The entire Policy, excluding Sections 2 and 3

## Person(s) Insured:

1. You.
2. Any person permitted to drive as stated in the Certificate of Motor Insurance except a person in the Motor Trade driving the Car for the purposes necessitated by its overhaul, upkeep and / or repair for You.
3. Any person using (but not driving) Your Car with Your permission for social, domestic and pleasure purposes.
4. At Your request, any person (other than the driver) in the Car whilst getting into or out of it.
5. You or Your Spouse's employer or business partner if stated in the Certificate of Motor Insurance provided the Car is not owned, leased or hired by the employer or partner.
6. The legal personal representative of any of the above person(s) (following the person's death) but only in respect of the deceased's liability.

# General Policy Conditions

## Paying Your premium

We will provide indemnity as defined in "Introduction – Your Policy" in return for payment of Your annual premium or any additional premium which become due.

## Premium paid in full

If You decide to pay Your annual premium in full, You must ensure that We receive the payment on or before Your renewal date.

## Paying Your premium by monthly direct debit

If You are paying Your premium by instalments You must keep Your payments up to date. If You fail to do so We may withdraw this option, request payment in full or cancel Your Policy. Refer to Your Direct Debit Guarantee for full terms and conditions.

In the event of a claim in the current period of insurance, the full annual premium becomes due. We reserve the right to deduct any outstanding premium from any claim payment we may make to You.

## Duty of Disclosure of Material Facts

A material fact is anything which affects this insurance.

Duty of disclosure of a material fact continues throughout the life of the Policy. We will void the Policy if cover has been obtained by any misrepresentation, mis-description, use of a fraudulent document or non-disclosure of any material fact.

If You are in any doubt as to whether a fact is material or not, You should contact Us for clarification.

You must tell Us immediately about any change which could affect Your Policy.

You must tell Us if:

1. You change Your Car.
2. You buy or take ownership of another Car.
3. The principal driver of Your Car changes.
4. You wish to cover an additional driver
5. You require cover on a temporary Car, other than as shown in Your Certificate of Motor Insurance. You must tell Us if You are the owner of the temporary Car.
6. The Car has been modified or altered in any way from the manufacturer's specification. This would include changes to the engine, exhaust, suspension, the addition of body parts/body kit, wheels and specialised paint work.
7. You change Your address.
8. There is a change in the use of the Car.
9. You or any additional driver(s) changes occupation.
10. You intend to travel to any country not referred to in the territorial limits, or if Your intended period of foreign travel exceeds 60 days.
11. There is a change in the health of any driver or the diagnosis of a condition of any driver which:
  - (a) may affect their ability to drive
  - (b) must be advised to the Licensing AuthorityWe will not ask for details, however, We may require confirmation that he/she is fit to drive from a General Practitioner or the DVLA.

## General Policy Conditions (continued)

12. You or any driver have been involved in a motor accident.
13. You or any driver has any motor prosecution pending, been convicted of a motor offence, had a driving licence suspended or had fixed penalty points applied.
14. You or any driver(s) have been convicted of a non-motoring offence or if there is any prosecution pending.

This list of possible examples is neither complete nor exhaustive.

When You tell Us about the change, it may result in a change of Policy conditions and premium.

Failure to advise Us of a change may result in cancellation / voidance of the Policy or refusal to pay a claim.

### Fraud

If You, or any other person insured, make a claim which is in any way false, inflated, exaggerated, or fraudulent or if there has been any misrepresentation, or fraudulent omission or if You or any other person insured support a claim with false, inflated, exaggerated, or fraudulent documentation or with fraudulent verbal or written statement, this Policy will become null and void and You will forfeit all rights hereunder. You will also lose all rights to pursue the claim.

### Other Insurance

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

### Rights of Recovery

If the law requires Us to pay a claim which would not otherwise be covered by Your Policy, We reserve the right to recover the amount from You or the person on whose behalf We make the payment.

### Policy Alteration, Additional and Return Premiums

Please refer to Consumer Information Section of this Policy and to Your Policy Schedule for details.

### Deferment Clause – Motoring Offences

If an offence, for which You or any other driver whose driving is covered by the Policy have been convicted in the expiring Period of Insurance, has been disregarded when calculating renewal terms and premium, We may, at Our option, treat such offence as having arisen during the period of insurance shown in the renewal Schedule.

### Deferment Clause – Claims

If You make (report) a claim just before Your next renewal of Your Policy, this may not be reflected in Our offer for You to renew cover. 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.

### Looking after Your Car

You must take all reasonable care to:

1. Safeguard Your Car from loss or damage and prevent injuries.
2. Maintain Your Car in a roadworthy condition, ensure that lights, mirrors and braking systems are working

## General Policy Conditions (continued)

- correctly and, where necessary, has a valid NCT certificate.
3. Fit tyres appropriate to the Car, and ensure tread depths comply to the legal limit.
  4. Ensure You do not leave Your keys in the Car while unattended or leave Your Car unlocked.

If You do not do so, We reserve the right not to pay a claim or if, by law, We are obliged to meet a claim, then We reserve the right to seek recovery of the payment from You.

The Company shall have at all times free access to examine the Car.

### Canceling Your Policy

You may cancel Your Policy at any time by returning to Us the Certificate of Motor Insurance and Insurance Disc. If there have been no claims during the current period of insurance We will allow a return of premium, (subject to premium transaction charge) for the un-expired Period of Insurance.

We may also cancel Your Policy by sending at least 10 days notice in writing to You at Your last known address. We will advise the relevant regulatory authority that the Policy has been cancelled.

You must return the Certificate of Motor Insurance and Insurance Disc to Us immediately.

### Suspending Your Policy

You may suspend Your cover, by returning the Certificate of Motor Insurance and Insurance Disc to Us

together with written confirmation that You wish to do so.

We will allow a refund of 80% of the premium for the period the Policy is suspended provided:

1. Your Policy is suspended for a minimum of 28 consecutive days.
2. You did not make a claim during the current period of insurance.
3. Your Policy is not suspended as a result of an accident or loss.
4. Your Policy is not issued or renewed for less than 12 months.

If You pay Your premium by monthly direct debit You must continue Your payments during any period of suspension.

### Disclosure

We may share with our agents and service providers, members of the Allianz Group, other insurers and their agents, and with any intermediary acting for You, and with recognised trade, governing, and regulatory bodies (of which We are a member or by which We are governed), information We hold about You and Your claims history. This includes Insurance Link, and the Irish Insurance Federation's anti-fraud claims matching database. We may, in certain circumstances, use private investigators to investigate a claim.

### Arbitration

All differences arising out of this Policy shall be referred to the decision of an Arbitrator, or if the parties cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be



## General Policy Conditions (continued)

appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who shall sit with the Arbitrator at their meeting and in case of disagreement, the Arbitrators shall submit to the decision of the Umpire and the making of an award shall be a condition precedent to any right of action against Us. Claims not referred to the Arbitrator within twelve calendar months from the date on which We have refused to provide cover shall be deemed to have been abandoned.

## Section 1

### Third Party Insurance

We will indemnify the person(s) insured for legal liability (and for the related costs and expenses) for damages in respect of: death or bodily injury or disease to any person, and / or damage to property arising from the use of Your Car specified in the current Certificate of Motor Insurance or trailer used in connection therewith for the same use as specified in the current Certificate of Motor Insurance, whether coupled or uncoupled, but excluding any mobile home or permanently sited temporary dwelling.

The maximum We will pay for property damage will be limited to €30 million in respect of any claim or number of claims arising out of any one accident and/or incident.

### Costs and Expenses

We will pay:

Costs and expenses recoverable by any claimant in respect of any claim for which indemnity is provided by this section.

Subject to prior written agreement by us, We will pay for:

1. Solicitor's fees for representation at a coroner's inquest or fatal injury or in a Court of Summary Jurisdiction.
2. The cost of defence against a charge of manslaughter or causing death or serious bodily injury by dangerous driving.
3. Other costs and expenses which are legally recoverable.

### Emergency Treatment – Special provision in respect of United Kingdom use:

In so far as concerns occurrences in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands the Insurer will indemnify any person using the Insured Car against liability for emergency treatment payments under road traffic legislation.

## Exceptions to Section 1

Except in so far as is necessary to meet the requirements of the road traffic legislation, the Company shall not be liable in respect of:

1. Damage to property belonging to, or held in trust by, or in the custody or control of the Person(s) Insured.
2. Damage to property stored in or being conveyed by the Car.
3. Damage to any Car being driven or used by the Person(s) Insured.
4. Any person other than You who is insured under another Motor Insurance Policy.
5. Death or bodily injury to any person arising out of or in the course of their employment.
6. Death or bodily injury to anyone who is driving, or is in charge for the purpose of driving the Car.

**Also see [General Exceptions applicable to this Policy](#)**

### **[Rights of Recovery](#)**

If any law requires Us to pay a claim which would not otherwise be covered by Your Policy, We reserve the right to recover the amount from You or the person on whose behalf We made the payment.

## Section 2

### Loss or Damage to Your Car by Fire or Theft

We will pay for loss of or damage to Your Car and its accessories or spare parts caused by fire, lightning, explosion, theft or attempted theft.

The maximum amount We will pay in respect of any claim for loss or damage will be the market value (as defined under Claims payment) immediately prior to such loss or damage.

Where accessories, spare parts, audio, telephone, navigational, global positioning equipment or in-car entertainment are other than as provided for in the manufacturer's specification for Your Car, We will only pay for the cost of replacing manufacturer's standard items unless You have notified the change to Us and We have agreed to provide cover.

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

In the event of a claim for the theft of a Car, We will request the keys of the Car from the registered owner. Failure to provide the keys may have an impact on any claim You make under this section of the Policy.

### Excess Applicable

You will be responsible for the amount of the Excess stated in the Schedule whether or not You are at fault for the loss or damage.

### Customs Duty

We will indemnify the Insured against liability incurred for the enforced payment of Customs Duty on the insured Car following its temporary importation into any such country provided that such liability directly results from loss or damage insured by the Policy.

## Section 3

### Accidental Damage to Your Car

We will pay for loss of or accidental damage to the insured Car, and its accessories and spare parts while in or on the Car other than loss or damage described in Section 2.

The maximum amount We will pay in respect of any claim for loss or accidental damage will be the market value (as defined under Claims Procedures in this Policy) immediately prior to such loss or damage.

Where accessories, spare parts, audio, telephone, navigational, global positioning equipment or in-car entertainment are other than as provided for in the manufacturer's specification for Your Car, We will only pay for the cost of replacing manufacturer's standard items unless You have notified the change to Us and We have agreed to provide cover.

### Excess Applicable

You will be responsible for the amount of the Excess stated in the Schedule whether or not You are at fault for the loss or damage. This amount is increased by €125 where You hold a Learner Permit / Provisional Licence

### Additional Driver Excess Amounts

In addition to the amount of the Excess stated in the Schedule, You will be responsible for an additional Excess, outlined in the table below, for each and every claim under this Section whether or not You are at fault for the loss or damage.

Age of Additional Driver	Licence Type	Additional Excess applicable
17 to 24	Full Licence / Learner Permit / Provisional Licence	€200
aged 25 and over	Learner Permit / Provisional Licence	€125

### Customs Duty

We will indemnify the Insured against liability incurred for the enforced payment of Customs Duty on the insured Car following its temporary importation into any such country provided that such liability directly results from loss or damage insured by the Policy.

## Exceptions to Sections 2 and 3

We will not pay for:

1. Losses You sustain through not being able to use Your Car.
2. The cost of hiring another Car.
3. Depreciation.
4. Wear and tear.
5. Repairs or replacements which improve Your Car beyond its condition before loss or damage.
6. Mechanical, electrical or electronic breakdowns, failures or malfunctions.
7. Damage to tyres caused by applying the brakes, road punctures, cuts or bursts.
8. Loss of or accidental damage to accessories or spare parts which are mobile, portable or removable items of equipment while the Car is unattended unless the items have been placed in the locked boot or closed compartment of the Car. This exclusion does not apply in respect of child seat(s). The maximum We will pay in respect of loss or accidental damage to a child seat(s) is €500 for any one occurrence.
9. Loss or accidental damage resulting from any use of Your Car not permitted by the current Certificate of Motor Insurance or by any uninsured driver.
10. Loss or damage as a result of the Car being filled with incorrect fuel type / lubricant.
11. Loss or accidental damage arising from:
  - a. theft or any attempted theft whilst the ignition keys or any device of similar function have been left in or on Your Car.
  - b. loss or accidental damage arising from theft or any attempted theft whilst the Car is not locked.
12. Theft and /or unauthorised taking of the insured Car by any member of the Insured's family unless such theft has been reported to the Gardai and they have indicated there is a prosecution pending.
13. Any modifications unless they form part of the manufacturer's standard specification or are optional extras that We have agreed to cover.
14. Broken glass in the windscreen, windows or roof of Your Car, or any scratching of bodywork resulting directly from such breakage where such damage is the only damage caused.
15. More than our share for loss or damage if, at the time of the claim, there is any other Policy covering the loss or damage.
16. We will not pay for loss or accidental damage arising out of an accident if You or any Insured Person(s): Has breath, blood or urine alcohol / drug levels above the legal limit in the road traffic legislation.
17. We will not pay for:
  - a. The cost of importing parts or accessories from outside the European Union.
  - b. The additional cost of parts or accessories over and above the price indicated in the most recent manufacturer's European list price where such parts or accessories are unobtainable or are out of stock.
  - c. Any additional cost over and above the repair costs incurred in the Republic of Ireland.

**Also see General Exceptions applicable to this Policy.**

## Section 4

### Standard Benefits

#### 1. No Claim Bonus

Every year You earn a No Claim Bonus You will receive a discount off Your annual insurance premium. The more years No Claim Bonus earned will result in a higher discount off Your premium (subject to our maximum).

If You make a claim Your No Claim Bonus will be reduced to Nil at next renewal, unless You have availed of one of our No Claim Bonus Protection options which are defined within the endorsements section of this Policy.

Any claim payment for Windscreen Breakage will be paid without impact on Your No Claim Bonus entitlement.

Allianz reserve the right to increase premiums or change the terms and conditions of Your Policy in the event of a poor claims experience.

#### 2. Temporary Substitutions

Sections 1, 2 and 3 of this Policy are operative in respect of:

Any private Car (excluding Cars used for Hire or Reward) up to 2000 cc loaned to the Insured for up to 7 days by a garage or Car repairer whilst the permanent Car covered under this Policy is being serviced or repaired unless cover is provided by the Insurance Policy of the garage or Car repairer.

#### 3. Car Sharing

When Your Car is being used for social or similar purposes to carry passengers and You receive contributions for this,

We will not consider it to be using Your Car for hire or reward provided:

- a. the Car is not constructed or adapted to carry more than eight passengers (excluding the driver).
- b. the passengers are not being carried for hire or reward purposes.
- c. the total payments You receive for a journey do not involve an element of profit.

#### 4. New Car Replacement

We will replace Your Car with a new one of the same specification (subject to availability) if, within twelve months of its purchase as new, and provided it has not travelled more than 24,000 Kilometres, it is:

- a. Accidentally damaged within the meaning of Your Policy cover to an extent greater than 60% of the manufacturer's last published list price (inclusive of Value Added Tax).
- b. Lost by theft and not recovered within 14 days of the loss being reported to Us subject to:
  - I. the Car being owned by You or being purchased under a hire purchase agreement but excluding any Car which is the subject of a leasing agreement or contract hire agreement
  - II. the agreement of any interested hire purchase company to the extent of their legal entitlement.

#### 5. Fire Brigade Charges

We will pay for charges made by a Fire Authority under the Fire Services Act 1981 to:

## Section 4 (continued)

Control or put out a fire in Your Car or remove the driver or passengers from the Car using cutting equipment. Provided the fire gives rise to a valid claim under Your Policy the maximum We will pay is €1,000.

### 6. Replacement Locks, Car Keys, Key Cards and Lock Transmitters

We will pay up to a maximum of €750 towards the cost of replacing and or recoding of locks, keys or similar devices for Your Car if they are stolen:

1. From Your permanent or temporary residence as a result of forcible entry or exit.
2. Arising out of an assault or threat of violence on any authorised key holder.

We will not pay:

1. If keys are stolen by deception or fraud.
2. If stolen by a member of Your family or visitor.

3. If Your temporary residence is a hotel or guesthouse and the loss is not reported to the manager or owner.
4. Any loss where the theft is not reported to the Gardai or Police.
5. The additional cost of importing any part from outside of the European Union.
6. Any loss where the keys are recovered before locks or similar devices are replaced or re-coded.

### 7. Motor Tax

We will pay the amount of the un-expired portion of the 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.

A claim under Benefits 5, 6 and 7 will be paid without deduction of Excess or impacting on Your No Claim Bonus.



## Section 5

### Cover only applicable to Taxi Policies used for Hire and Reward purposes

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. GPS Satellite Navigation System
5. Receipt printer
6. Card payment device

Payment will be (made for Accidental Damage, Fire or Theft claims) up to the value insured as notified to the Company and specified in Your Schedule subject to:

1. For Accidental Damage and Fire claims Your Car must also be damaged at the same time.
2. A claim payment under this Section of the Policy will be without application of an Excess or impact on Your No Claim Bonus.
3. The application of all Policy conditions and exceptions.

# Policy Endorsements

The following Endorsements apply only if the Endorsement Number is shown in the Schedule and are otherwise subject to the terms, conditions, exceptions and general exceptions of Your Policy.

## **Endorsement No 1 – Exclusion of Accidental Damage cover for Learner Permit / Provisional Licence holders**

We will not pay for loss or accidental damage to Your Car whilst it is being driven by or is in the charge of a person who holds a learner permit / provisional licence.

## **Endorsement 2 – Exclusion of Accidental Damage cover for Additional Drivers under 25 years of age**

Section 3 (Accidental Damage) of this Policy does not apply to such additional driver(s) named in the current Certificate of Motor Insurance.

## **Endorsement No 3 – Windscreen breakage**

Paragraph No 14 of Exceptions to Sections 2 and 3 is deleted. We will pay for breakage or repair of glass in the windscreen, windows and roof of Your Car including any scratching of the bodywork directly resulting from such breakage, where the claim is processed through our Aligned Windscreen Repair network.

The amount We will pay is limited to €200 where the claim is not processed through our Aligned Windscreen Repair network.

A claim payment under this Section of the Policy will be without application of Excess or impact on Your No Claim Bonus and will be without regard to the age of the person in charge of Your Car at the time of damage.

Allianz reserve the right to increase premiums or change the terms and conditions of Your Policy or withdraw this benefit in the event of a poor claims experience.

## **Endorsement No 4 – Driving other Cars**

We will insure You in respect of legal liability, as provided under Section 1 (Third Party Insurance) whilst You are driving another Private Car, provided such Private Car:

1. Does not belong to You or Your employer.
2. Is not hired or leased to either of the parties described above under a Hire Purchase or Leasing Agreement.
3. Is not the property of or in the custody or control of a Motor Trade business of which You are a director, member or employee.

Cover under this Endorsement is limited to use within Ireland and the United Kingdom only.

## Policy Endorsements (continued)

### Endorsement No 5 – Protected No Claim Bonus

In any consecutive three-year renewal period, where You make a Third Party or Accidental Damage claim, Your No Claim Bonus will be affected as follows:

Years of NCB at Your last renewal date	Years of NCB at next renewal date if You have had:			
	A. No Claim in the current Period of Insurance	B. Any Claim in the current Period of Insurance		
		Which is the only claim in the last three year period	Which is the second claim in the last three year period	Which is the third or subsequent claim in the last three year period
Nil	1	Nil	Nil	Nil
1	2	1	Nil	Nil
2	3	2	Nil	Nil
3	4	3	Nil	Nil
4	5	4	1	Nil
5 or more	5 or more	5 or more	2	Nil

Any claim payment for Windscreen Breakage, Theft or Fire Damage will be paid without impact on Your No Claim Bonus entitlement.

Allianz reserve the right to increase premiums or change the terms and conditions of Your Policy in the event of poor claims experience.

### Endorsement No 6 – Personal Effects and Clothing

We will pay You (or at Your request, such other person as may be 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 provided that:

1. Our total liability shall be limited to €200 in respect of any one occurrence.
2. Payment to any person other than You shall be paid direct to that person who shall observe, fulfill and be subject to the terms, conditions, exceptions and general exceptions of Your Policy in so far as they can apply.
3. Your Car is not being used for hire and reward purposes at the time of the loss or damage.

## Policy Endorsements (continued)

We will not pay for:

1. Loss of or damage to money, stamps, tickets, documents or securities.
2. Loss of or damage to goods or samples carried in connection with any trade or business.
3. Loss of any property, portable satellite navigation Car units, portable DVD players / entertainment systems unless at the time of the loss such property was stored in the locked boot or closed compartment.

### Endorsement No 7 – Exclusion of Accidental Damage Cover

Section 3 (Accidental Damage) of this Policy does not operate while the Car is being driven by You, the policyholder.

### Endorsement No 8 – Personal Accident Benefits – Driver and Occupants of Car

Where the driver or any other occupant of the Car suffers injury by accidental external violent and visible means while traveling in Your Car, We will, at Your request, pay to the injured person or their legal personal representatives the benefits specified provided such injury shall, independently of any other cause and within three months, result in:

Item No.	Benefits
1. Death	€12,700
2. Complete and permanent loss of sight of one or both eyes	€12,700
3. Loss by severance of one or more limbs at or above the wrist or ankle	€12,700
4. Permanent total disablement	€12,700
5. Temporary total disablement (payable for 50 Weeks after excluding the first 14 days)	€55 per Week
6. Medical, surgical and hospital fees (payable for up to 10 Weeks) Week and cost of medical appliances necessarily incurred	€127 per

Provided that:

1. In respect of items 1 to 4 above, the total amount payable shall not exceed €12,700.
2. No benefit will be paid until the total amount has been ascertained and agreed. However payment on account may be made for temporary total disablement after a period of 8 Weeks has elapsed.
3. No benefit will be paid to the driver of the Car arising out of an accident where he/she:

## Policy Endorsements (continued)

- a. was 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. following a post mortem examination is 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 occurred
  - c. is not permitted to drive as defined in the current Certificate of Motor Insurance.
4. Detailed accounts, receipts and other adequate documentation must be furnished to Us in respect of any claim for reimbursement under item 6 above.

### Permanent Total Disablement

Means permanent inability to perform or attend to any business, profession or occupation.

### Temporary Total Disablement

Means temporary inability to perform any part of usual business or occupation. Where an injured person has no remunerative occupation, business or profession, has retired, is a student or is unemployed, this benefit shall only be paid for the period the person was detained in hospital and otherwise at the discretion of the Company having regard to the medical evidence produced.

### Hospitalisation

Means in-patient care for a period of more than seven consecutive days in an institution which has facilities for diagnosis, treatment and major surgery and has accommodation for persons as in-patients. It does not include a long term nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence, rehabilitation or other similar function.

Personal Accident Benefits are not available to any occupant(s) other than the driver when Your Car is being used for hire and reward purposes.

### Endorsement No 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 stated in the Schedule and applied in the same manner as to Your Car under Sections 2 and 3 of this Policy.

### Endorsement No 10 – Deletion of Accidental Damage (other than Fire or Theft) cover for Drivers under 30 Years of Age

Section 3 – Accidental Damage cover (other than Fire or Theft) of this Policy is deleted while the Car is being driven by or in the charge of any person under 30 years of age.

## Policy Endorsements (continued)

### Endorsement No 11 – Satellite Tracker Device Installation

Where a Satellite Tracker device is installed as Our requirement, or in exchange for a premium reduction, We will not pay for loss of or damage, theft of, or attempted theft damage to Your Car, its accessories or spare parts unless the Satellite Tracker device is operational and maintained in accordance with the suppliers' recommendations.

### Endorsement No 12 – Step-back No Claim Bonus Protection

As a result of any one claim Your No Claim Bonus will be reduced by 3 years, as follows:

Years of NCB at Your last renewal date	Years of NCB at next renewal date if You have had:	
	One claim	Two or more claims
1-3	Nil	Nil
4	1	Nil
5 or more	2	Nil

If You make a claim the Step-back protection will not apply until You have reached 4 years No Claim Bonus and We will not charge You until You have reached this point.

Allianz reserve the right to increase premiums or change the terms and conditions of Your Policy in the event of poor claims experience.

## Policy Endorsements (continued)

### Endorsement No 13 – Allianz Breakdown Assistance

Driveway and Roadside Assistance	
Benefits	Emergencies Covered
We will send a competent repairer to assist at the breakdown site.	Mechanical or electrical breakdown.
We will cover the cost of towing Your Car to the nearest competent repairer or to Your own garage, whichever is the closest. The maximum distance covered for this towing benefit is 50KM/30M from the location of Your breakdown. Should You wish to have Your Car taken to a garage beyond the maximum distance You may do so at Your own cost by availing of our specially negotiated rates.	Puncture that needs help to fix or wheel change.  Keys broken in locks or keys locked in Your Car.
We will relay up to two messages to family members or business contacts on Your behalf.	

Journey Continuation – Republic of Ireland and Northern Ireland	
<p>Journey completion for You and Your passengers up to a maximum value of €150 / £100</p> <p><b>or</b></p> <p>A free courtesy Car (Class A) for up to 48 hours and return journey to Your Car when repaired</p> <p><b>or</b></p> <p>Bed and breakfast accommodation where repairs necessitate an overnight stay to a value of €35 / £25 for each person to a maximum of €150 / £100.</p>	Where Your Car breaks down in Ireland (more than 30 km from Your home address) and Your Car cannot be repaired at the breakdown site.

## Policy Endorsements (continued)

Journey Continuation – Great Britain	
A courtesy Car (Class A) for up to 48 hours, to a maximum benefit of €150 / £100.	Where Your Car breaks down in Great Britain and Your Car cannot be repaired at the breakdown site.
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.	
Where Your Car cannot be repaired prior to Your departure date, Your Car will be towed to Your departure port.	
In such circumstances, arrangements will be made to repatriate Your Car to Ireland and for onward towing 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.	
With above options You are required to provide Us with details of Your return ferry ticket.	

If You have one of the breakdown emergencies listed above, You should call:  
**Locall** 1890 48 48 48 (if calling within the Republic of Ireland).  
**Call** 00353 1 6133666 (if calling within Northern Ireland or Great Britain i.e. England, Scotland and Wales).



## Policy Endorsements (continued)

The following terms and conditions apply to Allianz Breakdown Assistance service:

- We will provide assistance for up to and including 4 callouts in any one period of insurance.
- Cover is provided in respect of Your permanent Car only.
- Cover is not available for Electric Cars.
- The cost of draining or removing contaminated / incorrect fuel type or lubricant is not covered. However, We will tow Your Car to the nearest competent garage (maximum 50KM/30M) for assistance. You will have to pay for any work carried out.
- You are not entitled to avail of Breakdown Assistance for incidents which are covered under Your Comprehensive Motor Policy including:
  1. assistance for accidents
  2. lost or stolen keys
  3. glass breakage
  4. fire damage
  5. attempted theft
- Additional Breakdown Assistance will not be provided within 2 working days from the time of the provision of the most recent Breakdown Assistance, when the cause of the fault, which led to this provision, has not been rectified.
- Allianz will not be responsible for any expense You incur without Our approval or for expenses You incur without Our prior agreement.
- You must be present at Your Car when the repairer arrives. If You are not present at Your Car and We cannot assist You, You will have to pay for any future assistance.
- When Your Car has been delivered to a competent repairer, the cost of repairs and cost of replacement parts will be borne by You.
- Your Car must be kept in a roadworthy condition and You must ensure that it is maintained in accordance with manufacturer's requirements.
- We will not be responsible for the repatriation costs in circumstances where the estimated cost of repatriation and /or storage exceed the current Irish market value of Your Car.
- The Allianz Breakdown Assistance service covers the island of Ireland and Great Britain.
- Breakdown Assistance does not cover You for recovery which requires specialist equipment.
- The onward travel or delivery of passengers or goods that You are carrying in a commercial capacity, at the time of breakdown, is not covered under the Allianz Breakdown Assistance service.
- The provision of the courtesy Car is subject to availability and if We are unable to provide You with one, You are entitled to avail of the other journey continuation benefits offered by this scheme. However, the cost of all onward travel must be agreed with Us first.
- In hiring a courtesy Car, it is Your responsibility to ensure You meet the requirements of the Hire Company. The courtesy Car is for Your personal use only and may not be operated by You for the carriage of passengers for hire and reward.

## General Exceptions

### Applicable to all Sections of the Policy

This Policy does not cover, except so far as is necessary to meet the requirement of the road traffic legislation:

1. Any injury, loss or damage occurring while Your Car is being:
  - a. Driven by any person or used for any purpose not allowed by the Certificate of Motor Insurance other than cover for loss or damage to Your Car and accessories or spare parts while in or on the Car arising from "Theft" as described in Section 2.
  - b. Driven by You, unless You hold a licence to drive the Car.
  - c. Driven with Your general consent by any person who does not hold a licence to drive the 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. Liability accepted under an agreement, unless the liability would have existed even without the agreement.
3. Injury, loss or damage arising from:
  - a. Ionising, radiations, or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

4. Any injury, loss or damage caused by:
  - a. Earthquake.
  - b. Riot or civil commotion, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to riot and civil commotion.
5. Loss of or accidental damage to Your Car, and its accessories or spare parts while in or on the Car, occasioned by pressure waves caused by aircraft travelling at sonic or supersonic speeds, or items dropped from them.
6. 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. Notwithstanding any provision to the contrary within this insurance, or any Endorsement thereto, it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of

## General Exceptions (continued)

any other cause or event contributing concurrently or in any other sequence to the loss:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- b. Any act of terrorism.

### Act of Terrorism

Means an act, including but not limited to, the use of force or violence and / or the threat 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), committed for political, religious, ideological or other purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

This Policy also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (a) and/or (b) above.

If the Company alleges that, by reason of this General Exception, any liability, loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured.

In the event that any portion of this General Exception is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

8. This Policy excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

a. the loss of, alteration of or damage to

or

b. a reduction in the functionality, availability or operation of:

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non-computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, logic bomb or trojan horse.

# Claims Procedure

You must report to Us immediately any accident, injury, loss or damage which may give rise to a claim under this Policy.

All incidents must be reported to our Emergency Services phone number:  
Republic of Ireland 1890 48 48 48  
Northern Ireland or United Kingdom  
00353 1 6133666.

## What to do in the event of an accident

In the event of an accident You should obtain 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 / Police that attended the scene of the accident.

## You must also:

1. Not admit responsibility, sign any statement or negotiate the settlement of any claim, without the written agreement of Allianz.
2. Complete any form(s) We may send You.
3. Give Us all information and assistance required.
4. Notify Us immediately of any impending prosecution, inquest or fatal inquiry, writ or summons.
5. Send Us, as soon as possible, any writ or summons, letter or other documents You may receive.
6. The registration and insurance details of Your Car should be provided to any other party involved and also An Garda/Police, if requested.

7. If any person is injured, the accident must be reported to An Garda/Police, whether they attend the scene or not.

If You do not do so, We reserve the right not to pay a claim. We are entitled, at any stage during any claim, to take over and conduct the defence or settlement of the claim, and, at our discretion, to pursue the claim for our own benefit in the name of any person insured.

## Important Note

If you are involved in an accident with a visiting motorist from outside the country, report the accident to the Motor Insurers Bureau of Ireland, 3/4 South Frederick Street, Dublin 2. Telephone number: 00353 1 6769944, Website: [www.mibi.ie](http://www.mibi.ie)

## Claims payment

Payment(s) We will make under Sections 2 and 3

## Sections 2 & 3: What does “pay” mean?

The word “pay” means that We may, at our option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace the Car. If We know that Your Car is the subject of a Hire Purchase or Leasing Agreement, any payment will be made to the owner to the extent of their legal entitlement.

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

## Claims Procedure (continued)

We will determine the market value of Your Car to be the monetary value You could reasonably expect to pay for Your Car had You bought it immediately prior to the loss or damage. This will be determined by other Cars available in the market of comparative make, model, engine capacity, age, mileage, ownership history, general condition and any other relevant factors. We may use an independent specialist firm to determine the appropriate monetary value.

A statutory write-off means that a suitably qualified assessor has deemed the Car no longer fit for return to the road and should be either destroyed or rendered for parts.

A financial write-off means that the Car can be repaired to a safe condition but the cost of repairs renders it uneconomic to do so.

If We pay a claim on either a statutory or financial write-off basis, We reserve the right to own or destroy the salvage or to obtain an offer for the salvage on Your behalf which will be offset against the valuation.

### Repairs, Collections and Delivery

You may authorise repairs to a maximum of €650 provided an estimate is sent to Us immediately.

If Your Car is immobile as a result of an accident, fire or attempted theft We will pay the reasonable cost of removal to the nearest repairer.

We will also cover the reasonable cost of storing or protecting Your Car for up to a maximum of 3 days from the date of loss or damage.

The repairer may require You to pay the Excess 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 rateable proportion. This does not override the references to other insurances (Exceptions to Section 1).

### Rights of recovery

If the law requires Us to pay a claim which would not otherwise be covered by Your Policy, We reserve the right to recover the amount from You or the person on whose behalf We make the payment.

### Getting Your Car repaired

If Your Car suffers damage which is covered by Your Policy, We recommend that You take it to one of our Aligned Repairers, or that You arrange for its collection by one of them.

If You do not use an Aligned Repairer, You should arrange for an estimate of repair costs to be sent to Us by Your selected repairer. You may authorise repairs provided the estimate does not exceed €650.

## Allianz Accident, Fire and Theft Emergency Assistance

Allianz Accident, Fire and Theft Emergency Assistance is available to all policyholders who have Comprehensive Cover while driving anywhere in Ireland.

We will provide assistance in the event of an accident, fire, theft or attempted theft free of charge.

Policyholders who have opted for Third Party Fire & Theft Cover can avail of the emergency service free of charge if their Car goes on fire or has been the subject of a theft or an attempted theft.

- Our service is available 24 hours a day, 365 days a year.
- If possible We will get You back on the road.
- If Your Car is badly damaged and un-roadworthy We will ensure that You and Your passengers are brought home.
- We will tow Your Car to an Aligned Repairer for repairs.
- While You are waiting for Your Car to be repaired, We will give You a free \*replacement Car (Class A) for up to 5 days.

- We will settle directly with Our Aligned Repairer saving You from making any payment other than Your Policy Excess.
- If Your Car is stolen, We will supply You with a \*replacement Car (Class A) for up to 14 days. If Your Car has not been recovered after this time, We will then settle Your claim.

All You have to do is call:  
Republic of Ireland Local 1890 48 48 48  
Northern Ireland 00353 1 6133666.

*\*Replacement Car – it is Your responsibility to ensure You meet the requirements of the hire company. The courtesy Car is for Your personal use only and may not be operated by You for the carriage of passengers for Hire and Reward.*

*Terms and conditions apply.*

## Consumer Information

### Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office No. 143108. Vat no 4887986M. Our contact details are: telephone: +353 1 6133666 fax: +353 1 6605214, and email: info@allianzdirect.ie

### Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland and 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](http://www.centralbank.ie).

### What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

### How we charge

The charge for our services is the premium (including applicable government levy and/or premium taxes). This premium, and any optional covers are separately specified in your Schedule/Renewal notice.

### Default

Non-payment of your premium or part thereof or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled.

### Language

Your policy and all communications with you or by you to us will be in English.

### Compensation

Please note that in the event of Allianz being unable to pay a claim, you may be entitled to compensation from the Insurance Compensation Fund in Ireland.

### Right of Withdrawal

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 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 effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less a premium transaction charge as detailed in Your schedule. 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 Allianz. Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month.

### Governing law

Notwithstanding the provisions of Arbitration within the Policy, the Irish courts will have jurisdiction to hear any dispute. The laws of Ireland will apply to your policy.

### Policy Alteration, Additional and Return Premiums

Where Your policy is altered or cancelled during any Period of

## Consumer Information (continued)

Insurance, We will re-calculate 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 all such alterations, as detailed in Your schedule.

Where applicable, the premium transaction charge will be added to any additional premium due to Us, or deducted from any return premium due to You. We will only charge or refund a premium provided the amount is greater than or equal to the amount detailed in Your Schedule. Where applicable, a government levy applies to all premium calculations.

### Alteration to terms and conditions

In the event of a claim we may advise you, at the time of your next renewal, of altered policy terms and conditions which increase your premium and/or excess, and/or reduce cover.

### Complaints

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

Head of Customer Focus, Allianz p.l.c.,  
Allianz House, Elmpark, Merrion Road,  
Dublin 4. +353 1 6133000 (tel),  
info@allianz.ie

If your complaint is not resolved to your satisfaction and you remain dissatisfied with our final response to your complaint you can refer your complaint to:

(1) The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.  
1890-882090 (locall),  
+353 1 6620899 (tel),  
+353 1 6620890 (fax),  
email – enquiries@financialombudsman.ie  
website – www.financialombudsman.ie  
and/or  
(2) Insurance Information Services – Irish Insurance Federation,  
39 Molesworth Street, Dublin 2.  
+353 1 6761914 (tel), +353 1 6761943 (fax), email – iis@iif.ie  
website – www.iif.ie

The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.



# Notes

**Allianz p.l.c.**

Allianz House  
Elmpark  
Merrion Road  
Dublin 4

Tel: 1890 48 48 48

Fax: 01 660 5214

Website: [www.allianz.ie](http://www.allianz.ie)

E Mail: [info@allianzdirect.ie](mailto:info@allianzdirect.ie)

Allianz Mobile: [m.allianz.ie](http://m.allianz.ie)

Freetext: 50048

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