

# COMMERCIAL VEHICLE POLICY

Direct



MOTOR INSURANCE

Allianz 

## COMMERCIAL VEHICLE INSURANCE

This section summarises changes to cover which apply to your motor policy, which are not currently outlined in your policy document. The changes outlined below will have been issued to you previously in new business or renewal documentation. This document should be read in conjunction with the policy wording.

### 1. Introduction

Please note that Paragraph 1 under Introduction on page 2 of the Policy now reads as follows:

In return for payment of premium or agreement to pay premium, Allianz will provide the insurance described in the Policy on condition that the information detailed in a Proposal Form or a Statement of Fact is correct and complete. This Proposal Form or Statement of Fact form the basis of the contract with Allianz hereinafter called the Company. Provision of such an insurance is subject to the Terms, Definitions, Exclusions, Extensions, Conditions and Endorsements contained in the Policy. The Period of Insurance shall be as expressed in the Schedule attached hereto or any subsequent period for which the Company may accept payment for the renewal of this Policy.

### 2. Policy Conditions

Condition 6 under Conditions on page 16 of the Policy now reads as follows:  
The due observance and fulfilment of the terms, provisions and conditions of this Policy and/or of any Endorsement thereon insofar as they relate to anything to be done or complied with by the Insured or any person indemnified by this Policy and the information detailed in the Proposal Form or Statement of Fact shall be the conditions precedent to any liability of the Company and/or to make any payments under this Policy.

Condition 11 under Conditions on page 17 of the Policy now reads as follows:  
If at any time or from time to time any material change shall occur in any of the facts existing in the Proposal Form or Statement of Fact provided for this Policy the Insured shall give immediate notice thereof in writing to the Company and shall pay such additional premium as the Company may require. Further, the Policy may be voided in respect of any risk or item thereof in regard to which there be any alteration after the commencement of this Insurance unless such alteration be admitted by memorandum signed by or on behalf of the Company.

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### 3. Changes to Right of withdrawal, Cancellation, Material Facts/Duty of Disclosure/Alteration of Risk and Subrogation

This document is attaching to and forming part of your above policy with effect from policy renewal/inception dates on and after 1st September 2020. Please read this document carefully and note the changes in your policy terms and conditions as outlined below. Please note that the amended terms below, with the exception of the Subrogation terms, overwrite any related term on any other documentation. The Subrogation terms below act as an addition to the Rights of Recovery section in policy booklet.

#### 1. Right of Withdrawal

Your Right of Withdrawal as outlined in your Terms of Business and policy wording has been amended from 14 calendar days to 14 working days and now reads as follows:

You have the right to withdraw from this policy, provided you have not made a 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 effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us, quoting your policy number. Our address is Allianz House, Elm Park, Merrion Road, Dublin 4, D04 Y6Y6. Should you exercise this right we will refund you the 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. 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.

#### 2. Cancelling Your Policy

Your cancellation rights have been amended to:

You may cancel the policy at any time by contacting us by phone or in writing. Our address is Allianz House, Elm Park, Merrion Road, Dublin 4, D04 Y6Y6. We will cancel your policy from the date we receive your request. You must pay your premium up to the cancellation date of your policy.

We may cancel the policy at any time by issuing a written notice to you at your last known postal address. 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

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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.

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.

### 3. Material Facts/Duty of Disclosure/Alteration of Risk

When arranging this 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. A misrepresentation is where an individual provides fraudulent, inaccurate, misleading or incomplete information. 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 alternatively only part of your claim being paid to you.

Please note that any "alteration" clause in the policy or any clause which refers to an "alteration of risk" will apply only where the subject matter of the policy has changed or altered. Any clause of the policy which refers to a "material change" will be interpreted as referring to changes that take the risk outside that which was reasonably envisaged by both you and us when the policy sale was concluded. If you are in any doubt as to whether there has been a change in the subject matter of the contract which changes the risk to something that we did not agree to cover, then please contact us or your intermediary.

### 4. Subrogation

Subrogation is the process whereby when you have the right to recoup damages and/or costs from another person, resulting from an incident which is covered under your policy, we, your insurer, are entitled to recover such amounts from the other person(s).

In the event that the other person involved in the incident is a family member or cohabitant, or someone who caused an insured incident when using your motor vehicle with your consent, you may have decided not to recoup any resulting damages and/or costs. In such situations we:

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- may not seek to recover such amounts by subrogation if that person is not insured in respect of the incident
- may not recover an amount which exceeds what they may recover from their own insurance policy
- will not require that you give us permission to recover such amounts in order for you to be able to claim from us
- reserve the right to recover such amounts where the incident arose from serious or wilful misconduct of the other person

In the event that the other person is your employee, we will not seek to recover damages and/or costs unless the incident was caused intentionally or recklessly, and with knowledge that loss or damage would probably result.

Please note that we may not accept any claims where your policy excludes any liability which is implied by agreement, and where you have entered such an agreement which limits your rights to recover damages and/or costs from any person in relation to any incident covered by this insurance.

### 4. Cover for Drivers under 23

**This document is attaching to and forming part of your policy with effect from policy renewal/inception dates on and after 24th May 2021. Please read this document carefully and note the changes in your policy terms and conditions as outlined below.**

We have removed the following exclusion from your policy:

Exceptions To Sections 5 & 6

- (iii) damage as defined in Sections 5 and/or 6 whilst any Vehicle is being driven by any person
  - (a) who is under 23 years of age
  - or
  - (b) who is not the holder of a current full driving licence

It has been replaced by:

Exceptions To Sections 5 & 6

- (iii) damage as defined in Sections 5 whilst any Vehicle is being driven by any person
  - (a) who is under 23 years of age
  - or
  - (b) who is not the holder of a current full driving licence

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### 5. Mid Term Alteration Charges

#### **Policy Alteration, Additional and Return Premiums**

Where your Policy is altered 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 all such 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 / Insurance Premium Tax applies to all premium transactions.

### 6. Full Premium Payment

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 prior to the claim being paid and/or to deduct any outstanding premium from any claim payment We may make to You.

### 7. Claims Information

In the event that your vehicle is deemed to be either a statutory or financial write-off, We will not pay more than the market value of your vehicle immediately prior to the loss or damage. We will determine the market value of your vehicle to be the monetary value you could reasonably expect to pay for your vehicle had you bought it immediately prior to the loss or damage. This will be determined by other vehicles 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 vehicle no longer fit for return to the road and should be either destroyed or rendered for parts.

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

All incidents must be reported to our Emergency Services phone numbers:  
Republic of Ireland 01 448 48 48  
Northern Ireland or Great Britain 00353 1 6133666

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## Introduction

The Insured named in the Schedule hereto having by a Statement of Fact or Proposal and Declaration which shall be the basis of this Contract applied to Allianz p.l.c. hereinafter called "the Company" for the insurance hereinafter defined and having paid or agreed to pay the premium, the Company agrees to provide such insurance subject to the Terms, Definitions, Exclusions, Extensions, Conditions and Endorsements contained herein or endorsed or otherwise expressed hereon. The Period of Insurance shall be as expressed in the Schedule attached hereto or any subsequent period for which the Company may accept payment for the renewal of this Policy.

### Vehicle Cover

Vehicle Cover is described in the Schedule attached to this Policy and operates as follows unless otherwise specified by endorsement

Comprehensive .....All Sections of the Policy apply  
Third Party, Fire and Theft .....All Sections of the Policy apply except Section 5  
Third Party only .....All Sections of the Policy apply except Sections 5 and 6  
Fire and Theft only .....Only Section 6 of the Policy applies.

Signed for and on behalf of the Company



Helen Merry  
Chief Underwriting Officer.

### In Your Own Interest

This Policy includes important exclusions and conditions. The Company encourages you to read this Policy carefully and to contact the Company immediately if any clarification is required. The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the Stamp Duties Consolidation Act 1999, Schedule 1.

### Insurance Act 1936

In accordance with Section 93 of the Insurance Act 1936, it is understood and agreed that all monies which become or may become due and payable by the Company under this policy shall be payable and paid in the Republic of Ireland.



# Definitions

## **Insured**

The person, company, firm or other legal entity named as the Insured in the Policy Schedule.

## **Schedule**

Sets out details of the Insured and a summary of the cover provided. The Schedule is part of the Policy.

## **Business**

The business of the Insured described in the Schedule.

## **Vehicle**

Any Motor Vehicle other than a private car or estate car having a dual purpose body described in the Schedule and for which a Motor Certificate has been issued.

## **Insured Driver**

Any person described in the Schedule under the heading "Drivers or Classes of Drivers whose Driving is Covered".

## **Territory**

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

## **Passenger**

Any person while in, mounting into, or dismounting from the Vehicle.

## **Trailer**

Any trailer owned by the Insured or for which the Insured is responsible while it is attached to or detached from the Vehicle.

# Insuring Clauses

## Section 1: Liability to Third Parties

The Company will indemnify the Insured

- (a) in respect of events occurring in the Territory against all sums which the Insured or his personal representative shall become legally liable to pay to any person by way of damages or costs on account of injury to person (including injury causing death) or damage to property caused by or through or in connection with any Vehicle including the loading or unloading of such Vehicle. Such indemnity insofar as it relates to damage to property shall be limited to the sum stated in the Schedule under the heading "Third Party Property Damage Limit" in respect of damage occasioned by any one act or any one series of acts collectively constituting one event.
  
- (b) in respect of events caused by or through or in connection with any Vehicle including the loading and unloading of such Vehicle or articles falling therefrom occurring in any other country which is a member of the EC or in respect of which the Commission of the EC is satisfied that arrangements have been made to meet the requirements of Article 7(2) of the Third EC Directive on Insurance of Civil Liabilities arising

from the use of motor vehicles but such indemnity shall not exceed the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in such countries except that if the minimum indemnity required by the laws of the Republic of Ireland be higher than that of such countries then the indemnity provided will be that required in the Republic of Ireland as if the event giving rise to the liability had occurred in the Republic of Ireland.

The Company will pay the Solicitor's fee incurred, provided that written consent has been obtained from the Company in advance, for representation at any Coroner's Inquest in respect of any death which may be the subject of indemnity under this Section or for defending in any Court of Summary Jurisdiction any proceedings in respect of any act causing any event which may be the subject of indemnity under this Section.

## Section 2: Third Party Working Risk Cover

General Exception (8) is hereby rendered inoperative.

Except so far as is necessary to meet the requirements of Road Traffic Act Legislation whilst any Vehicle or any

## Insuring Clauses (continued)

plant forming part of such Vehicle or attached thereto is being operated as a tool

- (a) the Company shall be under no liability under Section 1 of this Policy for injury to person (including injury causing death) or damage to property for or arising out of
  - (i) subsidence, flooding or water pollution
  - (ii) damage to pipes or cables
- (b) the liability of the Company in respect of injury to person (including injury causing death) and/or damage to property caused by or through or in connection with such Vehicle shall not exceed the sum of €6,400,000 in respect of any one act or any one series of acts collectively constituting one event provided that the Limit of Indemnity applying to this Policy as stated in Section 1 for damage to property is not increased hereby.

The Company will in addition pay all costs and expenses incurred with its written consent.

### Section 3: Persons Driving Insured Vehicle

In terms of and subject to the limitations of the indemnity which is granted by Section 1 to the Insured the Company will indemnify any

Insured Driver who is driving the Vehicle with the Insured's consent Provided that

- (a) such Insured Driver is not entitled to indemnity under any other policy
- (b) such Insured Driver is not a person in the Motor Trade driving the vehicle for purposes necessitated by its overhaul upkeep and/or repair for the Insured
- (c) such Insured Driver shall as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply
- (d) such Insured Driver holds a licence to drive the Vehicle or having held such a licence is not disqualified from holding such a licence.

### Section 4: Passenger Negligence

The Company will at the request of the Insured indemnify in terms of Section 1 of this Policy any Passenger in the Vehicle

Provided that the Passenger

- (i) is not driving such Vehicle or in charge of such Vehicle
- (ii) is not entitled to indemnity under any other policy

## Insuring Clauses (continued)

(iii) shall as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply.

### Section 5: Loss or Damage

The Company will indemnify the Insured against loss of or damage to any Vehicle and/or its accessories and spare parts while thereon including damage by frost and loss or damage while in transit by sea (or during the process of loading or unloading incidental to such transit) between any ports in the Territory. Any payment under this Section solely in respect of accidental breakage of glass in windscreen or windows will not result in the loss of the No Claims Discount.

### Section 6: Fire and Theft

The Company will indemnify the Insured against loss of or damage to any Vehicle and/or its accessories or spare parts whilst thereon by fire self-ignition lightning explosion or by theft or any attempt thereat in the Territory.

### Section 5 & 6: Repair Reinstatement or Replacement

In relation to the indemnity provided by Sections 5 and 6, the Company

may at its own option repair, reinstate or replace such Vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage. The maximum amount payable by the Company in respect of any claim for loss or damage shall be the market value of such Vehicle immediately prior to such loss or damage. If, to the knowledge of the Company, the Vehicle is the subject of a hire purchase agreement or leasing agreement such payment shall be made to the owner described therein whose acceptance shall be a full and final discharge to the Company in respect of such loss or damage. If the Company is not made aware of any hire purchase or leasing agreement in respect of the Vehicle, payment by the Company to the Insured shall be a good discharge to the Company of any amount owing to any hirer or lessor.

If such Vehicle is disabled by reason of such loss or damage the Company will bear the reasonable cost of protection and removal to the nearest repairers. The Company will also pay the reasonable cost of delivery to the Insured after repair of any loss or damage insured under the Policy not exceeding the reasonable cost of transport to the address of the Insured stated in the Policy.

The Insured may authorise the repair of such Vehicle necessitated by damage covered by this Policy provided that the estimated cost of

## Insuring Clauses (continued)

such repairs does not exceed €650 and that the Company be furnished forthwith with a detailed estimate of the cost in such form as may be required.

- (c) such Vehicle is not being driven by the hirer or any person in the employment of the hirer.

### Section 7: Excesses

The Insured shall be responsible for the amount as stated in the Schedule under the heading "Excess" in respect of each and every claim under Section 5 and/or Section 6 of the Policy.

The excess amount stated in the Schedule shall not apply to any claim under Section 5 of the Policy in respect of accidental breakage of glass in windscreen or windows.

### Section 8: Indemnity to Hirer

In respect of any Vehicle other than a passenger carrying or goods carrying Vehicle the Company will indemnify any hirer of any such Vehicle against liability as defined in this Policy arising in connection with any such Vehicle while let on hire

Provided that

- (a) such hirer shall as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this Policy insofar as they can apply
- (b) such hirer is not entitled to indemnity under any other policy

### Section 9: Trailers

The indemnity granted by Section 1 of this Policy other than in respect of claims by Passengers shall extend to operate in respect of any Trailer whilst

- (i) attached to any Vehicle
- (ii) temporarily detached during the course of a journey from any Vehicle
- (iii) detached from any Vehicle provided that details of such Trailer have been notified to the Company.

### Section 10: Legal Charges

The Company will at the request of the Insured arrange and pay for legal services for defence in the event of proceedings being taken under sub-Section 2(a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or serious bodily harm in respect of any injury to person which may be the subject of indemnity under Section 1 of this Policy

Provided that

- (i) the Insured shall be responsible for any costs and/or expenses in excess of €1,275 incurred in respect of such legal services

# Insuring Clauses (continued)

- (ii) this extension of cover shall not apply if the person driving is aged under 23 years
- (iii) no indemnity shall be granted if arising out of the event which gave rise to the proceedings the Insured has been convicted (or a prosecution is pending) under any Road Traffic Act Legislation relating to the level, concentration or quantity of alcohol or drugs in the body
- (iv) the Company may at any time relieve itself of any further liability or obligation in respect of such legal services upon paying the Insured such sum of €1,275 less the expenses incurred by the Company to date of payment.

## Section 11: Emergency Treatment

The Company will indemnify any person using the Vehicle in connection with which indemnity is provided under the Policy, against liability for emergency treatment or medical or hospital expenses as required by Road Traffic Act Legislation in connection with injuries caused by or arising out of the use of such Vehicle in any territory to which any of such Legislation applies.

## Section 12: Medical Expenses

If the Insured or the Insured Driver or any Passenger of any Vehicle shall in direct connection with such Vehicle in the Territory, sustain any bodily injury by violent, accidental external and visible means the Company will pay to the Insured the medical expenses in connection with such injury up to the sum of €130 in respect of each person injured.

## Section 13: Joint Insured Indemnity

For the purpose of this Policy each of the parties comprising the Insured shall be considered a separate and distinct unit and the words "the Insured" shall be considered as applying to each party in the same manner as if a separate Policy had been issued to each of the said parties and the Company hereby agrees to waive all rights of subrogation or action which the Company may have or acquire against either of the aforesaid parties arising out of an accident in respect of which a claim is made hereunder. Notwithstanding the inclusion herein of more than one Insured the total liability of the Company in respect of damage to property in respect of any or all Insureds shall not exceed the Limits of Indemnity as stated in this Policy.

# Insuring Clauses (continued)

## Section 14: No Claims Discount

If the Policy (or vehicle) is earning three years or less No Claim Discount, in the event of a claim (s), the discount will be reduced to Nil.

- (a) **Step Back No Claim Discount**  
 Provided the Policy is earning four or more years No Claim Discount, one claim costing or estimated to cost not more than €10,000 in any one renewal period of insurance, will result in the discount scale being stepped back as per Table below.

Claim value range	No Claim Discount step-back in years
One claim up to €10,000	Step-back by two years (two scale points)
One or more than one claim €10,001 or greater	Step-back to Nil

- (b) **Protected No Claim Discount**  
 Provided the Policy (or vehicle) is earning four or more years No Claim Discount, and when Protected NCD applies as 'Yes' in the Schedule, claims will impact on the discount scale as per Table below.

Number of claims in any three year renewal period	No Claim Discount impact in years
One or two claims (amount unlimited)	No impact on the Discount Scale
In the event of a third claim (amount unlimited)	Step-back by two years (two scale points)
More than three claims	Step-back to Nil

If this option applies as 'Yes' in the Schedule, option (a) is inoperative.

Should the Company consent to the transfer of interest, the period for which the Policy is in the transferor's name, shall not accrue to the benefit of the transferee.

## Section 15: Application of Limits of Indemnity

In the event of any accident involving indemnity to more than one person any limitation by the Terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the Insured.

## Exclusions

Except so far as is necessary to meet the requirements of Road Traffic Act Legislation:

### Exceptions To Section 1

The Company shall not be liable in respect of

- (a) injury to person (including injury causing death) to
  - (i) any Passenger unless that part of the Vehicle in which such Passenger is being accommodated is designed and constructed with fixed or folding seats permanently and securely installed in or on the Vehicle
  - (ii) any person driving the Vehicle or in charge of the Vehicle for the purpose of driving
  - (iii) any person in the employment of the Insured where such personal injury arises out of and in the course of such employment
- (b) injury to person (including injury causing death) or damage to property occasioned
  - (i) beyond the limits of any carriageway or thoroughfare on which compulsory insurance is not required under Road Traffic Act Legislation in connection with the bringing of a load to

the Vehicle for loading thereon or the taking away of a load from the Vehicle after unloading therefrom

- (ii) whilst the Vehicle is drawing a trailer other than one superimposed trailer being part of an articulated Vehicle

- (c) damage to property owned by or in the possession, custody or control of the Insured or in, on or being conveyed by the Vehicle.

### Exceptions To Section 4

The Company shall not be liable in respect of

- (a) personal injury (including personal injury causing death) to the Insured or any person driving the Vehicle or in charge of the Vehicle for the purpose of driving or any person in the employment of the Passenger or in the employment of the employer of the Passenger where such personal injury arises out of and in the course of such employment
- (b) damage to property owned by or in the possession, custody or control of the Insured or of the Passenger or in, on or being conveyed by the Vehicle.

### Exceptions To Sections 5 & 6

The Company shall not be liable to pay for: -



## Exclusions (continued)

- (i) loss of use, depreciation wear and tear electronic failures mechanical or electrical breakdown failure or breakages requirements of Article 7(2) of the Third EC Directive on Insurance of Civil Liabilities arising from the use of motor vehicles.
- (ii) damage to tyres by application of brakes or by road punctures, cuts or bursts (2) in respect of any liability (in excess of the common law or statutory liability applicable to the case) undertaken by the Insured by special contract.
- (iii) damage as defined in Sections 5 and/or 6 whilst any Vehicle is being driven by any person (3) in respect of any loss, damage liability and/or injury arising out of any event occurring while any Vehicle
  - (a) who is under 23 years of age or
  - (b) who is not the holder of a current full driving licence
- (iv) loss or damage as defined in Section 5 and/or Section 6 in respect of any event occurring outside the Territory.
  - (a) is being driven by or in the charge of any person other than an Insured Driver or
  - (b) is being used other than within the Limitations as to Use contained in such Schedule.

### General Exceptions of the Policy

Except so far as is necessary to meet the requirements of Road Traffic Act Legislation

The Company shall not be liable

- (1) to indemnify the Insured in respect of any award made as a result of legal proceedings issued in any country which is not a member of the EC or in any other country in respect of which the Commission of the EC is not satisfied that arrangements have been made to meet the
    - (4) except under Section 1 in respect of any loss, damage and/or injury due to or in consequence of Earthquake.
    - (5) in respect of
      - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
      - (b) any legal liability of whatsoever nature
- directly or indirectly caused by or contributed to by or arising from

## Exclusions (continued)

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- (6) in respect of any loss damage liability cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- (i) 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
  - (ii) any Act of Terrorism.  
An 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 similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- This exclusion applies to 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 (i) and/or (ii) above.
- If the Company allege that by reason of this exclusion any loss damage liability cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- In the event any portion of this exclusion is found to be invalid or unenforceable the remainder shall remain in full force and effect.
- (7) in respect of loss damage liability cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with
- (i) the loss of alteration of or damage to

## Exclusions (continued)

- (ii) a reduction in the functionality availability or operation of a computer system hardware programme software data information repository microchip integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus worm logic bomb or trojan horse.
- (8) in respect of liability incurred by the Insured arising out of the operation as a tool of any Vehicle or of plant forming any part of such Vehicle or attached thereto.
- (9) in respect of loss destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- (10) in respect of damage to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any Vehicle.

## Extensions

Notwithstanding anything contained in General Exception (2) to the contrary the Company will indemnify in terms of Section 1 of the Policy any Public Authority Company Firm Corporate Body or Person (hereinafter called the Principal) for whom the Insured has contracted to execute work or services

Provided that

- (a) the Insured shall have arranged with the Principal for the conduct and control of all claims for which the Company may be liable by virtue of this extension to be vested in the Company
- (b) the Principal is not entitled to indemnity under any other policy
- (c) the Company shall not be liable by virtue of this extension in respect of
  - (i) liability or any sum in excess of the amount thereof which attaches to the Principal by virtue of an agreement and which liability or excess sum would not have attached in the absence of such an agreement
  - (ii) liability which arises other than by reason of the negligence of the Insured or an employee of the Insured
- (d) the Principal shall as though it or he were the Insured observe fulfil and be subject to all the terms exceptions and conditions of this Policy.

## Conditions

Any condition of this Policy and/or of any Endorsement thereon insofar as it is a prohibited condition within the meaning of Part VI of the Road Traffic Act 1961 shall not be a condition affecting the right of any person to recover an amount under or by virtue of the provisions of Section 76 of the said Act.

benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured or such indemnified person shall give all such information and assistance as the Company may require.

- 1: The Insured shall give notice in writing to the Company as soon as practicable after the occurrence of any event in consequence of which the Company may become liable under this Policy with full particulars thereof. Every letter claim writ summons and/or process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the Insured shall have knowledge of any impending prosecution or inquest in connection with any such event.
- 2: No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured or any person indemnified by this Policy without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured or such indemnified person the defence or settlement of any claim or to prosecute in the name of the Insured or such indemnified person for its own
- 3: If at the time any claim arises under this Policy there is any other existing insurance covering the same loss damage or liability the Company shall not be liable under this Policy to pay or contribute more than its rateable proportion of any loss damage costs and/or expenses. Provided always that nothing in this condition shall impose on the Company any liability from which but for this condition it would have been relieved under Proviso (a) of Section 3 and Proviso (ii) of Section 4 or the terms of any endorsement attached to this Policy.
- 4: The Insured shall take all reasonable steps to safeguard from loss or damage and maintain in efficient condition any Vehicle and the Company shall have at all times free access to examine such Vehicle.
- 5: If any difference shall arise under this Policy such difference shall be referred to an Arbitrator to be appointed by the parties or failing agreement by the

## Conditions (continued)

President for the time being of the Incorporated Law Society of Ireland. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the Insurer. Claims not referred to arbitration within 12 calendar months from the date of disclaimer of liability shall be deemed to have been abandoned.

- 6: The due observance and fulfilment of the terms, provisions and conditions of this Policy and/or of any Endorsement thereon insofar as they relate to anything to be done or complied with by the Insured or any person indemnified by this Policy and the truth of the statements and answers in the Proposal for the insurance provided for by this Policy shall be conditions precedent to any liability of the Company to make any payments under this Policy.
- 7: The Insured shall repay to the Company all sums paid by the Company in respect of any claim under this Policy which the Company would not have been liable to pay but for the provisions of the Motor Insurers' Bureau of Ireland or any similar international agreement or the law of any territory in which the Policy operates relating to the insurance of liability to Third Parties and all expenses incurred

by the Company in connection with any such payment.

- 8: (a) This Policy may be cancelled at any time by the Company giving 10 days notice by Registered Post to the Insured at the Insured's last known address. In such event the Insured shall become entitled to a return of the proportionate part of the premium in respect of the unexpired portion of the Period of Insurance subject to the Company's right to retain the amount specified in the Policy and Schedule or otherwise advised to the Insured as a minimum premium.
- (b) If the Company has agreed to accept payment of premium for this Policy by instalments then in the event of any non-payment of any instalment on or before the due date the Company may cancel this Policy by giving 10 days notice by Registered Post to the Insured at the Insured's last known address. Following expiry of such notice this Policy shall be automatically cancelled and the Company shall be entitled to payment of the premium proportionate to the Period of Insurance.

## Conditions (continued)

- 9: The expression "the Insured" and "person indemnified by this Policy" shall for the purposes of these conditions and so far as the context permits be deemed to include a reference to the Insured's or such person's personal representatives.
- 10: This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure in any material particular.
- 11: If at any time or from time to time any material change shall occur in any of the facts existing at the date of the Proposal for the insurance provided for by this Policy the Insured shall give immediate notice thereof in writing to the Company and shall pay such additional premium as the Company may require. Further, the Policy may be voided in respect of any risk or item thereof in regard to which there be any alteration after the commencement of this Insurance unless such alteration be admitted by memorandum signed by or on behalf of the Company.

# Important Information in relation to Your Allianz Policy

## 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 No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: [info@allianz.ie](mailto:info@allianz.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). This premium and any optional covers are separately specified in your Schedule/Renewal notice.

## Language

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

## Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

## 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.

## 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 an administration charge as detailed in your schedule. If the cover is motor insurance, the premium cannot be refunded until the



## Important Information in relation to Your Allianz Policy (continued)

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.

### Policy Alteration, Additional and Return Premiums

Where your policy is altered or cancelled during any Period of 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. 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.

### Claims

If you need to make a claim, please telephone us on 1890 779 999 or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

### 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 plc, Allianz House, Elmpark, Merrion Road, Dublin 4, Tel: +353 1 6133000, email: [info@allianz.ie](mailto: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,  
Locall: 1890 882090,  
Tel: +353 1 6620899,  
Fax: +353 1 6620890,  
email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie),  
website:

## Important Information in relation to Your Allianz Policy (continued)

[www.financialombudsman.ie](http://www.financialombudsman.ie). The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

and/or

(2)

Insurance Information Services –  
Insurance Ireland, Insurance House,  
39 Molesworth Street, Dublin 2,  
Tel: +353 1 6761820,  
Fax: +353 1 6761943,  
email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu)  
website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

If you are a resident of Northern Ireland, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are:

The Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall,  
London E14 9SR,  
Telephone 0800 023 4567,  
Fax 020 7964 1001  
Email:  
[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website:  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### 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.

### 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.

Telephone: 1890 48 48 48

Fax: 01 660 5214

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

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

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

Freetext: 50048

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Allianz p.l.c. is regulated by the Central Bank of Ireland. Registered in Ireland No. 143108  
Calls may be recorded or monitored for regulatory, training and quality purposes.