

Motor Insurance

# Motor Policy

Direct

Allianz 





## Content

Your Policy	2
Definitions	3
Cover and Territorial limits	4
What cover you have selected	4-5
Section 1:	
Third Party Insurance	6
What is not Covered	7
Section 2:	
Loss or Damage to Your Car by Fire or Theft	8-9
Section 3:	
Accidental Loss or Damage to Your Car other than Fire and/or Theft	10
Sections 2 & 3: Exceptions to Sections 2 & 3	11
Payments we will make	12
Obligations and Rights	13-14
General Exceptions applying to your Policy	15-16
Endorsements	17-20
Notification of Changes	21
What to do in the event of a traffic accident	22-23
Consumer Information	24-25

# Your Policy

## Welcome to your Allianz Motor Policy

The proposal form which you have signed is the basis of your contract with us and from which your policy has been prepared. Your policy is made up of three separate parts:

1. this policy
2. the schedule
3. Certificate of motor insurance and insurance disc

You should carefully read these documents and contact us if any of the information is incorrect or if you have any queries.

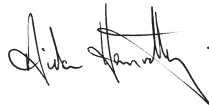
Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance (we, Allianz Insurance and you, the

proposer) are free to choose the law applicable to the contract.

We propose that Irish Law apply to the contract.

The Insurer with which your contract will be concluded is Allianz.

This Policy is a legal document and should be kept in a safe place.



Aidan Hanratty  
Member of the Board of  
Management.

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

# Definitions

## What certain words mean in this Policy

**“we”/“us”/“our”/“the Company”**  
- means Allianz.

**“you”/“your”** - means the person named as the insured in the schedule and as the person to whom the policy of insurance has been issued in the certificate of motor insurance.

**“Car”** - means any motor vehicle details of which have been notified to us and for which a certificate of insurance has been issued and remains in force.

**“Endorsement”** - means any extension or restriction to the cover in force and as indicated in the schedule at “endorsements operative”. The full text of such endorsements will be found at the end of this policy it also means an alteration to the terms of the policy.

**“Excess”** - means the amount of any loss or damage to your car for which you are responsible.

**“Schedule”** - means the last schedule which has been issued in respect of this policy and is incorporated herein.

**“hire and reward”** - means a Public Service Vehicle or a Street Service Vehicle as defined in Road Traffic Act legislation.

# Cover and Territorial limits

We will subject to the terms, conditions and exceptions and endorsements of this policy provide insurance for death, injury, loss or damage as expressed in the policy, schedule or certificate of motor insurance happening during the period of insurance anywhere in the Republic of Ireland, Northern Ireland, Great Britain, The Isle of Man, The Channel Islands or on the Continent of Europe. The insurance also operates during the course of sea transit (including loading and unloading) between ports within the territories named.

We will also provide the minimum legal insurance required to comply with the laws relating to the compulsory insurance of motor vehicles in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No.72/166/CEE).

## The cover you have selected

The schedule below shows the cover you have:

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 & 3

## Step-back No Claim Bonus

A Step-back No Claim Bonus is included as standard.

In any consecutive three-year renewal period, You may incur one Third Party, Fire, Theft or Accidental Damage claim as follows

Claim value range	No Claim Bonus step-back in years
One claim up to €10,000	Step-back by three years
One claim €10,001 or greater	Step-back by four years

If You currently hold a full No Claim Bonus, it will not be reduced to Nil as a result of one claim in any consecutive three-year renewal period.

More than one claim in any consecutive three-year renewal period will result in the No Claim Bonus being reduced to Nil.

In addition, any claim payment for Windscreen Breakage will be paid without impact on Your No Claim Bonus entitlement.

# Cover and Territorial limits (continued)

## New Car Replacement

We will replace Your Car with a new car 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 28 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.

## Motor Tax

We will pay the amount of the unexpired portion of the Motor Tax if You are unable to recover a refund from the Licensing Authority following total loss (which is insured under Your Policy) of Your Car.

## Fire Brigade Charges

We will pay up to €500 for any one incident in Local Authority charges under the Fire Services Act 1981 where a valid claim arises under the Policy in respect of controlling or extinguishing a fire in Your Car or removing the occupants of Your Car with the use of cutting equipment.

## Emergency Treatment

We will pay for emergency treatment as required by any Road Traffic Act legislation in any territory to which such legislation applies arising out of the use of the Car. A claim payment under this Section of the Policy will be without application of Excess or impact on Your No Claim Bonus.

## Vehicles insured for the carriage of passengers for Hire and Reward

We will pay for loss or damage to necessary Business Equipment which is defined as and includes the following; Roof sign, Meter, Radio, GPS Satellite Navigation System, Receipt printer and Card payment device.

Payment will be up to the value insured as notified to the Company to a maximum of €2,000 for any Accidental Damage, Fire or Theft claim in the period of insurance.

For Accidental Damage and Fire claims Your Car must also be damaged at the same time.

Any payment made solely in respect of such loss will not impact Your No Claim Bonus entitlement and will be free from any policy excess.

# Section 1:

## Third party insurance

We will insure the person(s) insured against legal liability (and the related costs and expenses) for damages in respect of: death, bodily injury or disease to any person, and/or damage to property arising from 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 event.

## 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 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 passenger (other than the driver) in the car, or getting into or out of it
5. your 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 above person(s) (following the person's death) but only in respect of the deceased's liability.

## Costs and expenses

### We will pay:

1. Costs and expenses recoverable by any claimant in respect of any claim for which insurance is provided by this section
2. Solicitor's fees for representation at a coroners inquest or fatal inquiry or in a Court of Summary Jurisdiction
3. The costs of defence against a charge of manslaughter or causing death or serious bodily injury by dangerous driving
4. Other costs and expenses.

2, 3 and 4 must be incurred with our written agreement.

# Section 1:

## Exceptions to section 1: Third party insurance

This section of your policy does not cover:

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 any vehicle being driven or used by a person insured or to property being conveyed by such vehicle
3. any person other than you if such person is insured under another motor insurance policy
4. death or bodily injury to any person arising out of or in the course of their employment except to the extent required by Road Traffic Act legislation of the country in which the incident occurred
5. death or bodily injury to any person driving, or in charge for the purpose of driving the car.

Also see general exceptions applying to your 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 make the payment.

## Section 2:

### Loss or damage to your car by fire and/or theft

We will pay for loss of or damage to your car and its accessories or spare parts while in or on the car, caused by fire, lightning, explosion, theft or attempted theft (theft is deemed to include taking your car without lawful authority by a person who has not attained the age of 17 years).

Where accessories or spare parts 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. Where the accessories insured are a mobile, portable or removable item of telephone equipment, we will not be liable for loss or damage to the item/s whilst the vehicle is unattended unless the mobile, portable or removable part of the apparatus are placed in the locked boot or closed compartment of your car.

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

### Excess applicable

You will be responsible for the amount of the excess stated in the schedule for each and every claim under this section whether or not you are at fault for the loss or damage.

### Customs duty

If, while your car is on the Continent of Europe, you become liable to pay customs duty on it as a direct result of loss or damage covered by this policy, we will meet that liability.

This Section 2 only applies if your cover is third party fire and theft or comprehensive.

Also see the exceptions to this Section 2 and the General Exceptions applicable to the policy.

## Section 2: (continued)

### Replacement Locks, Car Keys, Key Cards and Lock Transmitters or any devices of similar function for Your Car

We will pay up to €750 towards the cost of replacement locks where necessary, replacement and / or recoding of car keys or any devices of similar function for Your Car following their theft

1. from Your permanent residence as a result of forcible violent or unlawful entry or exit.
2. from any temporary residence where You intend spending the night provided the theft is as a result of forcible violent or unlawful entry or exit from the premises.
3. arising out of an assault or threat of violence on any authorised key holder.

A claim payment under this Section of the Policy will be without application of Excess or impact on Your No Claim Bonus.

### We will not pay

1. if the car keys or any devices of similar function are stolen by a member of Your family or visitor.
2. for any loss where the theft is not reported to the Gardai or Police.
3. where temporary accommodation is in a hotel or guesthouse and the theft is not reported to the manager or owner.
4. for car keys or any devices of similar function for Your Car which are stolen by deception or fraud.
5. the additional cost of importing car keys or any devices of similar function for Your Car from outside the European Union.

This Section 2 only applies if your cover is third party fire and theft or comprehensive.

Also see the Exceptions to this Section 2 and the General Exceptions applicable to this Policy.

# Section 3:

## Accidental damage to your car other than fire and/or theft

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

Where accessories or spare parts 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.

## Excess applicable

You will be responsible for the amount of the excess stated in the schedule for each and every claim under this section whether or not you are at fault for the loss or damage. The amount is increased by €126 where the driver (or person in charge of your car) other than you, holds a provisional licence.

## Drivers under 25 years

We will not pay for loss or damage to your car and its accessories or spare parts while in or on the car, if it is being driven by or is in the charge of a person under 25 years of age.

## Customs Duty

If, while your car is on the Continent of Europe, you become liable to pay customs duty on it as a direct result of loss or damage covered by this policy, we will meet that liability.

This Section 3 only applies if your cover is comprehensive.

Also see the exceptions to this Section 3 and the General Exceptions applicable to the policy.

# Section 2 & 3:

## Exceptions to sections 2 & 3

### We will not pay for:

1. losses you sustain through not being able to use your car
2. the cost of hiring another vehicle
3. depreciation
4. wear and tear
5. repairs or replacements which improve your car beyond its condition before the loss or damage
6. mechanical, electrical or electronic breakdown, failure or malfunction
7. damage to tyres caused by applying the brakes, road punctures, cuts or bursts
8. loss or damage resulting from any use or by any driver of your car not permitted by the certificate of motor insurance
9. broken glass in the windscreen, windows or roof of your car nor for any scratching of bodywork resulting directly from such breakage where such damage is the only damage caused
10. theft or attempted theft of mobile, portable or removable items of telephone equipment, unless the items have been placed in the locked boot or closed compartment of your car.
11. loss of or damage to the Car, its accessories or spare parts if You have not taken all reasonable precautions to maintain Your Car in a safe and roadworthy condition and to prevent injury loss or damage.
12. a) the cost of importing parts or accessories from outside the European Union  
b) any 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.

# Section 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 we may repair, reinstate or replace the lost or damaged item(s). 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 his/her legal entitlement.

We will not pay more than the current market value of your car or the sum insured whichever is the lesser at the time of the loss or damage.

We will not pay more than the manufacturer’s most recent list price (plus the reasonable cost of fitting) for any part or accessory or spare part. If we settle a claim as a total loss, we reserve the right to own the salvage.

## Repairs, protection, removal and delivery

If your car is disabled, we will pay the reasonable cost of protection and removal to the nearest repairers or secure storage.

After it has been repaired, we will pay for the reasonable cost of delivery of your car to your address last known to us.

We will only make these payments in connection with a valid claim for loss or damage to your car. The repairer may require you to pay the excess to him/her before he/she releases your car.

# Obligations and Rights

## Obligations

### Payment of premium

You will pay the premium or any part of the premium on demand.

### Basis of contract

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

- a) the information detailed on your proposal form and declaration is to the best of your knowledge and belief true and complete in every respect and you have not withheld or misrepresented any material fact
- b) any person claiming to be insured has complied with all terms, conditions, exceptions and endorsements of this policy.

### Looking after your car

You must take all reasonable precautions to:

- (a) maintain your car in a safe and roadworthy condition
- (b) prevent injury, loss or damage.

If you do not do so, we reserve the right not to pay a claim.

## Claims procedure

In connection with any injury, loss or damage which may give rise to a claim under the policy you must:

1. not admit liability for or sign any statement to this effect or negotiate the settlement of any claim without our written agreement  
and immediately;
2. forward us written notice and all information and assistance required
3. send us any writ or summons, and as soon as possible any letter, claim or other document received
4. notify us of any impending prosecution, inquest or fatal inquiry
5. give us free access to examine your car if required.

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

# Obligations and Rights (continued)

## Rights

### Canceling your policy

You may cancel the policy at any time by sending us seven days notice in writing and returning the certificate of motor insurance and insurance disc. If there has been no claim during the current period of insurance we will return premium calculated according to our "Short Period" Table of Refunds as applicable at the time for the unexpired period of insurance.

We may also cancel the policy by sending notice by registered letter to you at your last known address. This notice is effective from midnight on the seventh day immediately following the date of the registered letter. We may return a proportionate part of the premium.

### Other insurance

If any loss or damage is covered by any other insurance, we will not pay more than our proportion. This does not override the references to other insurance in Exceptions to Section 1 Third party insurance.

## 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 appointed by each of the parties within one month after having been requested. The arbitrators shall appoint an umpire who shall sit with the arbitrators at their meeting and in the 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 arbitration within twelve calendar months from the date on which we have refused to provide cover shall be deemed to have been abandoned.

# General Exceptions

This policy does not cover, except so far as is necessary to meet the requirements of the Road Traffic Act 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 of or damage to your car and its 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 it.
  - (c) driven with your general consent by any person who does not hold a licence to drive it.

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.
5. Loss or damage to your car and its accessories or spare parts while in or on the car occasioned by pressure waves caused at sonic or supersonic speeds.
6. 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 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, or
  - (b) 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

# General Exceptions (continued)

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 insurance 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 insurance the burden of proving the contrary shall be upon the Insured.

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

7. This insurance 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, 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.

# Endorsements

(Operative only if indicated on the schedule)

The following endorsements apply ONLY if the endorsement no. is shown in the schedule and are otherwise subject to the terms, conditions and exceptions of your policy.

## **ENDORSEMENT NO. 1 – Exclusion of own damage cover for Provisional Licenceholders**

We will not pay for loss or accidental damage to your car while it is being driven by or is in the charge of a person who holds a provisional licence or who is not entitled to hold a licence other than a provisional licence.

## **ENDORSEMENT NO. 2 – Inclusion of loss or damage cover for drivers under 25 years of age**

The paragraph headed “Additional Driver under 25 years” in Section 3 of your policy does not apply to such driver(s) named in the certificate of motor insurance. Whilst such person(s) are driving your car the amount of the excess applicable is that referred to in Section 3 of your policy plus an additional €190.

## **ENDORSEMENT NO. 3 – Windscreen breakage**

Paragraph Number 9 of Exceptions to Section 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 €300 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 the damage.

## **ENDORSEMENT NO 4 – Driving other cars**

Provided that you are not indemnified under any other policy of motor insurance we will indemnify you in the terms of Section 1 - third party insurance while you are driving any other car as described at paragraph E in the certificate of motor insurance.

## **ENDORSEMENT NO. 5 – Protected no claim bonus**

In any consecutive three-year renewal period You may incur one unlimited Third Party or Accidental Damage claim without impact on Your No Claim Bonus entitlement.

However, where You incur more than one unlimited claim in any consecutive three-year renewal period, Your No Claim Bonus will step-back by three years.

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

# Endorsements (Continued)

(Operative only if indicated on the schedule)

## **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 attempt thereat) or by accidental means.

### **Provided that**

- a) Our total liability shall be limited to €200 in respect of any one occurrence.
- b) Payment to any person other than you shall be paid direct to that person who shall observe, fulfil and be subject to the terms exceptions and conditions of this policy in so far as they can apply.
- c) We shall not pay for:
  - (i) Loss of or damage to money, stamps, tickets, documents or securities;
  - (ii) Loss of or damage to goods or samples carried in connection with any trade or business;
  - (iii) Loss of any property unless at the time of the loss such property was stored in the locked boot or closed compartment.
- d) Your car is not being used for hire and reward purposes at the time of the loss or damage.

## **ENDORSEMENT NO. 7 - Inclusion of loss or damage cover if you are under 25 years of age**

The paragraph headed "Drivers under 25 years" on page 10 of your policy does not apply to you.

## **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 travelling 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

# Endorsements (Continued)

(Operative only if indicated on the schedule)

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) and cost of medical appliances necessarily incurred	€127 per week

## Provided that

- a) in respect of items 1 to 4 above, the total amount payable shall not exceed €12,700.
- b) 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.
- c) no benefit will be paid to the driver of the Car arising out of an accident where he / she
  - (i) was convicted or a prosecution is pending under any Road Traffic Act legislation relating to the level, concentration or quantity of alcohol or drugs in their body
  - ii) 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 Act legislation of the territory where the accident occurred
  - iii) is not permitted to drive as defined in the current Certificate of Motor Insurance.
- d) 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.

# Endorsements (Continued)

(Operative only if indicated on the schedule)

## 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 on 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.

## 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.

# Notification of Changes

Please return the current certificate of motor insurance when alterations of existing details are required.

## Change of Address

We need to know your current address at all times. Please keep us updated in this regard.

## Change of car

When you change your car, you must notify us and advise us of the particulars of the replacement vehicle to ensure cover is in place.

## Additional driver or change of use and other material facts

Any changes in relation to any of the following which occur after you complete the proposal form for motor insurance must be notified to us;

Main Driver

Additional Driver

Change of Use

Other Material Facts.

We would draw your attention to the serious consequences of failure to disclose all material facts. Such facts are those which we would regard as likely to influence our assessment and acceptance of this insurance. If you are in any doubt as to whether or not a fact is material it should be disclosed.

Examples of material facts are health matters, alterations to your car, motor accidents or losses whether a claim arises or not, pending prosecutions, fixed penalties, penalty points or convictions. This list of possible examples is neither complete nor exhaustive.

# What to do in the event of a traffic accident

Given the emergency situation that may have arisen, please

- Ensure Your own safety first and that of others.
- Make the area safe.
- Assess all casualties.
- Do not move any casualties unless absolutely necessary.
- Summon any necessary help.
- Note the Registration Number(s) of the vehicle(s) involved.
- Note the Name of the Insurance Company insuring any vehicle(s) involved. This will be available from the Insurance Disc on each windscreen.
- Ask for the names, addresses and contact phone numbers of other people involved and any witnesses.
- Make a sketch plan of the scene of the accident and record in writing the circumstances which caused the accident.
- Keep Your Car at the scene of the accident for a reasonable time but, to avoid obstruction, the positions of the vehicle(s) should be marked and the vehicles moved off the carriageway as quickly as possible.
- Do not admit responsibility or sign any statement to this effect or negotiate the settlement of any claim without Our written agreement.

You must if requested, give

- Your Name and Address.
- The Name and Address of the Car Owner (if not Yourself).
- The Registration Number of Your Car.
- Evidence of Insurance to the Gardai / Police, or if they are not present, to anyone who was involved in or affected by the accident. In any other case the information must be given if requested to anyone who was present at the time of the accident.

Where a person or persons are injured, the accident must be reported at the nearest convenient Garda / Police Station if they are not present at the scene of the accident.

In the Republic of Ireland, where damage to property only is involved, it is not necessary to report the accident at a Garda Station provided You exchange the necessary particulars itemised above with the person whose property has been damaged.

If You are involved in an accident with a visiting motorist from outside the country, You should also report the accident to the Motor Insurers' Bureau of Ireland, 39 Molesworth Street, Dublin 2. Email: [info@mibi.ie](mailto:info@mibi.ie)

# What to do in the event of a traffic accident (Continued)

Please report the incident to Us or to Allianz Accident and Emergency Assistance as noted below. A Motor Incident Report Form will be issued for Your completion and immediate return.

## Allianz Accident and Emergency Assistance

To assist You when an Accident, Fire or Theft of Your Car occurs We provide certain benefits in conjunction with Your Policy cover as outlined in the enclosed leaflet. The full assistance service is available to Comprehensive Policyholders and is limited to Fire and Theft assistance for holders of Third Party, Fire and Theft policies.

## Arranging to have Your Car repaired

If the damage is covered by Your Policy and Your Car is disabled, please arrange to have Your Car removed to a competent repairer and ask for an estimate to be sent to Us as soon as possible. You may authorise the repairs provided the estimate does not exceed €635.

# Car Breakdown

## Allianz Breakdown Assistance Service

In addition to the above Accident, Fire and Theft Emergency Service, Allianz Breakdown Assistance Service is available to Comprehensive Motor Policyholders. Certain benefits are available as outlined in the enclosed leaflet.

# Consumer Information

## Your insurer

The underwriter of your insurance is Allianz p.l.c., trading as Allianz, having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, companies registration office no 143108. Vat no IE0646922D. 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 Financial Regulator.

## Main business

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 levies and/or premium taxes).

## 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 an administration fee. 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

The laws of Ireland will apply to your policy and the Irish courts will have jurisdiction to hear any dispute.

## Policy Alteration, Additional and Return Premiums

Where Your policy is altered 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.

# Consumer Information

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: Customer Services Manager, Allianz, Direct Division, Allianz House, Elmpark, Merrion Road, Dublin 4. +353 1 6133666 (tel), [info@allianzdirect.ie](mailto:info@allianzdirect.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](mailto:enquiries@financialombudsman.ie)  
website – [www.financialombudsman.ie](http://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](mailto:iis@iif.ie) website – [www.iif.ie](http://www.iif.ie)

Allianz  
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](tel:m.allianz.ie)

Freetext: 50048

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