



Motor Insurance

AutoPlus  
Private Motor  
**Insurance  
Policy**

Allianz 

# Contents

Page

2	<b>Your Policy</b>
3	<b>Definitions</b>
4	<b>Cover and Territorial Limits</b>
<b>Section 1:</b>	
6	<b>Third Party Insurance</b>
7	<b>Exceptions to Section 1 – Third Party Insurance</b>
<b>Section 2:</b>	
8	<b>Loss or Damage to Your Car by Fire or Theft</b>
<b>Section 3:</b>	
10	<b>Accidental Damage to Your Car</b>
11	<b>Exceptions to Sections 2 and 3</b>
12	<b>Payment(s) We will make</b>
13	<b>General Exceptions applicable to all Sections of this Policy</b>
15	<b>Endorsements</b>
19	<b>Obligations and Rights</b>
21	<b>What to do in the event of a traffic accident</b>
23	<b>Consumer Information</b>

## 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.

We will only 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, General Exceptions and Endorsements 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 three separate parts which shall be read together

1. this Policy.
2. the Schedule issued with this Policy or issued subsequently.
3. the current Certificate of Motor Insurance and Insurance Disc.

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

Please read these documents carefully and contact Us or Your Insurance Intermediary if any of the information is incorrect or if You have any queries.

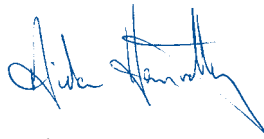
### **INSURANCE ACT 1936**

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 1990**

The appropriate stamp duty has been or shall be paid in accordance with the provisions of Section 113 of the Finance Act 1990.

SIGNED ON BEHALF OF THE COMPANY



Aidan Hanratty  
Member of the Board of Management.

## Definitions

### What certain words mean in this Policy

**"Car"** - means any motor vehicle, details of which have been notified to Us and for which a Certificate of Motor Insurance has been issued and remains in force.

**"Endorsement"** - means any alteration, extension or restriction to the cover in force and as indicated in the applicable Schedule at Endorsements Operative or in the Endorsements section of this Policy.

**"Excess"** - means the amount of any loss or damage to Your Car for which You are responsible.

**"Schedule"** - means the last Schedule which was issued by Us in respect of, and which is incorporated in, this Policy.

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

**"You"/"Your"** - means You the proposer, the person named as the Insured in the Schedule and the person to whom this Policy has been issued as stated in the current Certificate of Motor Insurance.

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

## Cover and Territorial Limits

We will subject to the terms, conditions, Exceptions, General Exceptions, Endorsements, Obligations and Rights of this Policy in so far as they can apply, provide insurance for death, bodily injury or disease to any person, and / or accidental loss of or damage to property arising from the use of Your Car as expressed in the Policy, Schedule or current Certificate of Motor Insurance happening during the period of insurance anywhere in the Republic of Ireland, and while visiting Northern Ireland, Great Britain, The Isle of Man, The Channel Islands or any other part of the Continent of Europe. This Policy also operates during the course of Sea Transit, Channel Tunnel Transport or Rail Transport (including loading and unloading) between Ports and Rail Stations 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 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 & 3

### 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 Discount.

## Cover and Territorial Limits (Continued)

### Step-back No Claim Discount

A Step-back No Claim Discount 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 Discount 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 Discount, 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 Discount being reduced to Nil.

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

## Section 1:

### Third party insurance

We will indemnify the person(s) insured against legal liabilities (and the related costs and expenses) for damages in respect of death, bodily injury or disease to any person, and / or loss of or damage to property arising from the use of Your Car specified in the current Certificate of Motor Insurance or coupled trailer used in connection therewith.

Insurance is also provided in respect of an uncoupled trailer which applies only in respect of a single axle trailer up to a half tonne weight unladen but excludes any caravan, trailer tent, boat trailer, mobile home or permanently sited temporary dwelling and any trailer which is used for any commercial purpose whatsoever or which incorporates machinery or other equipment of any description unless required by any Road Traffic Act legislation.

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 current 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 person (other than the driver) in Your Car, or getting into or out of it.
5. Your or Your Spouse's employer or business partner if stated in the current Certificate of Motor Insurance provided the Car is not owned, leased or hired by the employer or business 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 legally recoverable by any claimant in respect of any claim for which insurance is provided by this Policy.
2. solicitor's fees for representation at a Coroner's 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 if any, which are legally recoverable.

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

### Exceptions

Also see the Exceptions to this Section 1 and the General Exceptions applicable to this Policy.

# Exceptions to Section 1: Third party insurance

## We will not pay for

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 other than Personal Effects and Clothing as stated in Endorsement No.6D in this Policy.
3. damage to any Car being driven or used by a person 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 except to the extent required by Road Traffic Act legislation of the country in which the incident occurred.
6. death of or bodily injury to any person 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 while in or on the Car or in Your private garage or household 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, spare parts, audio, telephone, navigation, 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 or Your Insurance Intermediary.

Your Car must be missing for 28 days after We have been notified before We will consider the Car lost by theft.

The Car is insured for the current market value or the sum insured whichever is the lesser at the time of the loss.

### 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. This will be increased for certain drivers as outlined in this Policy.

### Customs duty

If while Your Car is within the territorial limits of this Policy, 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.

## 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 re-coding 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 Discount.

### 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.

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 by fire or theft

We will pay for loss of or accidental 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, spare parts, audio, telephone, navigation, 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 or Your Insurance Intermediary.

### Excess applicable

In addition to the amount of the Excess stated in the Schedule You will be responsible for an additional €125 for each and every claim under this Section whether or not You are at fault for the loss or damage where the driver of Your Car other than You holds a Provisional Licence.

### Additional Drivers under 25 years of age

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. Cover is restricted to Third Party Fire and Theft in these circumstances.

### Customs Duty

If while Your Car is within the territorial limits of this Policy, 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.

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

## Exceptions to Section 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 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 of Your Car not permitted by the current Certificate of Motor Insurance or by any uninsured driver.
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. loss of or 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.
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.

Also, see General Exceptions applicable to this Policy.

## Payment(s) We will make

We may at Our option make a payment for the amount of loss or damage to Your Car 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 their legal entitlement.

We will pay 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 pay up to the manufacturer's or actual supplier's most recent list price (plus the reasonable cost of fitting) for any part, accessory or spare part.

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

### Protection, Removal, Repairs and Delivery

You may authorise repairs not exceeding €635 provided an estimate is sent to us immediately.

If Your Car is disabled, We will pay the reasonable cost of protection and removal to the nearest repairers or secure storage.

After Your Car has been repaired We will pay for the reasonable cost of delivering Your Car to Your address last notified to Us.

We will only make these payments in connection with a valid claim for loss of or damage to Your Car.

The repairer may require You to pay the Excess before Your Car is released.

## General Exceptions applicable to all Sections of this Policy

Also see Exceptions to Sections 1, 2 and 3 of this Policy.

This Policy does not cover except so far as is necessary to meet the requirements of any 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 current 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 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. Any injury, loss or damage caused by riot or civil commotion.
4. Any Injury loss or damage arising from

- a) ionising radiation 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.
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 injury, loss or damage occurring while the Car is being used within the airside operational boundaries of any airport, aerodrome or airfield.
  7. Any 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

## General Exceptions applicable to all Sections of this Policy (Continued)

- 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 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 We allege 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. Any 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, logic bomb or trojan horse.

## Endorsements

The following Endorsements apply ONLY if the Endorsement Number is shown in the Schedule and are otherwise subject to the terms, conditions, Exclusions, Exceptions, General Exceptions, Endorsements, Obligations and Rights of this Policy in so far as they can apply.

### **ENDORSEMENT NO. 1 – Exclusion of Accidental Damage cover for Provisional Licence Holders**

We will not pay for loss or accidental damage to Your Car while it is being driven by or in the charge of a person who holds a Provisional Licence.

### **ENDORSEMENT NO. 2 – Inclusion of Accidental Damage cover for Additional Drivers under 25 years of age**

The paragraph headed “Additional Drivers under 25 years of age” in Section 3 of this Policy does not apply to such driver(s) named in the current Certificate of Motor Insurance. While such person(s) is / are driving Your Car, in addition to the amount of the Excess stated in the Schedule You will be responsible for 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 Discount and will be without regard to the age of the person in charge of Your Car at the time of the damage.

\*(Assistance details may be found in the section advising what to do in the event of a traffic accident at the back of this booklet.)

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

Provided You are not insured under any other policy of motor insurance We will cover You in the terms of Section 1 – Third Party Insurance while You are driving any other Car as described at Paragraph E in the current Certificate of Motor Insurance.

### **ENDORSEMENT NO. 5 – Protected No Claim Discount**

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

However, where You incur more than one unlimited claim in any consecutive three-year renewal period, Your No Claim Discount 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 Discount entitlement.



## Endorsements (Continued)

### ENDORSEMENT NO. 6 – Additional Benefits

#### A. 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
  - 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.

#### B. 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.

#### C. 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

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

## Endorsements (Continued)

### 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.

### 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.

## Endorsements (Continued)

### D. 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 thereof) or by accidental means

#### Provided that

1. Our total liability will be limited to €200 in respect of any one occurrence.
2. Payment to any person other than You shall be paid directly to that person who shall observe, fulfil and be subject to the terms, conditions, Exclusions, Exceptions, General Exceptions, Endorsements, Obligations and Rights of this Policy in so far as they can apply.
3. We will not pay for loss of or damage to
  - a) money, stamps, tickets, documents or securities
  - b) goods or samples carried in connection with any trade or business
  - c) any property unless at the time of the loss or damage such property was stored in the locked boot or closed compartment of Your Car.

Claim payments made under Sections B. C. D. above will be without application of the Excess or impact on Your No Claim Discount.

### ENDORSEMENT NO. 7 – 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. 8 – 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. 9 – Satellite Tracker device installation

Where a Satellite Tracker device is installed as Our requirement or in exchange for a premium discount, 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.

# Obligations and Rights

## Obligations

### Payment of premium

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

### Basis of contract

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

- a) the information detailed on Your Proposal Form and Material Facts Declaration which You have signed or Your Statement of Fact is to the best of Your knowledge and belief correct and complete in every respect and You or those entitled to be covered under this Policy have not withheld or misrepresented any material fact. Such facts are those which We would regard as likely to influence Our assessment and / or acceptance of this insurance. If You are in any doubt as to whether a fact is material, it should be disclosed. This duty of disclosure also applies before renewal of the Policy.
- b) any person claiming to be insured observes, fulfills and is subject the terms, conditions, Exclusions, Exceptions, General Exceptions, Endorsements, Obligations and Rights of this Policy in so far as they can apply.

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

### 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 this Policy You must

- a) not admit liability for or sign any statement to this effect or negotiate the settlement of any claim without Our written agreement.
- b) give Us or Your Insurance Intermediary immediate notice of the incident and all information and assistance required.
- c) send Us or Your Insurance Intermediary any writ or summons, and any letter, claim or other related document received.
- d) notify Us or Your Insurance Intermediary of any impending prosecution, inquest or fatal inquiry.
- e) give Us free access to examine the 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)

If You or any other person insured make a claim which is in any way false, inflated, exaggerated or fraudulent or support a claim with any false or forged documentation or by fraudulent omission, 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.

Anti Fraud measures are in place within the insurance industry. Allianz p.l.c. provides information on personal injury claims, loss and damage claims to Insurance Link which is operated by the Irish Insurance Federation.

### Rights

#### **Suspending Your Accidental Damage Fire and Theft Policy**

If the Car is laid up for at least 28 consecutive days and provided there has been no claim giving rise to the suspension (during the current period of insurance), You may suspend the Policy at any time by sending Us or Your Insurance Intermediary 7 days notice in writing and returning the current Certificate of Motor Insurance and Insurance Disc. Where Sections 2 and 3 of this Policy are operative, We will provide Fire and Theft cover for Your Car while it is laid up and remains in Your possession.

Return premiums are calculated according to Our Suspension Table of Refunds as applicable at the time for the unexpired period of insurance.

#### **Cancelling Your Policy**

You may cancel the Policy at any time by sending Us or Your Insurance Intermediary 7 days notice in writing and returning the current Certificate of Motor Insurance and Insurance Disc. If there has been no claim during the current period of insurance and the premium has been paid in full We will return premium calculated according to Our Pro Rata Table of Refunds as applicable at the time for the unexpired period of insurance.

We may also cancel the Policy by sending at least 7 days notice by registered letter to You at Your last known address.

#### **Other insurance**

If any loss or damage is covered by any other insurance, We will not pay more than Our proportion.

#### **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 12 calendar months from the date on which We have refused to provide insurance shall be deemed to have been abandoned.

## 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 Auto Assist as noted below, or Your Insurance Intermediary. A Motor Incident Report Form will be issued for Your completion and immediate return.

### 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 or to Your Insurance Intermediary as soon as possible. You may authorise the repairs provided the estimate does not exceed €635.

## What to do in the event of other incidents

### Assistance

#### **Allianz 24 Hour Auto Assist – Motor Accident, Fire and Theft Emergency Service**

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.

### 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 Private Motor Policyholders. Certain benefits are available as outlined in the enclosed additional leaflet.

### Windscreen Breakage

#### **Allianz Windscreen, Window and Roof Glass Breakage**

Policy holders having Endorsement 3 shown on the current Schedule may also use the Assistance/ Breakdown phone number if they choose to avail of our Aligned Windscreen Repair Service as outlined within the endorsement wording in this Policy.

# 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: 01 613 3000  
fax: 01 613 4444, and  
email: info@allianz.ie.

## Regulatory Status

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

## 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

When You make an alteration to Your Policy We will re-calculate Your premium, which may result in an additional premium due to Us, or a return premium due to You.



## Consumer Information (Continued)

If the alteration to the Policy results in an additional premium due to Us, or a refund due to You, We will only charge or refund such premium provided this amount is greater than or equal to €25 plus applicable Government Levy.

### 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.  
01 613 3000 (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 (local),  
01 662 0899 (tel),  
01 662 0890 (fax),  
email:  
enquiries@financialombudsman.ie  
website:  
www.financialombudsman.ie

and/or

- (2) Insurance Information Services  
– Irish Insurance Federation,  
39 Molesworth Street, Dublin 2  
01 676 1914 (tel),  
01 676 1943 (fax),  
email: iis@iif.ie  
website: www.iif.ie

Allianz p.l.c.,  
Allianz House,  
Elmpark,  
Merrion Road,  
Dublin 4.

Telephone: (01) 613 3000  
Fax: (01) 660 1630  
Email: [info@allianz.ie](mailto:info@allianz.ie)  
Website: [www.allianz.ie](http://www.allianz.ie)

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.

57 MOT 05/15 KD

