

Cargo Liability Policy

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In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Insurance Intermediary, or to the Company, together with your instructions.

Finance Act 1990 (or future amendments thereto)

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

<i>Address: Allianz House, Elmpark, Merrion Road Dublin 4 Phone: 01-6133905 Fax: (01)-6134460</i>	<i>Policy Form Reference: 01ML Tx Ref: CK/PR/0000/00/00000 E01WILSONM (A)</i>
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INTRODUCTION

Forming part of Cargo Liability Policy Number

WHEREAS the Insured named in the schedule (hereinafter called "the Assured"), having made to Allianz p.l.c. (hereinafter called "the Company") a written proposal which with any amendments thereto is hereby agreed to be the basis of the contract and is deemed to be incorporated herein, and has promised to pay forthwith a premium at the rate herein to the Company, to insure against loss as herein stated, the Company agree, subject to the terms, conditions, limits of liability and exceptions contained herein, or endorsed or otherwise expressed hereon, to indemnify the Insured against the Insured's legal liability for loss of, destruction of or damage to goods or merchandise (but see Exclusions herein) arising under the operation(s) covered herein.

Allianz p.l.c.



Helen Merry
Chief Underwriting Officer

INSURING CLAUSE

OPERATION(S) COVERED

- (a) Carried under the Insured's Conditions of Carriage as advised to the Company, whilst in transit within the geographical limits shown herein including any loading, unloading, packing and unpacking, and/or whilst temporarily stored in the ordinary course of transit,

and/or
- (b) Carried under the terms of the Convention on the Contract for the International Carriage of Goods by Road ("C.M.R.") whilst temporarily stored in the ordinary course of transit,

and/or
- (c) Carried under Common Law whilst in transit within the geographical limits shown herein including any loading, unloading, packing and unpacking and/or whilst temporarily stored in the ordinary course of transit,

and/or
- (d) Warehoused under the Insured's Conditions of Warehousing as advised to the Company whilst in store at the Warehouse(s) shown herein,

and/or
- (e) Forwarded under the Insured's Conditions of Freight Forwarding as advised to the Company whilst within the Geographical limits shown herein.

EXCLUSIONS

This Policy does not cover liability in respect of or arising from or caused by:

1. Inadequate documentation.
2. Delay, inherent vice, consequential loss or loss of market.
3. The conveyance, storage or handling of:
Live creatures, perishables, used household furniture and personal effects, made up garments, shoes, jewellery, watches, perfumery, precious metals and stone, treasury notes, bullion, cash, bonds, deeds, stamps, securities, specie, tobacco, cigarettes, spirits and the like, audio and visual equipment, mobile phones and accessories, computer software, computer microchips, computer products and similar items, explosives, weapons and ammunition, unless specifically included herein, or are in containers, the contents of which have not been declared or are not known to the Insured.

It is hereby noted and agreed that the Policy will operate in respect of Property mentioned in Exclusion 3 where such goods are knowingly and wittingly carried as part of a groupage load provided such property does not exceed 25% of the total weight or volume of the load, whichever is less.

4. Theft of goods or merchandise listed in Exclusion No (3) above arising from:
 - (a) vehicles or trailers or containers at the Insured's depot outside of working hours unless such vehicle or trailer or container is securely closed and locked with all keys removed and is garaged in a securely locked building where possible or fully enclosed and securely locked compound or a compound under constant surveillance.
 - (b) Vehicles or trailers or containers left unattended away from the Insured's depot (except whilst in the care of or under the control of sub-contractors) unless
 - (i) such vehicle or trailer or container is garaged in a securely locked building or parked in a fully enclosed and securely locked compound or a compound under constant surveillance and
 - (ii) such vehicle or trailer or container is securely closed and locked with all keys removed.

Nevertheless between 06.00 hours and 18.00 hours only where the Insured is unable to comply with (i) above liability for theft is covered unless consequent upon the failure of the Insured to take all reasonable safety and security precautions.
- 4.1 Theft of goods or merchandise not listed in Exclusion No. (3) above arising from vehicles or trailers or containers left unattended unless such vehicle or trailer or container has all the openings closed and securely locked and all keys removed, so far as local fire regulations permit.
5. Failure of the Insured or their servants or agents to comply with any instructions in regard to the effecting of insurance cover on goods, merchandise or equipment.
6. Loss of life or personal injury.
7. Loss of or damage to Drugs to which the various International Conventions relating to Opium and other dangerous drugs apply unless:-
 - (a) the drugs shall be expressly declared as such in the Consignment Note and the name of the country from which, and the name of the country to which they are consigned shall be specifically stated in the Consignment Note, and

EXCLUSIONS Continued

- (b) the proof of loss is accompanied either by a licence, certificate or authorisation issued by the government of the country to which the drugs are consigned showing that the importation of that consignment into that country has been approved by that Government, or, alternatively, by a Licence, certificate or authorisation issued by the Government of the country from which the drugs are consigned showing that the export of the consignment to the destination stated has been approved by that Government and
- (c) the route by which the drugs were conveyed was usual and customary.

Further this policy does not cover liability:-

- 8. (a) In respect of loss or of damage to vehicles or trailers or other wheeled equipment being used in the transportation of goods.
- (b) In respect of loss or damage to containers or any equipment hired by, on lease to or on loan to the Insured.
- 9. In respect of Duty arising under a Bond between the Insured and the Revenue Authorities.
- 10. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any Government or Public or Local authority.
- 11. In no case shall this insurance cover loss damage liability or expense directly or indirectly caused by or contributed to or arising from
 - 11.1 ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
 - 11.2 the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
 - 11.3 any weapon of war employing atomic or nuclear fission and /or fusion or other like reaction or radioactive force or matter.
 - 11.4 the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes.
 - 11.5 Any chemical, biological, bio-chemical or electromagnetic weapon.
 - 11.6 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.
- 12. In respect of "C.M.R." Liability)
Under the Convention on the Contract for the International Carriage of Goods by Road for Articles 7(3), 21, 24, 26,38, 40.

EXCLUSIONS Continued

13. (In respect of Warehousemans Liability)

Arising from or caused by,

- (a) infidelity of the Insureds employees or agents.
- (b) shortage unless following forcible and violent entry to the warehouse.
- (c) any repairing, restoration or other process.

It is noted and agreed that where the coverage afforded by this policy is in respect of Refrigerated or Cold Storage Warehousing the following additional exclusion and warranty shall apply:-

Exclusion: This policy does not cover liability for loss or damage caused by loss of power from outside sources.

Warranty: It is warranted that the refrigeration system shall be serviced at regular intervals by a reputable engineering company in the event of loss proof of such servicing to be made available to the Company on request.

EXTENSIONS

In addition the Company will indemnify the Insured in respect of:

- (a)** their liability for transshipment, recovery and debris removal charges following loss, destruction of or damage to the goods or merchandise or an accident to the carrying vehicle but maximum amount payable shall not exceed Euro 5,000 each accident.
- (b)** transshipment or recovery charges incurred by the Insured to mitigate or prevent any claim under the policy.

CONDITIONS

Due Diligence

The insured shall take all reasonable precautions for the protection and safe-guarding of the goods merchandise and use such protective appliances as maybe specified in the Policy and all protective devices shall be maintained in good order. Such devices shall be used at all times and shall not be varied or withdrawn without written consent by the Insurers. It is the duty of the Insured, in the event that any property for which they are responsible be lost or damaged, to take all reasonable steps to effect its recovery or preservation. The Insured shall take all reasonable steps to ensure that their servants or agents shall not, accept goods or merchandise or property or on behalf of the Insured unless subject to the provisions of Insured's conditions; but notwithstanding inadvertent omission to apply the Insured's conditions without the knowledge or consent of the Insured, a claim which otherwise would have been payable under this Policy, shall not be invalidated.

Condition Precedent

It is a condition precedent to the Company's liability under this policy that satisfactory references are obtained from reliable sources, checked (including explanation of gaps in previous employment) and records kept in respect of all employees engaged by the Insured after inception date of this policy.

Non-Contribution

This policy does not cover any liability or loss or damage which at the time of the attachment of liability or the happening of such loss or damage is insured by or would, but for the existence of this policy, be insured by any other existing Policy or Policies except in respect of any excess beyond the amount which would have been payable under such other Policy or Policies had this insurance not been effected.

Cancellation

This Policy may be cancelled at any time by either party giving 15 days notice in writing. Insurers receiving notice will receive and retain the customary short term or earned premium whichever is the greater or when giving notice receive and retain pro rata or earned premium whichever is the greater.

Claims Procedure

In the event of a happening likely to give rise to a claim against the Insured in respect of the goods or merchandise the Insured shall as soon as possible give notice thereof to the Company and furnish full particulars. Every letter, notice, writ, summons and process relating thereto shall be notified or forwarded to the Company immediately on receipt. In respect of any such claim no admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company. The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any such claim or to prosecute in the name of the Insured for their own 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 such claim and the Insured shall give all such information and assistance as the Company may require. In connection with any such claim the Company will pay costs and expenses of litigation recoverable by any claimant from the Insured and costs and expenses incurred by the Company on behalf of the Insured.

If the Insured shall make any claim knowing the same to be false or fraudulent as regards amount or otherwise this Policy shall become void and all claims thereunder shall be forfeited.

CONDITIONS **Continued**

Subrogation

The Insured shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purposes of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon paying any claim arising under this Policy whether such acts and things shall be or become necessary or required before or after his Indemnification by the Company.

Sub-Contractors or Successive Carriers/Warehousemen

- (1) the benefit of this Policy shall in no circumstances whatsoever pass to Sub-Contractors or Successive Carriers/Warehousemen or the Insurers of Sub-Contractors or Successive Carriers/Warehousemen.
- (2) It is a condition precedent to the Company's liability under this Policy that the Insured shall take all reasonable precautions to ensure that the property is not delivered by the Insured or his servants or agents to any person purporting to be the owner or his agent or a carrier or his agent unless the bona fides of the said person shall have been established beyond reasonable doubt.

Jurisdiction Clause

In the event of a claim arising under this policy it is agreed that it shall be settled in accordance with the Law and Customs of the Republic of Ireland, and where proceedings are brought to determine any claim such proceedings must be brought in the Republic of Ireland.

Data Protection Statement Allianz plc Fair Processing Notice

This privacy statement/notice tells you how we use your information and confirms that your Data Controller is Allianz plc ("we", "us", "our"), Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland. Email: info@allianz.ie. Our Data Protection Officer is contactable at: DataProtectionOfficer@allianz.ie or please write to The Data Protection Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland.

1. What Personal Information We Collect

Type of Information

The type of information we collect and use will differ depending on the type of product or service you have with us but includes (please note that this is not an exhaustive list):

Name, address (including Eircode), date of birth, policy numbers, contact details, PPS number (or any other relevant tax identification numbers) (if required by legislation), occupation, employment details, gender, insurance requirements including details about your home or vehicle, years of residency in Ireland or the UK, driving licence details, marketing preferences and renewal dates of policies with other insurers, claims history, bank and payment card details, records of payments and arrears, VAT and other relevant tax numbers, CCTV footage, membership status of any relevant bodies, penalty point information and Road Traffic offences, telematics data, dashboard camera video footage, credit score and on-board vehicle diagnostics information. Further details of information we collect can be found under specific headings in this Data Protection Statement.

Other People's data:

As well as collecting your personal data, we may also use personal information about other people, for example, family members you wish to insure on a policy, dependents (where relevant for suitability purposes), insured persons (where different from the applicant/policyholder) family health history of insured persons, limited personal information about trustees/beneficiaries (where policies are under trust), executors, nominated representatives and attorneys (under power of attorney).

Sensitive information

We may ask for health information or details of past or pending offences, unspent criminal convictions or other sensitive information about the person who is being insured, their family members or any other persons associated with the insurance policy. We recognise the sensitivity of collecting this information, so we will only ask for it to arrange, manage or administer an insurance contract, handle claims, or prevent fraud. Where we process health data for the purpose of a policy of insurance we will take suitable and specific measures to safeguard the fundamental rights and freedoms of individuals.

Given the fact that data relating to health and criminal convictions is particularly sensitive information, we only collect and use such data as follows:

Purpose: Health data is used for the purposes of obtaining/providing quotes and providing insurance services to assist in the administration of a policy including any complaints or claims you may have.

Basis: Irish Data Protection law permits us to use health data where we need to and where it is proportionate for the purposes of a policy of insurance.

Purpose: Criminal conviction data is collected and used for the purposes of obtaining/providing quotes and handling any complaints you may have.

Basis: Performance of a contract: under which we provide insurance services and assisting in the administration of a contract (the insurance policy); Consent (where another person provides your criminal conviction data to us so that we can provide them with a quote); and to take steps at your request before entering into a policy (e.g. obtaining/providing a quote)

We may also need to use your health and/or criminal data for the purposes of establishing, exercising or defending legal rights, including in connection with claims or proceedings and where authorised by law.

You do not have to provide us with any personal information, however, should you be unable to provide us with the required personal data, we will be unable to provide you with a quote, insurance or process a claim that you make.

2. How we collect your personal information

We may collect personal information about you from: you; your named driver (if you are purchasing or renewing a motor policy); joint policyholder; our intermediaries, your broker (or other representative), insured persons (where different from the applicant/policy owner); when you visit one of the Allianz Group websites (where you are purchasing or renewing a policy) or through cookies and other similar technologies when you visit our website or download and use one of our apps; when you visit a website aggregator; insurance industry databases and other commercial databases; third parties involved in a claim (including a claimant, private investigators engaged by us, witnesses, solicitors and independent experts); communicating with us via social media platforms; requesting any information from us; other people who live with you in an insured property (if you are purchasing or renewing a home insurance policy); your agents, attorneys (under powers of attorney), nominated representatives and other third parties relevant to you and/or the policy, including your legal advisers; publicly available information including social media websites and online content, newspaper articles, TV, radio and other media content, court judgements; telephone calls, which we may record or monitor for regulatory, training and quality assurance purposes; other records within Allianz if you have or have had other insurance policies with or sought a quote from us or another Allianz company or third party claims; Insurance Ireland (insurance industry's representative body) who operate a confidential phone line (Insurance Confidential) for individuals to report suspect fraud; and Credit referencing agencies.

Where you provide personal data relating to any person under the age of 16 years (child), Allianz will seek to verify that you are the parent/guardian of such a child. This is to ensure that you can authorise the processing of personal data relating to that child in order for Allianz to provide the insurance, deal with a complaint or claims.

3. How we use your personal information

Purpose: to obtain/provide a quote, for underwriting and pricing an insurance policy including making a decision as to whether we can provide you with cover and at what price; and to investigate, validate, arrange, handle, manage or administer a claim which you or another person makes in relation to your insurance policy.

Legal Basis: Legitimate interest in managing our business; for the performance of a contract under which we provide insurance; and in order to take steps at your request prior to entering into a contract of insurance.

Purpose: To provide you with insurance cover, administer and process your insurance policy, including dealing with any queries or changes, payments, renewals and processing a cancellation of your policy; make payments to you or receive payments from you; provide you with services such as breakdown assistance; processing of any complaints; and maintain and store records on our computer systems.

Legal Basis: For the performance of a contract under which we provide insurance.

Purpose: To verify your identity.

Legal Basis: For the performance of a contract under which we provide insurance.

Purpose: To carry out financial sanctions checks and prevention of financial crime.

Legal Basis: For the performance of a contract under which we provide insurance; in order to take steps at your request prior to entering into a contract of insurance; to comply with legal obligations; and public interest.

Purpose: To comply with laws and regulations.

Legal Basis: To comply with legal obligations. For motor policies only, in compliance with the Road Traffic Act 1961 (as amended) we share details of your policy with the Motor Insurers Bureau of Ireland (The details on MIBI processing activity can be found on <https://www.mibi.ie> MTPL section), the Minister for Transport, Tourism and Sport and An Garda Síochana for the purposes of section 78A as autonomous data controllers.

Purpose: For marketing purposes, customer satisfaction surveys, and data analytics including profiling, to develop and enhance the customer relationship and journey as part of our business strategy; for management information purposes including portfolio assessment, risk assessment, performance reporting and management reporting; for a proposed portfolio transfer, reorganisation, transfer, disposal or other transaction relating to our business; managing our business effectively (e.g. with third party service suppliers); for audit purposes and managing our legal affairs including exercising our legal rights and defending claims; to maintain arrangements we have with reinsurers; to manage our IT security and network; to carry out statistical analysis and reporting to help improve services and products; staff training in how to perform their duties and provide a better service to you; monitor recorded customer calls to assess our staff's customer service; provide online services; and to enhance our applications and product offerings.

Legal Basis: Legitimate interest in managing our business; to better understand our customers; improve product and/or service enhancement; and monitor and assess business performance.

Purpose: To detect and prevent fraud.

Legal Basis: For our legitimate interest in managing our business; for the performance of a contract under which we provide insurance; and to comply with our legal obligations.

If you are purchasing a policy, we also use certain information and consult certain databases as follows:

Information Used: logging of any new claims notifications and any claim settlement for damage and injury.

Purpose: to confirm your personal data and verify claims information and/or for prevention and detection of crime and fraud through the Claims and Underwriting Exchange Database and Insurance Link Anti-Fraud register.

Processing is necessary: to comply with legal obligations.

Information Used: address details.

Purpose: to verify address and surrounding location information using the Ecad Database.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: vehicle registration number.

Purpose: to identify whether a vehicle has been taxed, NCT or if the vehicle has been involved in a claim or written off using the VRN system.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: Driving Licence Number.

Purpose: to validate your driving licence number with the relevant authority; to validate the number of penalty points disclosed by you; to validate the licence date and country of origin of the licence.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

Information Used: registration number of your vehicle.

Purpose: provide information about your insurance policy for inclusion in the Motor Third Party Liability Database (MTPL); the information contained on this database may be used by government bodies such as an Garda Síochana (Gardai) and the Motor Insurance Bureau of Ireland (MIBI) for purposes permitted by law, including electronic licensing and law enforcement.

Processing is necessary: to comply with legal obligations.

Information Used: registration number of your vehicle.

Purpose: If you have a commercial motor fleet or motor trade policy, you will be issued with a Unique Identification Number by your insurer to upload your personal information on to the National Fleet Database. We and other government bodies such as the Gardai and MIBI can check this database for the information you have uploaded. For further information, please go to www.nfd.ie.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy; and, to comply with legal obligations.

Information Used: vehicle registration number and No Claims Discount (NCD) PIN.

Purpose: When we provide you with a quote or renew your policy of motor insurance, we access the National Vehicle Data File controlled by the Department of Transport, Tourism and Sport to validate: driver numbers; and number of penalty points per driver. Where you provide

us with an NCD PIN number, we will verify your No Claims Discount information using the IIDS Hub, where such information is made available by your previous insurer.

Processing is necessary: in order to take steps at your request prior to entering into the policy or for the performance of your policy.

4. How we share your personal information with others

We may share your personal information with: the Allianz Group, our agents, third parties who provide services to us (engineers, repairers, motor assessors, loss adjusters, expert appraisers, expert witnesses etc.), your intermediary and other insurers (either directly or via those acting for the insurer such as loss adjusters or investigators); providers of essential services (e.g. telecommunications, postal/courier providers, IT service providers, software providers, payment processor); other third parties involved in administering your contract; regulatory bodies and law enforcement bodies, including the Garda (for example, where we are required to do so to comply with a relevant legal or regulatory obligations); reinsurers who provide reinsurance to Allianz (reinsurers will use your data to decide whether to provide reinsurance cover, assess and deal with reinsurance claims and to meet legal obligations; they will keep your data for the period necessary for these purposes and may need to disclose it to other companies within their group, their agents and third party service providers, law enforcement and regulatory bodies); witnesses to any accidents/incidents to which you are involved; any party you have given us permission to speak to (e.g. your representative, a relative or a friend); any party named under your insurance policy; industry and trade bodies; and claimants and their legal or medical representatives.

The personal information you provide may be used by us and shared with other insurers as well as certain statutory and other authorised bodies for anti-fraud purposes: other insurance companies to confirm information provided (including where you are purchasing a motor insurance policy, for the purposes of validating any No Claims Discount) and to safeguard against non-disclosure and help prevent fraudulent claims; public bodies including the Department of Tourism, Transport and Sport, the Department of Finance and the Garda; the Insurance Link Anti-Fraud register (for more info see www.inslink.ie) to prevent and detect fraud; the Integrated Information Data System (IIDS) to verify information including penalty points and No Claim Discount (NCD) to combat fraud; the Motor Insurers Bureau of Ireland (MIBI) to assist in preventing or detecting theft and fraud and to pay claims; private investigators, tracing debtors or beneficiaries, recovering debt, managing your accounts and/or insurance policies; vehicle history check suppliers/ databases to protect our customers, inform our acceptance criteria and assist in claims investigations; and other fraud prevention, ID verification databases available in the insurance industry and publicly available information to detect or prevent possible criminal activity or fraud.

We will use your personal information to detect and prevent fraudulent practices and fight financial crime to meet our regulatory responsibilities. If you purchase a product from our website or other Allianz sales channel, we will also ask you for payment details. We need this information so we can process the payment associated with any product purchased. We collect information to help us improve our products and services and let people know about products and services that we believe will be of interest to them. This may be through a range of channels including via email, online advertising or social media. We will always do this in accordance with marketing preferences provided.

Where we obtain data from the above sources, the categories we obtain will be personal data or claims information relating to insurance profiling, claims handling and fraud prevention. We may need your consent for the processing of certain data and in these cases, we will inform you of such processing and the reason for this at the time consent is captured.

Protecting Information Outside the European Economic Area

Your personal data may be transferred to and/or accessed from a country outside the European Economic Area ("EEA"). We will always take steps to ensure that any transfer of information outside the EEA is carefully managed to protect your privacy rights. Such transfer/access within the Allianz Group will be covered on the basis of the Allianz Group binding corporate rules (BCRs) known as the Allianz Privacy Standard (APS) which contractually obliges each member to ensure that your personal information receives an adequate and consistent level of protection wherever it is transferred within the Group. Where we transfer your data to a non-Allianz Group member or other companies providing us with a service, we will obtain contractual commitments and assurances from them to protect your personal information. These assurances are well recognised certification schemes like Standard Contractual Clauses. We will only transfer your personal information to countries which are recognised as providing an adequate level of legal protection or where we can be satisfied that alternative arrangements are in place to protect your privacy rights. Any requests for information we receive from law enforcement or regulators will be carefully validated before personal information is disclosed.

Representation

If you provide information about someone else, such as an additional insured, we will endeavour to provide this Data Protection Statement to them. Where it is not possible to do so, you must make them aware of this Data Protection Statement and the terms of the insurance (including changes to the terms or processing activities) and encourage them to read this Data Protection Statement to find out more.

Online Information

When you visit the www.allianz.ie website, we may record information about your computer or mobile device, including hardware and software used, general location, when and how you interact with our websites. This information is used to note your interest in our websites and improve customer journeys.

How long we keep your personal information

We will keep your personal data only for as long as it is required for your insurance contract, to handle claims and to comply with our legal and regulatory obligations as documented in our Records Management Policy. For the majority of policy data, this is seven years after the end of that transaction. If you do not accept a quote or complete an application for an insurance policy, your data will be kept for fifteen months and processed in line with this Statement. When a potential claim or actual claim is taken out on a policy, we hold details around this claim until a full and final settlement has been agreed. In most cases this should be seven years after the final settlement date or where a child was involved the later date of seven years after the child has turned eighteen or the settlement date. In certain cases, we are obliged to hold onto records for longer periods and we do so in line with our legal responsibilities. For more information on our data retention policies please refer to the Contacting Us section below.

Your rights in relation to your personal information

You have the right to request a copy of your personal data, and to have incorrect personal data about you corrected. You also have the right to withdraw your consent for the processing of your personal data, have your personal data erased, or the processing restricted. Please note that withdrawing consent and requests for restriction/erasure may affect our ability to provide you with a contract of insurance. Some of the above rights are subject to limitations in order for us to comply with a number of legal and regulatory obligations. You have the right to data

portability for insurance purposes (contact dataprotectionofficer@allianz.ie). You also have the right to lodge a complaint with the Data Protection Commissioner. For further information, please see the section Contacting Us below.

Automated decision making

As part of the provision of your insurance contract, including at quotation stage, Allianz may use automated decision-making. This means that we may use an automated underwriting model which uses your personal data to evaluate, analyse or predict the performance of your contract of insurance. Premiums are calculated according to the risk of loss, with the risk ascertained on the basis of profiling by way of a pricing tool and system. This avoids unfair discrimination. Certain motor policies also use Telematics (Allianz Safe Driver App) where driving behaviour is used to measure driving performance and to determine the nature and level of the risk associated with your insurance policy. In these cases, suitable safeguards are in place and you have the right to human intervention to express your interests and contest automated decisions. If you are making a claim, we may use profiling and other forms of automated processing to assess if your claim may be fraudulent and we may use your sensitive information, to carry out this assessment. For example, we may use your unspent motoring convictions for motoring insurance. We use automated decision making as it is necessary for entering into, or performance of your insurance policy between you as the data subject and Allianz as data controller, and other uses such as those authorised by law.

In the event that profiling determines you have a high risk profile, we may not be able to offer you an insurance policy. If you wish to review an automated decision with Allianz, please contact us on dataprotectionofficer@allianz.ie.

Up to date information

In order for us to keep your information accurate and up to date, please contact Allianz or your insurance intermediary (where applicable) if any of your details change. For contact details, please see Contacting Us below.

Contacting Us

If you have any questions about how we use personal information, or if you want to exercise your rights stated above, please contact our Data Protection Officer by either emailing, DataProtectionOfficer@allianz.ie or please write to The Data Protection Officer, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6, Ireland.

If you have a complaint or concern about how we use your personal information, please contact us in the first instance and we will attempt to resolve the issue as soon as possible. You also have the right to lodge a complaint with the Office of the Data Protection Commissioner at any time. The details of the Data Protection Commission are as follows:

Data Protection Commission
21 Fitzwilliam Square S,
Dublin 2
D02 RD28

Telephone: +353 (0)761 104 800 or +353 (0)57 868 4800
Locall Number: 1890 252 231
Email: info@dataprotection.ie
Fax: +353 57 868 4757

We may amend this Statement from time to time, in whole or in part, at our discretion. The latest version of this document will always be available at www.allianz.ie and will take effect on the date that it is updated.

Please review this Data Protection Statement periodically to ensure you remain informed.