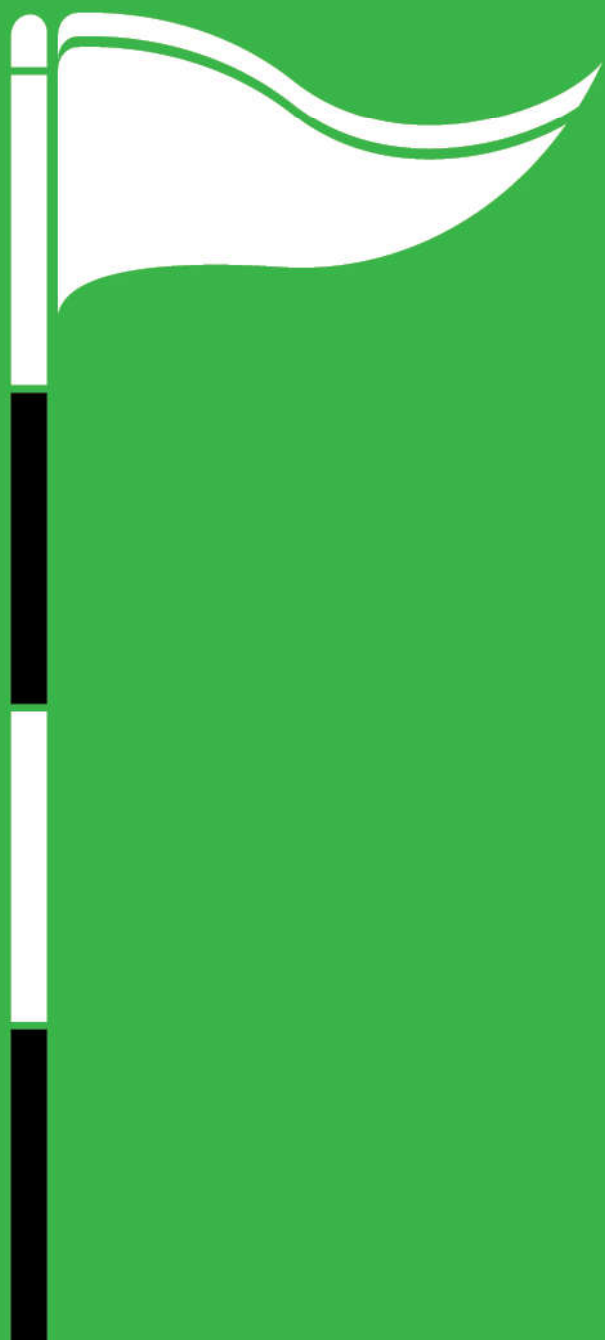




Allianz 

Policy Document  
Motor



Willis Towers Watson 

# Golfsure

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## INTRODUCTION TO YOUR POLICY

We have set up your contract using the information you have given us. Your policy is made up of the following documents:

- this document
- your schedule and endorsements
- your declaration of risk (submission) or the proposal form which you have signed
- your certificates of motor insurance

What we need to provide this policy

We will provide the insurance described in this policy if:

- the information you have given us on your declaration of risk or your proposal form is correct and complete, to the best of your knowledge
- Anyone insured has complied with all terms, conditions, exceptions and general exceptions of this policy

Please see 'General Policy Conditions' section in this policy for additional important information on this.

Contact your broker if you have any questions

You should fully read these documents and contact your broker if any information is not correct, or if you have any queries.

This policy is a legal document. Please keep it safely.

Insurance Act 1936 (or future amendments)

All monies which become or may become payable by us under this policy will, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Finance Act 1999 (or future amendments)

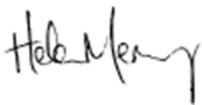
The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

The Law Applicable to the Contract

Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance (we and you, the proposer) are free to choose the law applicable to the contract.

We propose that Irish Law applies to the contract.

**Signed on behalf of Allianz**



**Helen Merry**  
**Chief Underwriting Officer**

This policy is underwritten by Allianz p.l.c

Registered Office: Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6

**DEFINITIONS**

The defined terms below will have the same meaning wherever they appear.

<b>Authorised driver</b>	any person described in the effective certificate of motor insurance under the heading "Drivers or Classes of Drivers whose Driving is Covered" who has been given permission to drive an insured vehicle.
<b>Business</b>	the business of the insured as described in the schedule.
<b>Certificate of Motor Insurance</b>	this document gives evidence that you have motor insurance cover as required by law.
<b>Declaration of risk</b>	this is the submission made on your behalf by your agent or intermediary. This document is in conjunction with your proposal form.
<b>Endorsement</b>	this an alteration to the terms, conditions, exceptions and general exceptions of the policy. An endorsement may be part of the policy or we may issue it separately. An endorsement may increase or reduce the level of cover provided by your policy.
<b>Fraud/Fraudulent</b>	any acts such as deception, bribery, forgery, extortion, corruption, theft, conspiracy, embezzlement, misappropriation, false representation, concealment of material facts and collusion. As a concept, fraud refers to the use of deception to obtain an unjust or unlawful gain, avoiding an obligation or causing loss to another party.
<b>Insured</b>	the person, company, firm or other legal entity named as the insured in the policy schedule and on the certificate of motor insurance.
<b>Market value</b>	the amount you could reasonably expect to pay for your vehicle had you bought it immediately before it was lost or damaged. This will be determined by other vehicles available in the market of comparative make, model, engine capacity, age, mileage, ownership history, general conditions and any other relevant factors. We may use an independent specialist firm to determine the appropriate market value.
<b>Passenger</b>	any person while in, mounting into, or dismounting from the vehicle.
<b>Period of insurance</b>	this is how long your contract of insurance lasts for, as outlined on your schedule.
<b>Policy</b>	the contract of insurance, including the policy document, schedule and any endorsements we may issue, which is based on your declaration of risk and/or proposal form.
<b>Proposal Form</b>	the document signed by you that sets out the confirmation of your material facts which have been provided to us.
<b>Schedule</b>	the schedule is part of the policy. It sets out details of the insured, a summary of the cover provided and any endorsements which apply to your policy.
<b>Vehicle</b>	any motor vehicle described in the effective certificate of motor insurance issued to the insured. This includes any vehicle declared to us which is the property of and registered in the name of any persons declared to us and the policy which has been issued to you will also be deemed to have been issued to any said declared person.
<b>We/us/our</b>	means Allianz p.l.c.
<b>You/your</b>	means the person or company named as the insured, the policyholder in this schedule and certificate of motor insurance.

## TERRITORIAL LIMITS

There are limits to where you and your vehicle are insured, this is called 'territorial limits'.

### Countries and places where your vehicle is insured

This policy covers you while using your vehicle(s) in the Republic of Ireland. The level of cover provided is as stated on your policy schedule.

We provide the legal minimum insurance required by law to use your vehicle(s) in any European country. We also provide this cover in any other country that meets the minimum insurance requirements set by the European Union.

## PERSONS INSURED

- a. you;
- b. any person authorised to drive any insured vehicle.

### Persons Covered to Drive an Insured Vehicle

We will cover any driver who is driving the vehicle with the insureds' consent provided that the driver:

1. is not covered under any other policy of insurance or is not more specifically insured elsewhere;
2. is not a person in the Motor Trade, driving the vehicle for purposes necessitated by its overhaul, upkeep and/or repair for the insured;
3. observes, fulfils and is subject to the terms, exceptions and conditions of this policy;
4. is aged 16 or over.

## POLICY EXCESS

This is how much you must pay when making a claim. We deduct this when we pay your settlement.

- (i) You will be responsible for the first €100 of each and every claim under Section 2 of the insuring clauses of this policy.
- (i) You will be responsible for the first €300 of each and every claim under Section 2 of the insuring clauses of this policy whilst the vehicle is being driven by any person under 21 years of age.

You will be responsible to pay the amount of the excess whether or not you are at fault for the loss or damage.

### Exception to Excess Applicable

If loss or damage results from an incident involving an uninsured third party driver and we decide that the driver or person in charge of the vehicle was not at fault, then an excess will not apply to your claim. However, if we cannot establish this before paying the claim, the excess will apply. If we subsequently confirm that an uninsured third party driver was involved, we will reimburse the excess.

## COVER APPLICABLE

### Comprehensive Cover

Comprehensive means Sections 1 and 2 are operative.

### Third Party Only

Third Party only means Section 1 is operative.

## GENERAL POLICY CONDITIONS

1. You and all drivers covered by this policy must:
  - a. observe and fulfil the terms and conditions of this policy and/or any endorsement(s) noted in this policy. Where requested, you must provide information to us, including driver and vehicle details;
  - b. take all reasonable steps to safeguard all vehicles from loss or damage and maintain all vehicles in a roadworthy condition, including ensuring that lights, mirrors and braking systems are working correctly and,. Where necessary you must make sure that the insured vehicles have a valid certificate of road worthiness. You must also ensure that all vehicles are fitted with tyres that are appropriate for the respective vehicles, and make sure that tread depths comply to the legal limit. We will have free access to examine all vehicles at all times;
  - c. make sure that your vehicles are not accessible to any driver who is not over the age of 16;
  - d. not make a claim which is in any way false, inflated, exaggerated, or fraudulent; support a claim with false or fraudulent documentation; provide a fraudulent verbal or written statement; or misrepresent or deliberately fail to disclose relevant information.
2. You must give us notice in writing within 48 hours after an incident which we may become liable for under this policy, providing full details of such incident. Every letter, claim, writ, summons, PIAB documentation, civil bill and/or process must be notified or forwarded to us immediately on receipt. Notice must also be given in writing to us immediately the insured or driver is aware of any impending prosecution or inquest in connection with any such event
3. You may not assign any rights or proceeds of any claim which arises under this policy unless it has been agreed with us in writing
4. **Rights of recovery**  
If the law or protocol 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.
5. You must give us all relevant information. This is called 'duty of disclosure of material facts'. A material fact is anything that affects this insurance. You must disclose material facts from the start date of the policy and throughout the life of the policy.
6. We may cancel the policy at any time by issuing a written notice to you at your last known postal address. You may cancel this policy at any time; please contact us or your intermediary for more information. We will refund part of your premium for any remaining period of insurance, subject to our right to retain the amount specified in the policy and schedule or otherwise advised to you as a minimum premium. If any loss or damage is covered by any other insurance, we will not pay more than our share of the claim. This does not override the references to other insurances with the exceptions to liability to third parties
7. The laws of Ireland will govern this policy and the Irish courts will have exclusive jurisdiction to hear any proceedings taken in respect of this policy. **The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.**
8. **Dispute resolution**  
If a dispute arising out of the policy cannot be settled between us, you will refer to the dispute or complaint to the Financial Ombudsman Service, please refer to the Consumer Information Section of this policy for contact details.

If the Financial Services and Pensions Ombudsman is unable to investigate the dispute, it will 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 chosen by each of the parties within one month of being requested. The Arbitrators will appoint an Umpire who will sit with the Arbitrator at their meeting and in case of disagreement, the Arbitrators will submit to the decision of the Umpire and the making of an award will be a condition precedent to any right of action against us. Claims not referred to the Arbitrator within twelve calendar months from the date on which we have refused to provide cover will be considered to have been abandoned.

**If any of the above conditions are not met, we can:**

- refuse to pay a claim for damage to your vehicle(s)
- recover from you the total amount of any claim already paid under this policy
- bill you for the costs of recovering our loss
- declare your policy void from the start date – we will treat the policy as if it never existed
- cancel your policy
- cancel your policy from the date on which we found out the condition was not being met
- withhold any return premium due to you
- tell the appropriate law enforcement authorities

This is in addition to any other rights we have, as outlined in the policy.

## INSURING CLAUSES

### Section 1: Third party insurance

We will pay if you become legally liable for damages in respect of death or bodily injury or disease to any person and damage to property arising from the use of:

- your vehicle(s) as specified on the current certificate of motor insurance
- any trailer attached to your vehicle or any trailer owned by you while detached from your vehicle

The maximum we will pay for property damage arising out of any one accident and/or incident will be:

1. €30,000,000 in respect of any private car or estate car having a dual purpose body that are stated in the schedule including costs
2. €6,500,000 in respect of any other insured vehicle

We will pay for reasonable costs and expenses for any claim for which indemnity is provided by this section. Subject to prior written agreement by us, we will pay for:

- (i) solicitor's fees for representation at a coroner's inquest or fatal injury or in a Court of Summary Jurisdiction;
- (ii) the cost of defence against a charge of manslaughter or causing death or serious bodily injury by dangerous driving;
- (iii) other costs and expenses which are legally recoverable.

We will cover any passenger in the vehicle as a result of passenger negligence at the request of the insured provided that the passenger:

1. is not driving the vehicle or in charge of such vehicle
2. is not entitled to indemnity under any other policy
3. must act as though they were the insured; observe, fulfil and be subject to the terms, exceptions and conditions of this policy

### Legal Charges

At the request of the insured, we will arrange and pay for legal services for defence in the event of proceedings taken under sub-Section 2(a) of Section 53 of the Road Traffic Act 1961 for dangerous driving causing death or serious bodily harm in respect of any injury to a person which may be the subject of indemnity under Section 1 of this policy. This benefit only applies for authorised drivers aged 16 years or older.

We will not pay under this benefit where the authorised driver has been convicted (or a prosecution is pending) under any Road Traffic Act Legislation relating to the level, concentration or quantity of alcohol or drugs in the body.

### Exceptions to Section 1

Other than where it is necessary to meet the requirements of road traffic legislation, we will not be liable for:

1. injury, including injury causing death, to:
  - a. the insured
  - b. any person driving the vehicle or in charge of the vehicle for the purpose of driving
  - c. any person in the employment of the insured where such injury arises out of and in the course of such employment
  - d. any passenger unless that part of the vehicle in which such passenger is being accommodated is designed and constructed with fixed or folding seats permanently and securely installed in or on the vehicle
2. damage to property owned by or in the possession, custody or control of the authorised driver or in, on or being conveyed by the vehicle
3. damage caused to any buildings or assets (excluding motor vehicles) owned by the insured



## **Section 2: Accidental damage to your vehicle(s)**

We will pay for loss of or damage to your vehicle and its accessories or spare parts, including windscreen and glass breakage, caused by fire, lightning, explosion, theft or attempted theft or accidental damage (including vandalism).

The most we will pay for any claim under this section will be the market value immediately before the loss or damage was caused. The maximum amount we will pay for glass breakage is €2,000.

If any claims are made for the theft of your vehicle(s), we will request all the sets of keys or similar device from the registered owner. If you do not provide the keys or similar device this may have an impact on any claim you make under this section of the policy.

### **Exceptions to Sections 2**

We will not pay for:

1. any sums in excess of €11,000,000 in respect of any one loss or series of losses arising from one event
2. losses you sustain through not being able to use your vehicle, including the cost of hiring another vehicle
3. depreciation, wear and tear, mechanical, electrical, electronic or computer failures, breakdowns, breakages, failures or malfunctions
4. repairs or replacements which improve your vehicle beyond its condition before loss or damage
5. damage to tyres caused by braking or punctures, cuts or bursts
6. loss or damage to any vehicle other than a vehicle arising from any event occurring outside the territorial limits as outlined under "Countries and places where your vehicle is insured."
7. loss of or accidental damage to accessories or spare parts which are mobile, portable or removable items of equipment while the vehicle is unattended unless the items have been placed in the locked boot or closed compartment and the vehicle is locked
8. loss or damage as a result of the vehicle being filled with incorrect fuel type/lubricant
9. loss or accidental damage arising from theft or any attempted theft while the ignition keys or any device of similar function have been left in or on your vehicle
10. any modifications unless they form part of the manufacturer's standard specification or are optional extras that we have agreed to cover
11. loss or damage resulting from a deliberate act caused by you or any other person(s) insured
12. loss or damage where possession of an insured vehicle is obtained by fraud, false pretences or misrepresentation
13. the cost of importing parts or accessories from outside the European Union
14. loss as a result of payment which is deemed to be false, fraudulent, invalid, counterfeit, irrecoverable or irredeemable for any reason
15. loss as a result of repossession of an insured vehicle or restitution to its rightful owner
16. loss or damage described in Section 2 if it is as a result of:
  - keys or similar devices stolen by deception or fraud;
  - keys or similar devices stolen by a family member of any driver or visitor to your premises, or your permanent or temporary residence;
  - any loss where the theft is not reported to An Garda Síochána/Police;
  - damage to keys or similar devices is as a result of mechanical or electrical breakdown, failure or malfunction.

Also see the general exceptions that apply to this policy.

## STANDARD BENEFITS

### Fire Brigade Charges

Provided the incident gives rise to a valid claim under your policy, we will pay for charges made by a Fire Authority under the Fire Services Act 1981 to control or put out a fire in your vehicle or remove the driver or passengers from the vehicle using cutting equipment. The maximum we will pay is €1,000 per callout. The maximum we will pay is €2,500 in any one period of insurance.

We will not pay any costs associated with road closure, traffic management or any type of clean up of the accident scene or restitution to property.

### New Car Replacement

We will cover the cost of replacing your vehicle with a new one of the same specification (subject to availability) if, within 12 months of you buying it as new, it is:

- a. accidentally damaged to an extent greater than 60% of the manufacturer's last published list price, exclusive of VAT, if VAT has not been paid as part of the original purchase of the vehicle.
- b. lost by theft and not recovered within 14 days of the loss being reported to us.

You must own the vehicle or be buying it under a hire purchase agreement. We will not replace vehicles that are subject of a leasing agreement or contract hire agreement. We must reach agreement with any interested hire purchase company to the extent of their legal entitlement.

We will not replace your vehicle with a new vehicle if its mileage is more than 24,000 kilometres (or the equivalent in miles).

This benefit is only for vehicles that are private cars or estate cars having a dual purpose body and are stated in the schedule.

### Replacement Locks, Vehicle Keys, Key Cards and Lock Transmitters

Where Sections 2 and 3 are operative, we will pay up to a maximum of €550 towards the cost of replacing and or recoding of locks, keys or similar devices for your vehicle if they are stolen:

1. from your premises or your permanent or temporary residence as a result of forcible entry or exit;
2. arising out of an assault or threat of violence on any authorised key holder.

We will not pay:

1. if keys or similar devices are stolen by deception or fraud;
2. if keys or similar devices are stolen by a family member of any driver or visitor to your premises, or your permanent or temporary residence;
3. any loss where the theft is not reported to An Garda Síochána/Police;
4. damage to keys or similar devices is as a result of mechanical or electrical breakdown, failure or malfunction.

### Medical Expenses

In the event of any authorised driver sustaining bodily injury as a result of an accident involving an insured vehicle we will pay to such driver the costs of medical expenses relating to such injury up to a limit of €275.

### Personal Accident

Where the driver or any other occupant of an insured vehicle suffers injury by accidental external violent and visible means, we will, at your request, pay to the person(s) injured or their legal personal representatives up to a maximum of €5,000 provided that the injury (independently of any other cause and within three months) results in:

- (i) death;
- (ii) permanent loss of sight in one or both eyes;
- (iii) loss of one or more limbs by physical severance at or above the wrist or ankle.

This benefit will not be paid to an authorised driver or their legal representative arising out of an accident where one or both of the following was deemed to be a contributing factor:

- the concentration or quantity of alcohol or drugs in the insured's body;

- suicide.

### **Personal Effects and Clothing Cover**

Where Sections 2 and 3 are operative, we will pay you (or at your request, the owner of the property) for loss of or damage to personal effects and clothing while in or on your vehicle by fire or theft (or attempted theft) or by accidental means, provided that:

1. our total liability will be limited to €275 in respect of any one occurrence; the policy excess does not apply for this benefit;
2. payment to any person other than you will be paid directly to that person who will observe, fulfil and be subject to the terms, conditions, exceptions and general exceptions of your policy;
3. loss of any property or audio equipment, unless the property is stored in the locked boot or closed compartment at the time of the loss and your vehicle is locked when it is unattended.

We will not pay for loss of or damage to money, stamps, tickets, documents or securities (financial certificate such as shares and bonds).

### **Contingency Cover**

We will indemnify the insured, (subject to the limitations of section 1 of this policy) for liability arising from any vehicle not the property of the insured nor provided by the insured while being used in connection with the insured's business, used by an employee of the insured, provided that such person observes, fulfils and is subject to the terms, conditions, exceptions and exclusions of this policy. We will not pay under this benefit for loss or damage to any insured vehicle nor if there is any other insurance covering the same liability.

### **Indemnity to Owners**

We will pay any claims made against the owner of any vehicle which is hired, lent or leased to the insured provided that:

- a. such owner is not entitled to cover under any other policy of insurance;
- b. such owner must observe, fulfil and be subject to the terms, conditions, exceptions and exclusions of this policy as though such owner is the insured;
- c. such vehicle is being driven by or in the custody or control of any authorised driver that is covered under this policy;
- d. such vehicle is not being driven by the owner or any person in the employment of the owner.

### **Application of Limits of Indemnity**

Where there is more than one party claiming against the policy the maximum amount we will pay will be the limit stated in Section 1 of the policy in total unless otherwise stated in any Endorsement applying to the policy. If the insured is one of the parties involved in the claim their part of the claim will be paid first.

### **Joint Insured Indemnity**

For the purpose of this policy, each of the parties comprising the insured will be considered a separate and distinct entity. The term "the insured" will apply to each party in the same manner as if a separate policy had been issued to each of the said parties. Where there is a loss or damage involving more than one vehicle covered by the policy, one claim will be dealt with under Section 2 of this policy and any other claim involving another insured vehicle arising from the same incident will be covered under Section 1 of this policy. Payment under Section 1 of the policy will be subject to the limits stated. In these circumstances only one claim will be recorded under the policy.

### **Tool of Trade/Third Party Working Risk Cover**

Under Section 1 of the policy, we will provide cover for death, injury, loss or damage caused by or arising out of the operation of any of the insured vehicles below as per the schedule of insurance:

- (i) a special type vehicle;
- (ii) plant attached to an insured vehicle;

provided the vehicle is being used as a tool of trade in connection with your business. The limit of indemnity is subject to a combined limit of €6,400,000. This limit is only applicable where it is not necessary to meet the requirements of road traffic legislation.

Except where it is necessary to meet the requirements of any Road Traffic Act Legislation, we will not pay claims:

- directly or indirectly caused by or resulting from subsidence, flooding or water pollution and/or damage to pipes or cables including fibre optic cables.
- arising from the operation of a trailer or any plant forming part of the trailer (other than a lifting device for self loading) as a tool of trade in connection with your business
- where there is another policy covering the same loss.

### **Unlicensed Drivers**

Any requirements of the certificate of motor insurance that the person driving must hold, or have held, a licence to drive will be inoperative when a licence is not required by law. This cover is on the basis that the terms of the certificate of motor insurance are obeyed and that the person driving is of an age to hold a licence to drive the vehicle and is not disqualified from holding or obtaining such a licence.

### **Emergency Treatment**

We will pay for emergency treatment charges as required by road traffic legislation in connection with injuries caused by or as a result of the use of any vehicle.

### **Indemnity to Principal**

Under third party liability, we will indemnify any public authority, firm, corporate body or person (the principal), for whom the insured has contracted to execute work or services provided that:

1. the insured has arranged with the principal for the conduct and control of all claims for which we may be liable by virtue of this extension to be vested in us
2. the principal is not entitled to indemnity under any other policy
3. the principal must, as though they were the insured, observe, fulfil and be subject to all the terms, exceptions and conditions of this policy.

We will not be liable for:

1. liability or any sum in excess of the amount thereof which attaches in respect of the principal by virtue of an agreement and which liability or excess sum would not have attached in the absence of such an agreement;
2. injury to the person of the principal or to property belonging to or held in trust by or in the custody or control of principal;
3. liability which arises other than the negligence of the insured or an employee of the insured.

### **Trailer Cover**

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 your schedule and applied under sections 2 and 3 of this policy provided such trailer(s):

- remains in the insured's care, custody and control at all times
- where detached, such trailer(s) is kept in a secure and protected environment

We will not provide indemnity where an insured trailer(s) is attached to vehicle which is not covered by this policy.

### **Unauthorised Movement of Third Party Vehicles**

We will cover you under Section 1 of this policy for the movement without the consent of the owner of any vehicle not owned by you by any of your employees to allow legitimate passage of an insured vehicle during the course of your business.

### **Unauthorised Use**

We will cover you under Section 1 of this policy while an insured vehicle is driven without your consent by any of your employees.

### **Towing Disabled Vehicles**

We will cover you under Section 1 of this policy while an insured vehicle is being used for the purpose of towing one mechanically disabled vehicle provided that:

1. the vehicle is not being towed for reward purposes;
2. such towing is not unlawful.

We will not be liable for any damage to the towed vehicle or property being conveyed in or on such vehicle or injury to persons in or on such vehicle.

## GENERAL EXCEPTIONS

Other than where it is necessary to meet the requirements of road traffic legislation, we will not be liable for:

1. indemnity to the insured or any other person claiming indemnity under this policy for any award made as a result of legal proceedings issued in any country which is not a member of the European Union (EU) or in any other country of which the European Commission is not satisfied that arrangements have been made to meet the requirements of Article 7(2) of the Third EC Directive on Insurance against Civil Liabilities arising from the use of motor vehicles.
2. any liability (in excess of the common law or statutory liability applicable to the case) undertaken by the insured by special contract, other than that outlined under the standard benefit "Indemnity to Principle".
3. any injury, loss or damage occurring while any vehicle is being:
  - a. driven by or is in the charge of any person other than an authorised driver;
  - b. used other than within the "Limitations as to Use" contained in the certificate of motor insurance.
4. any 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.
5. any 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
  - b. any Act of Terrorism:
    - (i) an Act of Terrorism means an act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
    - (ii) this exclusion applies to any liability, loss, damage, cost or expense directly or indirectly caused by resulting from or in connection with any action taken in controlling, preventing suppressing or in any way relating to (i) and/or (ii) above.
    - (iii) the burden of proof lies with the insured to prove that any exclusion for any loss, damage, liability, cost or expense is covered by this policy.
    - (iv) in the event any portion of this exclusion is found to be invalid or unenforceable, the remainder will remain in full force and effect.
6. any loss, damage, cost or expense directly or indirectly caused by, resulting from or in connection with the loss of, alteration of or damage to or 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.
7. loss, destruction or damage directly caused by pressure waves as a result of aircraft or other aerial devices travelling at sonic or supersonic speeds.
8. injury, loss or damage caused by earthquake, riot, civil commotion, war or terrorism or gradual pollution.

9. damage to any road or to anything in or below the surface of a road due to the weight of or vibration caused by any vehicle.
- 10.any injury, loss or damage occurring while the vehicle is within the airside operational boundaries of any airport, aerodrome or airfield that is used for:
  - a. take off or landing of aircraft or movement of aircraft on the ground;
  - b. aircraft parking, including the associated services roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas.

In compliance with the requirements of the Road Traffic Act and regarding governing State airports in the Republic of Ireland, this exclusion will not apply in these instances.

- 11.Any injury, loss or damage caused by pollution or contamination unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance. All pollution or contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.

## CLAIMS PROCEDURE

### What to do in the event of a claim: Our Claims Notification Service

You must report to us within 5 working days of any accident, injury, loss or damage which may give rise to a claim under this policy.

Allianz Claims Notification Service is available to all drivers while driving anywhere in Ireland in the event of fire, theft or attempted theft, and also in the event of an accident or vandalism.

All incidents must be reported to our Notification Services on the phone numbers below:

Republic of Ireland: **01 613 3990**

### What to do in the event of an accident

In the event of an accident you should obtain and provide to us the following information:

1. the names, contact details and vehicle details of all parties involved
2. the insurance details including the policy number of all parties involved
3. details of any witnesses to the incident or members of An Garda Síochána/Police that attended the scene of the accident
4. any other supporting data, where available, including but not limited to CCTV/dashcam footage photos taken at the scene

#### You must also:

1. not admit responsibility, sign any statement or negotiate the settlement of any claim, without our written agreement
2. complete any form(s) we may send you
3. give us all information and assistance that we require
4. notify us immediately of any impending prosecution, inquest or fatal inquiry, writ or unanswered summons
5. send us, within 48 hours of receipt, any writ or summons, letter, PIAB documentation or other documents
6. provide the registration and insurance details of your vehicle to any other party involved and also An Garda Síochána/Police, if requested
7. report the accident to An Garda Síochána/Police if any person is injured, whether they attend the scene or not

If you fail to abide by any of the above, we reserve the right not pay some or all of your claim. We reserve the right to settle or defend any claim brought against your policy. In addition, we can also pursue the claim for our own benefit in the name of any person insured.

### Accident with uninsured drivers

If you are involved in an accident with an uninsured driver or visiting motorist from outside the country, you must report it to us, along with the following:

The Motor Insurers Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8, Phone number: +353 1 676 9944, email: [info@mibi.ie](mailto:info@mibi.ie), website: [www.mibi.ie](http://www.mibi.ie).



## Claims payment

Payment(s) we will make under Section 2

### What does "pay" mean?

The word "pay" means that we may, at our option, make a payment for the amount of loss or damage, or we may repair, reinstate or replace your vehicle. If your vehicle is the subject of a hire purchase or leasing agreement, any payment will be made to the owner to the extent of their legal entitlement. In the event that we are not made aware of any hire purchase or leasing agreement for any insured vehicle, payment to the insured will be considered relief of responsibility for any amount owed by the insured to any hirer or lessor.

In the event that your vehicle is deemed to be a write-off, we will not pay more than the market value of your vehicle immediately prior to the loss or damage.

If we settle a claim as a vehicle write-off, we reserve the right to own the salvage.

## Using Our Claims Service

**In order to avail of this service, you must have the relevant cover and a claim must be registered on your policy.**

What we will do as part of our claims service:

- we will pay the cost of removal to the nearest capable repairer in the event that your vehicle is immobile as a result of loss or damage. If you wish to go further than this, we will contribute to the costs of your tow;
- we will pay for storage your vehicle for up to 3 days at the current market rate;
- if you chose, we can settle directly with your garage saving you from making any payment other than your policy excess. If you are registered for VAT, you may also be required to pay the VAT amount to your repairer before your vehicle is released.

The repairer may require you to pay the policy excess before your vehicle is released. If you are registered for Value Added Tax (VAT) you will be responsible for the VAT element of any claim that you make. If you are registered for VAT, you may also be required to pay the VAT element of any claim to the repairer before your vehicle is released.

The notification service is available 24 hours a day, 365 days a year.

This service does not apply if your vehicle breaks down, which is covered separately under our breakdown assistance service.

All you have to do is call:

**01 613 3990**



## 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](mailto:info@allianz.ie). Our Data Protection Officer is contactable at: [DataProtectionOfficer@allianz.ie](mailto: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 Síochána 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 Gardaí Síochána (Gardaí) 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 Gardaí and MIBI can check this database for the information you have uploaded. For further information, please go to [www.nfd.ie](http://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 adjustors, 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 Gardaí; the Insurance Link Anti-Fraud register (for more info see [www.inslink.ie](http://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](http://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](mailto: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](mailto: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](mailto: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 South,  
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](mailto: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](http://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.**

## CONSUMER INFORMATION

### Important Information In Relation To Your Allianz Policy

#### 1. Your insurer

The underwriter of your insurance is Allianz p.l.c., having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. Companies Registration No. 143108. Vat no 4887986M. Our contact details are: tel: +353 1 6133000, fax: +353 1 6134444, and email: [info@allianz.ie](mailto:info@allianz.ie).

#### 2. Regulatory Status

Allianz p.l.c. is regulated by the Central Bank of Ireland and is subject to the Central Bank of Ireland's Consumer Protection Code and Minimum Competency Code which offer protection to consumers. These Codes can be found on the Central Bank's website: [www.centralbank.ie](http://www.centralbank.ie).

#### 3. What we do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products. When dealing directly with personal customers we underwrite general insurance products on a non-advised information only basis.

#### 4. How we charge

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

#### 5. Remuneration

Please be aware that an Allianz staff member may receive a payment in relation to the processing of your policy.

#### 6. Policy Alteration, Additional and Return Premiums

Where your policy is altered during any Period of Insurance we will recalculate your premium. This may result in an additional premium due to us, or a return premium due to you. A premium transaction charge may be applied to all such alterations, as detailed in your Schedule. We will only charge or refund you provided the total amount, including the Premium Transaction Charge, is greater than or equal to the amount detailed in your Schedule. Where applicable, a government levy will be applied to your premium calculations.

#### 7. 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.

#### 8. Language & Customer Communications

Your policy and all communications with you or by you to us will be in English. For Allianz Direct customers: We will publish your insurance documentation in the MyAllianz portal. On request we will also provide your documentation by post.

#### 9. Governing law

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

#### 10. Default

Non-payment of your premium or part thereof (including where you are using our Direct Debit option) or breach by you of certain conditions of your policy may lead to your policy being revoked or cancelled, in accordance with the terms in that respect set out in your policy.

### 11. Right of Withdrawal

You have the right to withdraw from this policy, provided you have not made a total loss claim, within 14 days of the latest of:

- (1) the starting date of cover, or
- (2) the date on which you receive the full terms and conditions of your Policy.

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your Schedule. If the cover is motor insurance, the premium cannot be refunded until the 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.

### 12. Claims

If you need to make a claim, please telephone us on +353 1 6133990 or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4, D04 Y6Y6. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

### 13. Complaints

We aim to deliver the very highest standards of customer care. If you have any enquiry or complaint, please contact, with your policy/quote number and details: Head of Customer Focus, Allianz plc, Allianz House, Elmpark, Merrion Road, Dublin 4 D04 Y6Y6, Tel: +353 1 6133000, email: [info@allianz.ie](mailto:info@allianz.ie).

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

(1)

The Financial Services and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29. Tel: +353 1 567 7000. Email: [info@fspo.ie](mailto:info@fspo.ie), website: [www.fspo.ie](http://www.fspo.ie). For insurance related complaints this covers all customers, except limited companies with a turnover of €3 million and above.

and/or

(2)

Insurance Information Services – Insurance Ireland, First Floor, 5 Harbourmaster Place, IFSC, Dublin 1, Tel: +353 1 6761820, Fax: +353 1 6761943, email: [info@insuranceireland.eu](mailto:info@insuranceireland.eu) website: [www.insuranceireland.eu](http://www.insuranceireland.eu)

*If you are a resident of Northern Ireland*, you may also refer your complaint to the Financial Ombudsman Service. You must do this within six months of the date of our decision. The contact details are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR, Telephone 0800 023 4567, Fax 020 7964 1001 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

### 14. 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.

### 15. Call Recording

Please note that Allianz may record and monitor telephone calls for regulatory, training and quality purposes.