

# Commercial Motor Fleet Policy Document 2024



**For all Motor Fleet policies taken out with Allianz Ireland on or after 01/02/2024**

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## INTRODUCTION TO YOUR POLICY

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

- this document
- **your schedule** and **endorsements**
- **your declaration of risk (submission)**
- **your certificate(s) of motor insurance**

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

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

- the information **you, your** agent or intermediary 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, exclusions, and general exclusions of this **policy**.

Please see the 'general policy conditions' section in this **policy** for additional important information on this. Contact **your** broker if **you** have any questions. 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.

#### **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



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John Ryan

Chief Underwriting Officer

This **policy** is underwritten by Allianz p.l.c

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

## **DEFINITIONS**

<b>audio equipment</b>	Audio, telephone, navigational, global positioning equipment (GPS) and/or in-vehicle entertainment systems.
<b>accessories</b>	Dashcams, tachographs, charging cables for electric/plug-in hybrid <b>vehicles</b> .
<b>business</b>	The business of the <b>insured</b> as described in the <b>schedule</b> .
<b>certificate of motor insurance</b>	This document gives evidence that <b>you</b> have motor insurance cover as required by law
<b>declaration of risk</b>	This is the <b>submission</b> made on <b>your</b> behalf by <b>your</b> agent or intermediary and/or a completed <b>proposal form</b> or Statement of Fact.
<b>driver</b>	Any person described in the effective <b>certificate of motor insurance</b> under the heading “drivers or classes of drivers whose driving is covered.”
<b>endorsement</b>	This is an alteration to the terms, conditions, exclusions, and general exclusions of the <b>policy</b> . An endorsement may be part of the <b>policy</b> , or <b>we</b> may issue it separately. An endorsement may increase or reduce the level of cover provided by <b>your policy</b> .
<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. It can be intentional or unintentional.
<b>insured</b>	The person, company, firm, or other legal entity named as the insured in the <b>policy schedule</b> and on the <b>certificate of motor insurance</b> .
<b>light commercial vehicle</b>	Any motor vehicle described in the effective <b>certificate of motor insurance</b> issued to the <b>insured</b> with a maximum gross vehicle weight of 3.5 tonnes.
<b>market value</b>	The amount <b>you</b> could reasonably expect to pay for <b>your vehicle</b> had <b>you</b> bought it immediately before it was lost or damaged. This will be determined by other <b>vehicles</b> available in the market of comparative make, model, engine capacity, age, mileage, ownership history, general conditions, and any other relevant factors. <b>We</b> 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 <b>vehicle</b> .
<b>period of insurance</b>	This is how long <b>your</b> contract of insurance lasts for, as outlined on <b>your schedule</b> .
<b>policy</b>	The contract of insurance, including the policy document, <b>schedule</b> , and any endorsements <b>we</b> may issue, which is based on <b>your declaration of risk</b> and/or <b>proposal form</b> .
<b>private car</b>	Any motor <b>vehicle</b> described in the effective <b>certificate of motor insurance</b> issued to the <b>insured</b> that is designed to carry up to 7 passengers.
<b>proposal form</b>	The document signed by <b>you</b> that sets out the confirmation of <b>your</b> material facts which have been provided to <b>us</b> .
<b>DEFINITIONS (continued)</b>	
<b>schedule</b>	The schedule is part of the <b>policy</b> . It sets out details of the <b>insured</b> , a summary of the cover provided and any endorsements which apply to <b>your policy</b> .

<b>submission</b>	A <b>declaration of risk</b> , details provided by <b>you</b> to <b>your</b> intermediary on <b>your</b> behalf. It outlines the material facts provided by <b>you</b> which forms the basis of <b>your policy</b> contract.
<b>vehicle</b>	Any motor vehicle described in the effective <b>certificate of motor insurance</b> issued to the <b>insured</b> . This includes any vehicle declared to <b>us</b> which is the property of and registered in the name of any persons declared to <b>us</b> and the <b>policy</b> which has been issued to <b>you</b> will also be deemed to have been issued to any said declared person.
<b>we/us/our/the company</b>	Means Allianz p.l.c.
<b>you/your</b>	Means the person or company named as the <b>insured</b> in the <b>schedule</b> and <b>certificate of motor insurance</b> .

## **COUNTRIES AND PLACES WHERE YOUR VEHICLES ARE INSURED**

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

### **Countries covered**

**This policy covers your vehicles when you use them in the following countries:**

- Republic of Ireland
- Northern Ireland
- Great Britain
- The Isle of Man
- The Channel Islands.

#### **Travelling between countries**

**The policy also covers your vehicles during the course of:**

- sea transit
- Channel Tunnel transport
- rail transport (including loading and unloading).

#### **In foreign countries**

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

This **policy** is automatically extended to cover **you** and any **driver** to use **your private cars** or **light commercial vehicles** to travel to or in any EEA member states and any other country that meets the minimum insurance requirements set by the European Union for up to 90 days in any **period of insurance**. This only applies to **private cars** or **light commercial vehicles** registered in the Republic of Ireland and covered in the **schedule** of this **policy** and those **vehicles** covered under Section E of the **certificate of motor insurance**.

## **PERSONS INSURED**

The following persons are insured:

- (a) **You**
- (b) Any person covered to drive any insured **vehicle** with **your** permission.

#### **Persons covered to drive an insured vehicle**

As per the **certificate of motor insurance**, provided that any person covered to drive holds a licence to drive the **vehicle**, or having held such a licence, is not disqualified from holding such a licence.

The conditions of a driving licence must be obeyed. This includes conditions, restrictions, and categories in relation to the class of **vehicle** being driven, the requirement to be accompanied by a qualified driver (if **you** or any other driver holds a learner permit/provisional licence) and any other condition or restriction which may apply.

## **POLICY EXCESS**

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

**You** will be responsible for the first €315 of each and every claim under Section 2 and Section 3 of the insuring clauses of this **policy**. In the event of a claim under both Section 2 and Section 3 arising out of one event, the maximum amount of the excess payable will be €315. **You** will be responsible to pay the amount of the excess whether or not **you** are at fault for the loss or damage.

Any claim payment for windscreen cover or glass breakage will be paid without the deduction of the **policy** excess. Under this benefit, **you** are not entitled to a courtesy vehicle while repairs are being conducted to **your** windscreen. Please see "Windscreen Cover" under "Additional Benefits" for more information.

Any additional excesses that may apply to **your policy** will be disclosed to **you** in writing as part of **your policy** cover.

## **VEHICLE DECLARATION ADJUSTMENT**

At the end of each **period of insurance**, **you** will supply **us** with a declaration of **vehicles** which will inform the next renewal period.

The additional premium payable by **you** or return premium payable to **you** will be calculated by applying 50% of the expiring rates to the amount by which the declaration exceeds or falls short of the previous declaration.

Any return premium payable to **you** is subject to the minimum premium agreed at the commencement of each **period of insurance**.

## **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) obey the conditions of **your** driving licence, including conditions in relation to the class of **vehicle** licensed to drive, the relevant driving category and the requirement to be accompanied by a qualified

**driver** (if **you** or any other **driver** hold a learner permit/ provisional licence) and any other condition or restriction which may apply

- c) 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
  - d) ensure that all **vehicles** are fitted with tyres that are appropriate for the respective **vehicles**, and make sure that tread depths comply with the legal limit. **We** will have free access to examine all **vehicles** at all times
  - e) make sure **your vehicles** are not left unattended and unlocked and that **your** ignition keys or any device of similar function are not left in or on **your vehicles** while unattended or unlocked
  - f) have **your** permission to drive **your vehicles** and meet the requirements specified in the **certificate of motor insurance**
  - g) 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 immediately after an incident which **we** may become liable for under this **policy**, providing full details of such incident. Every letter, claim, writ, summons, Injuries Resolution Board (previously known as the Personal Injuries Assessment Board or 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. **You** must take the appropriate steps on an annual basis to ascertain whether any **drivers** covered by this **policy** have:
- a) any motor prosecution(s) pending
  - b) been convicted of a motor offence(s), other than convictions which are spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016
  - c) been disqualified from driving
  - d) had any fixed penalty points applied.

### **GENERAL POLICY CONDITIONS (continued)**

5. **Material facts / Duty of disclosure / Alteration of risk**

When arranging this insurance over the phone, by email or through **your** insurance intermediary, **you** declared that the answers **you** provided via the **submission** were, to the best of **your** knowledge and belief, true and complete in every respect and that **you** did not make any misrepresentations. A misrepresentation is where an individual provides **fraudulent**, inaccurate, misleading, or incomplete information. **You** acknowledged the importance of answering all questions honestly and taking reasonable care not to make a misrepresentation when providing **us** with answers to the questions asked. Failure to do so may lead to the voidance of **your policy** and/or **your** claim not being paid at all, or alternatively only part of **your** claim being paid to **you**.

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

If any of the above general policy conditions listed 1-5 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** from the date on which **we** found out the condition was not being met
- withhold any return premium due to **you**
- inform the appropriate law enforcement authorities.

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

#### **6. Rights of recovery & subrogation**

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**, the **driver**, or the person on whose behalf **we** make the payment.

Where **you** have a right(s) of action against third parties arising from losses which are covered under **your policy**, **we** are entitled to recover from such third parties by subrogation except where:

- a) **you** have not exercised such rights and might reasonably be expected not to exercise those rights due to family or cohabitant relationships or where the third party is not insured in respect of their liability to **you** or where they are insured, **we** may not recover an amount that exceeds what the third party may recover from their own insurance policy
- b) **you** have consented to the use by a third party of a motor **vehicle** insured under **your policy**, and the third party is not insured in respect of their liability to **you** or where they are insured, **we** may not recover an amount that exceeds what the third party may recover from their own insurance policy
- c) **you** are the employer; in which case **we** will not subrogate against **your** employee unless the loss was caused by **your** employee intentionally or recklessly and with knowledge that loss would probably result.

### **GENERAL POLICY CONDITIONS (continued)**

However, these limitations on **our** subrogation rights will not apply where the actions of any third party that gave rise to or contributed to any loss was serious or wilful misconduct.

Where **your policy** cover excludes any liability assumed by agreement and where **you** have entered an agreement with a third party which excludes or limits **your** rights to recover damages from any person in relation to any loss covered by this insurance, **we** may not indemnify **you** in respect of that loss.

#### **7. You may cancel the policy at any time by writing to us or your intermediary.**

Please refer to the Consumer Information Section of this **policy** for **our** contact details.

**You** must return the **Certificate of Motor Insurance** and Insurance Disc to **us** or **your** intermediary. **We** will only cancel **your policy** from the date **we** or **your** intermediary receive the relevant documents. **You** must pay **your** premium up to the cancellation date of **your policy**.

**We** may cancel the **policy** at any time by issuing a written notice to **you** at **your** last known postal address. If **we** cancel **your policy** and nothing has happened that may result in a claim during the current **period of insurance**, **we** will refund part of **your** premium for any remaining **period of insurance**. The exception to this is when the reason for cancellation is as shown in the General Policy Conditions of this **policy** and where it says **we** are entitled to withhold the premium.

No matter who cancels the **policy**, if there has been a claim during the **period of insurance**, **we** will not return any of the premium **you** have paid.

8. If **you** cancel **your policy** within the first 14 working days of the **period of insurance**, no transaction charge will apply. However, if **you** cancel **your policy** after the first 14 working days, a transaction charge will apply. This transaction charge is outlined in **your policy schedule**. If **we** cancel **your policy** at any stage, no transaction charge will apply. 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 that exclude liability to third parties.

#### 9. **Dispute resolution**

If a dispute arising out of the **policy** cannot be settled between **us**, **you** will refer the dispute or complaint to the Financial Services and Pensions Ombudsman. Please refer to the Consumer Information Section of this **policy** for the relevant 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.

#### 10. **National Fleet Database**

The National Fleet Database (NFD) is a central record of all **vehicles** insured under motor fleet and motor trade policies in the Republic of Ireland. It is managed by the Motor Insurers' Bureau of Ireland (MIBI) and used by An Garda Síochána to support enforcement of the legal requirement for motor insurance and to reduce the levels of uninsured driving.

### **GENERAL POLICY CONDITIONS (continued)**

It is a condition that **you** have a valid and active unique identifier (UID) number, and that, if **your policy** is subject to Annual Declaration, all **vehicles** owned or leased by **you** are uploaded to the database and updated on a regular basis. If **your policy** is subject to Immediate Declaration, **we** will upload the **vehicle** details to the database.

## 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** as specified in the current **certificate of motor insurance**
- any **vehicle** hired, lent, or leased to **you**
- 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:

- €30,000,000 in respect of a **vehicle** which is a **private car** or estate car

- €2,600,000 in respect of any other **vehicle**.

Subject to prior agreement by **us**, **we** will pay for:

- solicitor's fees for representation at a coroner's inquest or in a Court of Summary Jurisdiction
- the cost of defence against a charge of manslaughter or causing death or serious bodily injury by dangerous driving
- 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**:

- is not driving the **vehicle** or is not in charge of such **vehicle**
- is not entitled to indemnity under any other policy
- acts as though they were the **insured** and observes, fulfils and is subject to the terms, exclusions, and conditions of this **policy**.

### **Third Party Insurance – 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 **drivers** aged 23 years or older and is limited to a maximum payment of €1,275. Once the maximum limit has been paid, the **insured** will be responsible for any further costs and/or expenses and **we** may relieve ourselves of any further liability or obligation for such legal services.

## **INSURING CLAUSES (continued)**

### **Section 1 – Exclusions**

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 **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 – Loss or damage by fire or theft**

**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.

The most **we** will pay in respect of any claim under this section will be the **market value** immediately before the loss or damage. **You** are not covered for a courtesy vehicle while **your vehicle** is being repaired for windscreen and/or glass damage. Please refer to the “Windscreen Cover” section under the Standard Benefits section of this **policy** for more information.

**We** will pay to replace **accessories**, spare parts or **audio equipment** which are part of the manufacturer’s specification for **your vehicle**. Where **accessories**, spare parts or **audio equipment** are not part of the manufacturer’s specification, **we** will pay up to a maximum amount of €1,250.00 in respect of any one occurrence once reported to **us** and after proof of purchase has been received. The **policy** excess will apply.

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

### **Section 3 – Accidental damage to your vehicles**

**We** will pay for loss of or accidental damage (including vandalism) to **your vehicle** and its **accessories** or spare parts (including windscreen and glass breakage) while in or on the **vehicle** other than loss or damage described in Section 2. **You** are not covered for a courtesy vehicle while **your vehicle** is being repaired for windscreen and/or glass damage. Please refer to “Windscreen Cover” under Standard Benefits for more information.

The most **we** will pay for any claim under this section will be the **market value** immediately before the loss or damage was caused.

## **INSURING CLAUSES (continued)**

**We** will pay to replace **accessories**, spare parts or **audio equipment** which are part of the manufacturer’s specification for **your vehicle**. Where **accessories**, spare parts or **audio equipment** are not part of the manufacturer’s specification, **we** will pay up to a maximum amount of €1,250.00 in respect of any one occurrence once reported to **us** and proof of purchase has been received. The **policy** excess will apply.

### **Section 2 and Section 3 – Exclusions**

**We** will not pay for:

1. losses **you** sustain through not being able to use **your vehicle**, including the cost of hiring another **vehicle**
2. depreciation, wear, and tear, mechanical, electrical, electronic or computer failures, breakdowns, breakages, failures, or malfunctions
3. the whole cost of any repair or replacement that leaves **your vehicle** in a better condition than before the loss or damage
4. damage to tyres caused by braking or punctures, cuts, or bursts

5. loss or damage to any **vehicle** other than a **private car** or **light commercial vehicle** arising from any event occurring outside the territorial limits
6. 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
7. loss or damage as a result of the **vehicle** being filled with incorrect fuel type/lubricant
8. 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**
9. loss or accidental damage to any modifications unless they form part of the manufacturer's standard specification or are optional extras that **we** have agreed to cover
10. loss or accidental damage resulting from a deliberate act caused by **you** or any other person(s) insured
11. a courtesy vehicle while **your vehicle** is being repaired for windscreen and/or glass damage
12. loss or damage described in Section 2 if it is as a result of:
  - (a) any loss where the theft is not reported to An Garda Síochána/Police
  - (b) damage to keys or similar devices because of mechanical or electrical breakdown, failure, or malfunction.

Please also refer to the general exclusions section of this **policy**.

## **STANDARD BENEFITS**

### **1 Allianz fleet breakdown assistance**

Cover for **private cars** and **light commercial vehicles** only.

#### a) Driveway and Roadside Assistance

Emergencies covered:

- mechanical or electrical breakdown, for example a flat battery
- a puncture or wheel change that **you** or any **driver** need help with
- keys broken in locks or keys locked in **your vehicle**
- loss or theft of keys
- **your vehicle** being filled with incorrect fuel type or lubricant
- **your** car being involved in an accident
- **your** car runs out of fuel, or **your** electric **vehicle** runs out of battery charge.

Benefits:

- (i) **We** will send a competent repairer, towing agent, or both to assist **you** or any **driver** at the breakdown site

- (ii) **We** will cover the cost of towing **your vehicle** to the nearest repairer or to **your** own garage, whichever is closest. The maximum distance covered for this towing benefit is 50KM or 30 miles from the location of **your** breakdown. In the unlikely event that there are no repairers within a 50km/30-mile radius of **your** breakdown location, **you** may have to pay additional mileage charges
- (iii) **We** will cover the cost of towing **your** car to the nearest petrol station or, in the case of **your** electric **vehicle**, to the nearest electric **vehicle** charge point or **your** home charge point, whichever is closest
- (iv) **We** will send up to two messages to family members or **business** contacts on **your** behalf.

b) Journey Continuation - Republic of Ireland and Northern Ireland

Emergencies covered:

- Where **your vehicle** breaks down in Ireland (more than 30km/18 miles from **your** home address) and cannot be repaired at the breakdown site.

Benefits:

**We** will pay for just one of the following benefits and **we** will decide which one applies in each case:

- i) **We** will pay up to €150 or £100 to enable **you** and **your passenger(s)** to complete **your** journey
- ii) **We** will provide **you** with a free courtesy car (class A) for up to 48 hours
- iii) **We** will provide **you** with bed and breakfast accommodation where repairs mean **you** have to stay overnight. **We** will pay up to €35 or £25 for each person up to a maximum of €150 or £100 in total.

### STANDARD BENEFITS (continued)

c) Journey continuation – Great Britain

Emergencies covered:

- Where **your vehicle** breaks down in Great Britain and **your vehicle** cannot be repaired at the breakdown site.

Benefits:

- i) **We** will provide a courtesy car (class A) for up to 48 hours, to a maximum benefit of €150 or £100
- ii) When repairs have been conducted on **your vehicle** in Great Britain, **we** may, with **your** agreement, make arrangements for **you** to travel and collect it from the repairing garage
- iii) Where **your vehicle** cannot be repaired prior to **your** departure date, **your vehicle** will be towed to **your** departure port. In such circumstances, arrangements will be made to repatriate **your vehicle** to Ireland and for it to be towed to the nearest competent repairer or to **your** own garage, whichever is closest. The ferry company may insist that **you** accompany **your vehicle** on its homeward journey. In such circumstances **you** are required to provide **us** with details of **your** return ferry ticket.

If **you** have one of the breakdown emergencies listed above, please contact **our** claims notification service (see the Claims Procedure section of this **policy** for the relevant contact details).

Please note the following terms and conditions apply to the Allianz fleet breakdown assistance service:

- a) This benefit is only available for **vehicles** up to a maximum of 3.5 tonnes gross **vehicle** weight with comprehensive cover
- b) **We** will provide a maximum of 4 callouts in any one 12-month **period of insurance** per **vehicle**
- c) Cover is restricted to **private cars** and **light commercial vehicles** including those hired, lent, or leased to the **insured**
- d) The cost of draining or removing contaminated or incorrect fuel type or lubricant is not covered. However, **we** will tow **your vehicle** to the nearest garage (max 50km/30M) for assistance. **You** will have to pay for any work conducted
- e) **You** can only get breakdown assistance for the emergencies listed under this benefit. If **you** are claiming for incidents such as an accident, glass breakage, fire damage or attempted theft, assistance will be provided by **our** claims notification service (see the Claims Procedure section of this **policy** for the relevant contact details)
- f) If **your vehicle** breaks down due to a fault with the **vehicle** and **you** avail of breakdown assistance, **you** must ensure that the fault is fixed. Unless **you** fix the fault, **you** cannot get further assistance within two working days of the previous callout
- g) **We** will not be responsible for any expense **you** incur without **our** prior approval or agreement
- h) Once **you** have contacted **us**, **you** are only entitled to avail of journey continuation benefits if **we** have provided assistance, and **your** car is not repairable at the breakdown site
- i) **You** must be present at **your vehicle** when the repairer arrives. If **you** are not present at **your vehicle** and **we** cannot assist **you**, **you** will have to pay for any further assistance
- j) When **your vehicle** has been delivered to a repairer, **you** must pay the costs of repairs and the cost of any replacement parts

#### **STANDARD BENEFITS (continued)**

- a) **Your vehicle** must be kept in a roadworthy condition, and **you** must make sure that it is maintained in line with the manufacturer's requirements
- b) If **you** are unfamiliar with the area where the breakdown has occurred and **you** do not know the location of the nearest repairer, **we** can request that the attending agent provides this information for **you**. Please be aware that this is for information only and is not a recommendation. Once recovery of **your vehicle** is completed, **we** do not provide any further assistance
- c) Where **you** have broken down in Great Britain, **we** will not be responsible for the cost of returning **your vehicle** to the island of Ireland in circumstances where the estimated cost of return and/or storage exceeds the current Irish **market value** of **your vehicle**
- d) The Allianz fleet breakdown assistance service covers Republic of Ireland registered **vehicles** on the islands of Ireland and Great Britain
- e) Breakdown assistance does not cover **you** for recovery which requires specialist equipment
- f) The onward travel or delivery of passengers or goods that **you** are carrying in a commercial capacity at the time of breakdown is not covered under the Allianz fleet breakdown assistance service
- g) The provision of the courtesy vehicle is subject to availability and if **we** are unable to provide **you** with one, **you** are entitled to avail of the other journey continuation benefits offered by this service. However, the cost of all onward travel must be agreed with **us** first
- h) If **you** avail of a courtesy vehicle, it is **your** responsibility to ensure **you** meet the requirements of the rental company
- i) The courtesy vehicle is for the use of the **insured** as per the **policy** terms and conditions
- j) If the courtesy vehicle is due to be returned at a time when the rental company is closed, please note that **you** may be required to return it earlier. If **you** are not in a position to return the vehicle earlier,

**you** may be charged additional rental to cover the period beyond **your** 48-hour allowance provided under the terms of **your policy**.

## 2. **Windscreen cover**

**We** will pay for the repair or replacement of glass that has been broken in the windscreen, windows, and sunroof (other than panoramic roof glass) of **your** car, including any scratching of the bodywork and recalibration of the windscreen directly resulting from such breakage. A claim must be registered on **your policy** to avail of this benefit.

**We** have an approved windscreen repairer network. **We** recommend that **you** use an approved repairer. To notify **us** of a windscreen claim, please contact **our** claims notification service (see the Claims Procedure section of this **policy** for the relevant contact details).

**We** may decide to use suitable parts or **accessories** which are not supplied by the original manufacturer.

A claim payment under this benefit will not be subject to the **policy** excess.

This benefit does not cover the provision of a courtesy car.

## **STANDARD BENEFITS (continued)**

### 3. **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.

### 4. **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 have purchased the **vehicle** under a hire purchase agreement. **We** will not replace **vehicles** that are subject to a leasing agreement or contract hire agreement. **We** must reach agreement with any interested hire purchase company to the extent of their legal entitlement. This benefit is only for **vehicles** that are **private cars** or estate cars having a dual-purpose body.

### 5. **Replacement locks, vehicle keys, key cards, and lock transmitters**

**We** will pay up to a maximum of €750 towards the cost of replacing and/or recoding locks, keys, or similar devices for **your vehicle** if they are stolen:

- a) from **your** premises or **your** permanent or temporary residence as a result of forcible entry or exit
- b) arising out of an assault or threat of violence on any authorised key holder.

**We** will not pay for:

- any loss where the theft is not reported to An Garda Síochána/Police
- damage to keys or similar devices as a result of mechanical or electrical breakdown, failure, or malfunction.

**6. Personal effects and clothing cover**

**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:

- a) **our** total liability will be limited to €500 in respect of any one occurrence. The **policy** excess does not apply to this benefit
- b) 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, exclusions, and general exclusions of **your policy**
- c) the property is stored in the locked boot or closed compartment at the time of the loss and that **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).

## STANDARD BENEFITS (continued)

### 7. Personal Accident Cover

Where any **driver** of an insured **vehicle** suffers injury by accidental, external, violent, and visible means, **we** will, at the **insured's** request, pay to the **driver** or their legal personal representatives the following benefits, provided that the injury (independently of any other cause and within three months) results in:

Item	Description	Benefit
1	Death	€13,000
2	Complete and permanent loss of sight in one or both eyes	€13,000
3	Loss by severance of one or more limbs at or above the wrist or ankle	€13,000
4	Permanent total disablement (as defined below)	€13,000
5	Temporary total disablement (as defined below)	€60 per week for up to 50 weeks (excludes the first 14 days)
6	Medical, surgical and hospital fees and cost of medical appliances necessarily incurred (as defined below)	€130 per week for up to 10 weeks

Provided that:

- a) in respect of items 1 to 4 above, the total amount payable will not exceed €13,000
- b) no benefit will be paid until the total amount has been ascertained and agreed. However, payment may be made for temporary total disablement, subject to receipt of an invoice after a period of eight weeks has elapsed
- c) no benefit will be paid to the **driver of your vehicle** arising out of an accident where he/she:
  - i) was convicted, or a prosecution is pending, under any road traffic legislation relating to the level, concentration or quantity of alcohol or drugs in their body
  - ii) following a postmortem examination is found to have a higher level, concentration or quantity of alcohol or drugs in their body than is permitted by the road traffic legislation of the territory where the accident occurred
  - iii) is not permitted to drive as defined in the current **certificate of motor insurance**
- d) detailed accounts, receipts and other adequate documentation is given to **us** in respect of any claim for reimbursement under item 6 above.

Permanent total disablement:

- Means permanent inability to perform or deal with any business, profession, or occupation.

Temporary total disablement:

- Means the temporary inability to perform any part of **your** usual **business** or occupation. Where an injured person has no occupation, business, or profession from which they receive a salary, has retired, is a student or is unemployed, this benefit will only be paid for the period the person spent as an in-patient in hospital and otherwise it is at **our** discretion based on the medical evidence provided.

Medical, surgical & hospital fees:

- Means in-patient care for a period of more than seven consecutive days in an institution which has facilities for diagnosis, treatment and major surgery and has accommodation for persons as

## STANDARD BENEFITS (continued)

in-patients. It does not include a long-term nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence, rehabilitation, or other similar function.

#### 8. 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** or used by an employee of the **insured**, provided that such person observes, fulfils and is subject to the terms, conditions, 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.

#### 9. 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, and exclusions of this **policy** as though such owner is the **insured**
- c) such **vehicle** is being driven by or is in the custody or control of any **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.

#### 10. 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.

#### 11. Tool of trade 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 special type **vehicle** or any plant attached to an insured **vehicle** whilst 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 legislation, **we** will not pay claims:

- a) directly or indirectly caused by or resulting from subsidence, flooding, water pollution and/or damage to pipes or cables including fibre optic cables
- b) 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**
- c) where there is another policy covering the same loss.

#### 12. 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.

### STANDARD BENEFITS (continued)

#### 13. 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 insured **vehicle** under this **policy**.

#### 14. Customs duty

If **your vehicle** is lost or damaged within the territorial limits and **you** have paid customs duty, **we** will also refund the customs duty if **we** cover the loss or damage to **your vehicle**. This extension applies to **vehicles** with Third Party Fire and Theft cover and Comprehensive cover only.

#### 15. Indemnity to principal

Under third party liability (Section 1 of this **policy**), **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:

- a) 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**
- b) the principal is not entitled to indemnity under any other policy
- c) the principal must, as though they were the **insured**, observe, fulfil and be subject to all the terms, exclusions, and conditions of this **policy**.

**We** will not be liable for:

- 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
- injury to the person of the principal or to property belonging to or held in trust by or in the custody or control of the principal
- liability which arises other than through the negligence of the **insured** or an employee of the **insured**.

#### 16. Electric vehicle (EV) specific cover

If **your** car is an electric **vehicle** or a plug-in hybrid electric **vehicle**, the following covers are tailored specifically for **your** car:

- a) **We** will cover **your** liability as outlined in Section 1 of this **policy** while **your** charging cable is in use
- b) Where fire and theft cover has been selected, **we** will pay for loss of or damage to **your** EV charging cable as a result of fire, theft or attempted theft as outlined in Section 2 of this **policy**
- c) Where accidental damage cover has been selected, **we** will pay for loss of or damage, other than loss or damage described in Section 2, to **your** EV charging cable as a result of accidental damage as outlined in Section 3 of this **policy**.
- d) In the event of an accident, fire, or theft of **your** EV, **we** will pay any outstanding balance or costs associated with a leased battery subject to the cover **you** have selected on **your policy**
- e) If **you** have selected comprehensive cover, breakdown assistance is automatically included in **your** cover. If **your** EV runs out of battery charge, **we** will cover the cost of towing **your** EV to the nearest EV charge point or **your** home charge point, whichever is closest.

### GENERAL EXCLUSIONS

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 Principal."
3. any injury, loss or damage directly or indirectly caused by or contributed to by or arising from:
  - a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
4. 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.

For the purpose of this exclusion, an Act of Terrorism means any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

This exclusion applies to any liability, loss, damage, cost, or expense directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing or in any way relating to (a) and/or (b) above.

If **we** allege that by reason of this exclusion, any liability, loss, damage, cost, or expense is not covered by this **policy**, the burden of proving the contrary shall be upon the **insured**.

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

5. 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.

#### **GENERAL EXCLUSIONS (continued)**

6. loss, destruction, or damage directly caused by pressure waves as a result of aircraft or other aerial devices travelling at sonic or supersonic speeds.
7. injury, loss, or damage caused by earthquake, riot, or civil commotion.
8. 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**.
9. any injury, loss or damage occurring while any **vehicle** which is covered by the **schedule** of this **policy** 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

unless specifically agreed in writing and endorsed under this **policy**.

- 10. 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.
- 11. loss of or damage to, or theft or attempted theft of, **your vehicle**, its **accessories**, or spare parts where a satellite tracker device is installed as **our** requirement or in exchange for a premium reduction unless the satellite tracker device is operational and maintained in accordance with the supplier's recommendations.
- 12. any liability cover or benefit for any business or activity to the extent that the provision of such cover, payment of any claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, United Kingdom, or United States of America and/or any other applicable national economic or trade sanction law or regulations.

## CLAIMS PROCEDURE

**You** must report to **us** any incident resulting in injury, loss, or damage as soon as possible after the event. If **you** need to report an incident or make a claim, please contact **our** Claims Notification Service using the phone numbers below and they will go through a step-by-step guide with **you**:

Republic of Ireland: 01 613 3990

Outside of the Republic of Ireland: 00 353 1 613 3990

Please have **your policy** number, details of what happened, the time and date of the incident and **your** contact information to hand.

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

In the event of an accident, **you** should obtain and provide **us** with 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 or photographs 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 forms **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, Injuries Resolution Board (formerly PIAB) documentation or other documents
6. provide the registration number and insurance details of **your vehicle** to any other party involved and also to An Garda Síochána/Police if requested
7. report the accident to An Garda Síochána/Police if any person is injured, regardless of whether they attend the scene or not.

If **you** fail to abide by any of the above, **we** reserve the right not to 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 Republic of Ireland, **you** must report it to **us** and to the Motor Insurers Bureau of Ireland (contact details below):

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 PROCEDURE (continued)**

### **Getting your vehicle repaired**

**You** are entitled to have **your vehicle** towed to the nearest capable repairer in the event of an accident. If **you** use an Allianz Aligned repairer, **we** will arrange this for **you**. This towing service is available 24 hours a day, 365 days a year. If **you** do not avail of the Aligned Repairer service, **you** will need to arrange towing, and **we** will pay reasonable costs towards this as part of **your** claim.

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

This service does not apply if **your vehicle** breaks down. This is covered separately under **our** breakdown assistance service. Please refer to the Standard Benefits section of this **policy** for details.

## Benefits of using an Allianz Aligned Repairer

If **you** are using this service, **we** will:

- arrange and pay the cost of removal to the nearest Allianz Aligned Repairer in the event that **your vehicle** is immobile as a result of loss or damage
- store **your vehicle** free of charge
- provide **you** with a courtesy car\* for up to a maximum of 5 days if **your vehicle** has been involved in an accident or damaged by fire and up to 14 days if **your vehicle** has been stolen and remains unrecovered. The courtesy car\* is a class A car and is not a 'like for like' replacement
- settle directly with **our** Aligned Repairer 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 the repairer before **your vehicle** is released.

The full list of **our** Allianz Aligned Repairers is available on **our** website. Please note that this list is subject to change.

## Not using an Aligned Repairer

If **you** are not using an Allianz Aligned Repairer, **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
- pay for the storage of **your vehicle** for up to 3 days at the prevailing market rate
- if **your vehicle** is deemed a write-off, **we** will pay for the cost of a courtesy car\* for up to 5 days. The courtesy car\* is a class A car and is not a 'like for like' replacement
- If **you** choose, **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.

Every effort will be made to supply **you** with a courtesy car, but this is not guaranteed.

\*Courtesy car - it is **your** responsibility to ensure **you** meet the requirements of the rental company and abide by the terms and conditions that apply. The courtesy car is to be used for social, domestic and

## CLAIMS PROCEDURE (continued)

pleasure purposes and for **your** business use only and may not be operated by **you** for the carriage of passengers for hire and reward.

### Claims payment

In the context of any claims that **we** may pay under Sections 2 and 3 of this policy, 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.

**We** may decide to use suitable parts or accessories which are not supplied by the original manufacturer. If **we** settle a claim as a vehicle write-off, **we** reserve the right to own the salvage.

### **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 or Section 3 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** and only one excess will be applied.

## **CONSUMER INFORMATION**

### **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 and email: 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**.

#### 5. Governing law

**You** and **we** may choose the law applicable to this contract. It is hereby agreed that Irish Law governs this contract 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 dispute resolution clause of this **policy**.

#### 6. Default

Non-payment of **your** premium or part thereof (including where **you** are using **our** Direct Debit facility) or breach by **you** of certain conditions of this **policy** may lead to this **policy** being revoked or cancelled in accordance with the relevant terms and conditions of this **policy**.

#### 7. Right of withdrawal

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

- a) the starting date of cover, or
- b) the date on which **you** receive the full terms and conditions of this **policy**.

Withdrawal effectively means that no **policy** was ever in place. **You** may exercise this right by giving notice in writing to **us** (see **our** contact details above) or **your** intermediary, quoting **your policy** number. Should **you** exercise this right, **we** will refund **you** the premium **you** have paid but only after the Allianz **certificates of motor insurance** and Insurance Discs have been returned to **us** or **your** intermediary. Please note that the right of withdrawal does not apply if the **period of insurance** is less than one month.

#### 8. Complaints

**We** aim to deliver the very highest standards of customer service. If **you** have a complaint, please contact **our** Chief Customer Officer (see **our** contact details above) with **your policy**/quotation number and the relevant details.

## CONSUMER INFORMATION (continued)

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

- a) 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

- b) 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).

### 9. Compensation

Please note that in the event of **us** being unable to pay a claim, **you** may be entitled to compensation from the Insurance Compensation Fund in Ireland.

### 10. Call Recording

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

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