



Motor Insurance Policy

Motor Insurance

Allianz 

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Important: Cover will only apply in respect of those sections which you have selected

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Introduction - Your Policy

This document, in conjunction with **your** Statement of Fact or the Proposal Form which **you** have signed, **your schedule**, declaration and **endorsements** form the basis of **your** contract with **us** and **your policy** has been set up based on the information **you** have provided.

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

1. The information detailed on **your** Statement of Fact or **your** Proposal Form is correct and complete, to the best of **your** knowledge.
2. Any person insured has complied with all terms, conditions, exceptions and general exceptions of this **policy**.

Please refer to the section headed 'General Policy Conditions' in this **policy** for additional important information on this.

Your policy is made up of the following documents:

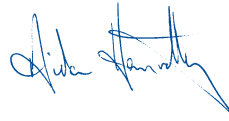
1. **Your** Statement of Fact or **your** Proposal Form
2. **Your** schedule

3. This **policy** document
4. Declaration
5. Any **endorsement** which **we** may issue to **you**

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

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

Signed of behalf of **the company**



Aidan Hanratty
Director Underwriting

This **policy** is underwritten by Allianz p.l.c.
Registered Office: Allianz House,
ElmPark, Merrion Road, Dublin 4.
Our branch trading address is Allianz
p.l.c, 3 Cromac Quay, The Gasworks,
Ormeau Road, Belfast, BT7 2JD.

Definitions

Audio Equipment – means audio, telephone, navigational, global positioning equipment or in-car entertainment.

Car - means any motor vehicle, the details of which are shown on the **schedule** and/or covered on the **certificate of motor insurance**.

Certificate of Motor Insurance - means a document that provides evidence that **you** have motor insurance cover as required by law.

Endorsement - means 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.

Excess - means the first amount that **you** are responsible for paying in the event of making a claim. This amount is deducted from the total claim settlement figure.

Market Value - means the amount **you** could reasonably expect to pay for **your** vehicle had **you** bought it immediately prior to the loss or damage.

Misrepresentation – means where an individual provides inaccurate, misleading or incomplete information.

Period of Insurance – The period of this contract of insurance as specified in **your schedule/renewal notice**.

Policy - means the contract of insurance based on the statement of fact/proposal form, **schedule, policy** document, declaration and any **endorsements** we may issue.

Schedule - means a document which details the cover provided by the **policy, endorsements** operative and **your** details. This document forms part of **your policy**.

Spouse/Partner - means husband, wife or partner of the Insured who are co-habiting and sharing household expenses or responsibilities.

Total Loss – means where the **car** is considered to be either a statutory or financial write-off by a suitably qualified assessor.

A statutory write-off means that the **car** is no longer fit to return to the road and should be either destroyed or rendered for parts.

A financial write-off means that the **car** can be repaired to a safe condition but the cost of repairs renders it uneconomical to do so.

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

You/Your - means the person named as the Insured or Policyholder in the **schedule** and **certificate of motor insurance**.

Territorial Limits

This insurance shall operate in terms of this **policy** in respect of private cars in the following countries: Northern Ireland, Republic of Ireland, Great Britain, the Isle of Man and the Channel Islands.

Your policy is automatically extended to cover **you** to travel to or in any European country and any other country which has made arrangements to meet the minimum insurance requirements set by the European Union, for up to 60 days in any **period of insurance**.

The insurance also operates during the course of sea transit, Channel Tunnel transport or rail transport (including loading and unloading).

We will also provide the minimum legal insurance required by law to use the **car** in any other country which has made arrangements to meet the minimum insurance requirements set by the European Union.

Cover

Your **schedule** shows the cover **you** have selected.

If your cover is:	You have the benefit of
Comprehensive	The entire policy
Third party, Fire and Theft	The entire policy excluding section 3
Third Party	The entire policy excluding sections 2 & 3

Person(s) Insured:

1. **You**.
2. Any person permitted to drive as stated in the **certificate of motor insurance** except a person in the motor trade driving the **car** for the overhaul, upkeep and/or repair for **you**.
3. Any person using (but not driving) **your car** with **your** permission for social, domestic and pleasure purposes.

Territorial Limits (Continued)

4. Any passenger travelling in or getting into or out of **your car**.
5. **You** or **your spouse's** employer or business partner if stated in the **certificate of motor insurance** provided the **car** is not owned, leased or hired by the employer or partner.
6. The legal personal representative of any of the above person(s) (following the person's death) but only in respect of the deceased's liability.

General Policy Conditions

Paying your premium

We will provide the cover **you** have selected, as shown on **your schedule**, in return for **your** annual renewal premium or any additional premium which becomes due.

Premium paid in full

If **you** decide to pay **your** annual renewal premium in full, **you** must make sure that **we** receive the payment on or before **your** renewal date.

Paying your premium by monthly direct debit

If **you** are paying **your** premium by instalments **you** must keep **your** payments up to date. If **you** fail to do so **we** may withdraw this option, request payment in full or cancel **your policy**. Refer to **your** direct debit guarantee for full terms and conditions.

In the event of a claim in the current **period of insurance**, the full annual premium becomes due. **We** reserve the right to deduct any outstanding premium from any claim payment **we** may make to **you**.

Duty to take reasonable care - Continuing Obligation

When arranging this insurance over the phone, via our website or through **your** insurance intermediary **you** declared that the answers **you** provided 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 inaccurate, misleading or incomplete information.

You acknowledged the importance of 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**.

You accepted that **you** have a continuing obligation to contact **us** immediately if any of the answers to any of the questions have changed or if they change throughout the life of the **policy**.

Please note that this document in conjunction with **your policy** document, **schedule**, declaration and **endorsements** form the basis of **your** contract with Allianz. If any answer has been provided by a person other than **you**, **you** agree that such person shall be **your** agent and not an agent of Allianz.

Please read this document carefully and check that all the details in it are accurate. If any information is inaccurate or incomplete **you** must notify Allianz or **your** insurance intermediary immediately.

You must tell us if:

1. **You** change **your car**
2. **You** buy or take ownership of another **car**
3. The main driver of **your car** changes

General Policy Conditions (Continued)

4. **You** wish to cover an additional driver
 5. **You** require cover on a temporary **car**, other than as shown in **your certificate of motor insurance**
Note: **You** must tell **us** if **you** are the owner of the temporary **car**
 6. The **car** has been modified or altered in any way from the manufacturer's specification. This would include changes to the engine, exhaust, suspension, the addition of body parts/body kit, wheels and specialised paintwork
 7. **You** change **your** address or where the **car** is kept overnight
 8. There is a change of use of the **car**
 9. **You** or any other person insured change occupation – full and part time
 10. **You** intend to travel to any country not referred to in the territorial limits, or if **your** intended period of travel is more than 60 days
 11. **You** or any other person insured change their type of driving licence and/or pass their driving test
 12. There is a change in the health of or the diagnosis of a condition of **you** or any other person insured which is notifiable to the Driver & Vehicle Licensing Agency (DVLA). **We** may require confirmation that **you** or any other person insured is fit to drive from a General Practitioner or the DVLA
 13. **You** or any other person insured have been involved in a motor accident or claim
 14. **You** or any other person insured has any motor prosecution pending, been convicted of a motor offence, been disqualified from driving or had fixed penalty points applied
 15. **You** or any other person insured has been convicted of a criminal offence or if there is any prosecution pending
- This is not a full list and if **you** are in any doubt, **you** should contact **us**.
- When **you** tell **us** about the change, it may result in a change to the **policy** conditions and premium.
- If **you** or anyone acting on **your** behalf:
- Knowingly makes a false statement to **us**
 - Knowingly sends **us** false or fraudulent documents
 - Obtains cover by any **misrepresentation** or misdescription
- We** may take one or more of the following actions:
- Declare **your policy** void from the inception date. In other words, the **policy** will be treated as if it never existed
 - Invoke the cancellation clause of this **policy**

General Policy Conditions (Continued)

- Cancel **your policy** from the date of the **misrepresentation**
- Not return any premium to **you**
- Apply terms and conditions to **your policy** or restrict cover
- Apply a **policy** loading or recalculate **your** premium which will result in an additional premium due to **us**
- Delete a driver or a vehicle which was the subject of the **misrepresentation**
- Refuse to pay a claim
- Recover from **you** the total amount of any claim already paid under that **policy** including any recovery costs
- **policy** will be treated as if it never existed
- Invoke the cancellation clause of this **policy**
- Cancel the **policy** from the date on which the fraud was identified
- Cancel the **policy** with immediate effect
- Not return any premium to **you**
- Recover from **you** the total amount of any claim already paid under the **policy** including any recovery costs
- Inform the appropriate law enforcement authorities of the circumstances

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

If **we** take any of the above actions **you** will also lose all rights to pursue the claim.

Claims Fraud

If **you** or any other person insured:

- Make a claim which is in any way false, inflated, exaggerated, or fraudulent
- Support a claim with false, inflated, exaggerated or fraudulent documentation
- Provide a fraudulent verbal or written statement
- **Misrepresents** relevant information

We may take one or more of the following actions:

- Declare the **policy** void from the inception date. In other words, the

Driving Licences

You or any other person insured must obey the conditions of **your** driving licence. This includes conditions in relation to the class of vehicle **you** are licenced to drive, the requirement to be accompanied by a qualified driver (if **you** hold a provisional licence), and any other condition or restriction that may apply. If **you** or any other person insured fail to obey the conditions of **your** driving licence, **we** may:

- Declare **your policy** void from the inception date. In other words, the **policy** will be treated as if it never existed

General Policy Conditions (Continued)

- Invoke the cancellation clause of this **policy**
- Apply terms and conditions to **your policy** or restrict cover
- Delete a driver who has failed to obey the conditions of their driving licence from the inception date. In other words, no cover will have been provided for that driver
- Refuse to pay a claim
- Recover from **you** the total amount of any claim already paid under the **policy** including any recovery costs, where it comes to light the driver at the time of the incident, did not obey the conditions of their driving licence

Other Insurance

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 (Exceptions to Section 1).

Rights of Recovery

If the law requires **us** to pay a claim which would not otherwise be covered by **your policy**, **we** reserve the right to recover the amount from **you** or the person on whose behalf **we** make the payment.

Deferment Clause - Motoring Offences

If **you** or any other person insured are convicted of an offence just before the next renewal, it may not have been reflected when calculating the renewal terms and premium. If this happens, **we** may choose to treat the offence as if it happened during the period of cover which is shown on the renewal **schedule**.

Deferment Clause - Claims

If a claim is made just before the next renewal of **your policy**, this may not be reflected in **our** offer for **you** to renew cover. If this happens, **you** can ask **us** to change **our** offer of renewal, or wait until the following renewal date for that claim to be taken into account.

Looking after your car

You must take all reasonable care to:

1. Safeguard **your car** from loss or damage and prevent injuries.
2. Maintain **your car** in a roadworthy condition, make sure that lights, mirrors and braking systems are working correctly and, where necessary, make sure that the **car** has a valid Ministry of Transport (MOT) certificate.
3. Fit tyres appropriate to the **car**, and make sure that tread depths comply to the legal limit

General Policy Conditions (Continued)

4. Make sure **you** do not leave **your** ignition keys or any device of similar function in the **car** while unattended or leave **your car** unlocked
5. Make sure that the **car** is not accessible to any driver who is not insured to drive the **car** or who does not hold a valid driving licence or having held such a licence is not disqualified from holding one

If **you** do not do so, **we** reserve the right not to pay a claim or if, by law, **we** are obliged to meet a claim then **we** reserve the right to seek recovery of the payment from **you**.

The company will at all times have free access to examine the **car**.

Cancelling Your Policy

You may cancel **your policy** at any time by:

- Returning **your certificate of motor insurance** to **us** or **your** Intermediary or
- Providing **us** or **your** Intermediary with an electronic declaration of surrender in accordance with the Motor Vehicles (Electronic Communication of Certificates of Insurance) Order (Northern Ireland) 2011.

If there has not been a claim or any incident that may result in a claim

during the current **period of insurance**, **we** will refund part of **your** premium for any remaining period of cover.

We or **your** Intermediary acting with our specific authority may cancel the **policy** by giving **you** written notice to **your** last known postal and/or e-mail address. **You** must return **your certificate of motor insurance** or provide **us** with an electronic declaration of surrender in accordance with the Motor Vehicles (Electronic Communication of Certificates of Insurance) Order (Northern Ireland) 2011.

If there has been no claim or incident that may result in a claim during the current **period of insurance**, **we** will refund part of **your** premium for any remaining period of cover unless the reason for cancellation is as detailed in the General Policy Conditions of this **policy** and **we** are entitled to keep the premium.

Regardless of which party cancels the **policy**, if there has been a claim during the **period of insurance** **we** will return no premium.

If the **company** has agreed to accept payment of premium for this **policy** by monthly direct debit payments then in the event of non- payment of any monthly payment on its due date the **company** can cancel this **policy** by giving written notice to **your** last known postal and/or e-mail address and following expiry of this notice the **policy** will be automatically cancelled. **The**

General Policy Conditions (Continued)

company will be entitled to payment of the premium proportionate to the **period of insurance** and in the event of a claim during the current **period of insurance** the **company** will be entitled to the full premium.

Suspending your policy

You may suspend **your** cover, by returning the **certificate of motor insurance** or an electronic declaration of surrender in accordance with the Motor Vehicles (Electronic Communication of Certificates of Insurance) Order (Northern Ireland) 2011 to **us** with written confirmation that **you** wish to do so.

We will allow a refund of 80%, if the cover is totally suspended or 75% if cover is suspended excluding fire and theft, of the premium for the period the **policy** is suspended provided:

1. **Your policy** is suspended for a minimum of six consecutive weeks
2. **You** did not make a claim during the current **period of insurance**
3. **Your policy** is not suspended as a result of an accident or loss
4. **Your policy** is not issued or renewed for less than 12 months

If **you** pay **your** premium by monthly direct debit **you** must continue **your** payments during any period of suspension.

Arbitration

All differences arising out of this **policy** 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.

You may not take legal action against **us** over the dispute before the Arbitrator has reached a decision.

This does not affect **your** right to refer any claim or query to the office of the Financial Ombudsman.

Section 1

Third Party Insurance

We will pay if **you** or any other person insured becomes legally liable for damages in respect of:

- death or bodily injury or disease to any person
- damage to property

arising from the use of:

- **your car** as specified in the current **certificate of motor insurance**
- a trailer whilst coupled to **your car** as specified in the **current certificate of motor insurance**, but excluding any mobile home or permanently sited temporary dwelling.

The maximum we will pay for property damage will be limited to £20 million in respect of any claim or number of claims arising out of any one accident and/or incident.

Costs and Expenses

We will pay:

Costs and expenses recoverable by any claimant for any claim which indemnity is provided for by this section.

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

1. Solicitor's fees for representation at a coroner's inquest or fatal injury or in a Court of Summary Jurisdiction.
2. The cost of defence against a charge of manslaughter or causing death or serious bodily injury by dangerous driving.
3. Other costs and expenses which are legally recoverable.

Emergency Treatment

We will pay for emergency treatment charges as required by road traffic legislation.

A payment made for emergency treatment will not affect **your** No Claim Bonus.

Exceptions to Section 1

Other than what is necessary to meet the requirements of the road traffic legislation, **the company** will not be liable for:

1. Damage to property belonging to, or held in trust by, or in the custody or control of the person(s) insured.
2. Damage to property stored in or being conveyed by the **car**.
3. Damage to any **car** being driven or used by the person(s) insured.

Section 1 (Continued)

4. Damage or injury caused by any person who is insured to drive **your car** under another motor insurance **policy**.
5. Death or bodily injury to any person arising out of or in the course of their employment.
6. Death or bodily injury to anyone who is driving, or is in charge for the purpose of driving the **car**.

Also see General Exceptions applicable to this policy

Rights of Recovery

If any law requires **us** to pay a claim which would not otherwise be covered by **your policy**, **we** reserve the right to recover the amount from **you** or the person on whose behalf **we** made the payment.

Section 2

Loss or damage to your car by fire or theft

We will pay for loss of or damage to **your car** and its accessories or spare parts caused by fire, lightning, explosion, theft or attempted theft.

The maximum amount **we** will pay in respect of any claim for loss or accidental damage will be the **market value** immediately prior to such loss or damage.

We will pay for the cost of replacing accessories, spare parts or **audio equipment** which form part of the manufacturer's specification for **your car**. Where accessories, spare parts or **audio equipment** do not form part of the manufacturer's specification, **we** will only pay for the cost of replacing these items if **you** have notified the change to **us** and **we** have agreed to provide cover.

Cover for **audio equipment** is limited to £500 for one claim, unless the equipment is part of the manufacturer's specification.

Your car must be missing for 14 days after **we** have been notified before **we** will consider it lost by theft.

In the event of a claim for the theft of a **car**, **we** will request the keys or any device of similar function of the **car** from the registered owner. Failure to provide the keys may have an impact on any claim **you** make under this section of the **policy**.

Excess Applicable

You will be responsible for the amount of the **excess** stated in the **schedule** whether or not **you** are at fault for the loss or damage.

Customs Duty

If **your car** is lost or damaged within the territorial limits and **you** are charged customs duty, **we** will also refund the customs duty if **we** cover the loss or damage to **your car**.

Section 3

Accidental loss or damage to your car

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

The maximum amount **we** will pay in respect of any claim for loss or accidental damage will be the **market value** immediately prior to such loss or damage.

We will pay for the cost of replacing accessories, spare parts or **audio equipment** which form part of the manufacturer's specification for **your car**. Where accessories, spare parts or **audio equipment** do not form part of the manufacturer's specification, **we** will only pay for the cost of replacing these items if **you** have notified the change to **us** and **we** have agreed to provide cover.

Cover for **audio equipment** is limited to £500 for one claim, unless the equipment is part of the manufacturer's specification.

Excess applicable

You will be responsible for the amount of the **excess** stated in the **schedule** whether or not **you** are at fault for the

loss or damage. This amount is increased by £100 where **you** hold a provisional licence or full licence for a period of less than 12 months.

Additional driver excess amounts

In addition to the amount of the **excess** stated in the **schedule**, **you** will be responsible for an additional **excess**, outlined in the table below, for each and every claim under this section whether or not **you** are at fault for the loss or damage.

Exception: If loss or damage results from an incident involving an uninsured third party driver and the circumstances are such that **we** decide that the driver or person in charge of the insured **car** was not at fault, then an **excess** will not apply to **your** claim.

Customs Duty

If **your car** is lost or damaged within the territorial limits and **you** are charged customs duty, **we** will also refund the customs duty if **we** cover the loss or damage to **your car**.

Age of Additional Driver	Licence Type	Additional Excess applicable
17 to 24	Full Licence/Provisional Licence	£250
aged 25 and over	Full Licence/Provisional Licence for a period of less than 12 months	£100

Section 3 (Continued)

Exceptions to sections 2 and 3

We will not pay for:

1. Losses **you** sustain through not being able to use **your car**.
2. The cost of hiring another **car**.
3. Depreciation
4. Wear and tear
5. Repairs or replacements which improve **your car** beyond its condition before loss or damage
6. Mechanical, electrical or electronic breakdowns, failures or malfunction.
7. Damage to tyres caused by applying the brakes, road punctures, cuts or bursts
8. Loss of or accidental damage to accessories or spare parts which are mobile, portable or removable items of equipment while the **car** is unattended unless the items have been placed in the locked boot or closed compartment of the **car** and the **car** is locked
9. Loss or accidental damage resulting from any use of **your car** not permitted by the current **certificate of motor insurance** or by any uninsured driver
10. Loss or damage as a result of the **car** being filled with incorrect fuel type / lubricant.
11. Loss or accidental damage arising from:
 - a. theft or any attempted theft while the ignition keys or any device of similar function have been left in or on **your car**
 - b. loss or accidental damage arising from theft or any attempted theft whilst the **car** is not locked
12. Theft and /or unauthorised taking of the insured **car** by any member of the Insured's family unless such theft has been reported to the Police/ An Garda Síochána and they have indicated there is a prosecution pending
13. Any modifications unless they form part of the manufacturer's standard specification or are optional extras that **we** have agreed to cover
14. Broken glass in the windscreen, windows or roof of **your car**, or any scratching of bodywork resulting directly from such breakage where such damage is the only damage caused
15. **We** will not pay for loss or accidental damage arising out of an accident if **you** or any other person insured has been convicted or has a pending conviction for breath, blood or urine alcohol / drug levels above the legal limit in the road traffic legislation

Section 3 (Continued)

16. We will not pay for:
- a. The cost of importing parts or accessories from outside the European Union
 - b. The additional cost of parts or accessories over and above the price indicated in the most recent manufacturer's European list price where such parts or accessories are unobtainable or are out of stock
 - c. Any additional cost over and above the repair costs incurred in Northern Ireland

Also see General Exceptions applicable to this policy

Section 4

Standard Benefits

1. No Claim Bonus (NCB)

Every year **you** earn a No Claims Bonus **you** will receive a discount off **your** annual insurance premium. The more years No Claims Bonus earned will result in a higher discount off **your** premium (subject to **our** maximum).

If an incident occurs during the **period of insurance** which results in a claim, **your** No Claim Bonus will reduce, unless **you** have availed of **our** No Claims Bonus Protection option which is defined within the **endorsement** section of this **policy**.

Note: If **your** no claim bonus has been reduced as a result of a claim which is subsequently settled at nil, **we** will reinstate **your** bonus and refund the difference in premium.

The table below shows how **your** NCB would change at renewal and what effect a claim would have.

Any claim payment for windscreen breakage will be paid without impact on **your** No Claim Bonus entitlement. In the event a claim(s) is made under **your policy**, Allianz reserve the right to increase premiums or change **your** terms and conditions.

Years of NCB at your last renewal date	Years NCB at next renewal if a claim is made in the current period of insurance:		
	If it is the first claim in the last three years	If it is the second claim in the last three years	If it is the third (or more) claim in the last three years
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1	Nil	Nil
4	2	Nil	Nil
5 or more	3	1	Nil

Section 4 (Continued)

2. Temporary Substitutions

Sections 1, 2 and 3 of this policy are operative in respect of:

Any private **car** (excluding cars used for hire or reward) up to 1700cc, loaned to **you** for up to seven days by a garage, motor engineer, or vehicle repairer while the **car** described on **your policy schedule** is being serviced, or repaired, or having an MOT test.

3. Car Sharing

When **your car** is being used for social or similar purposes to carry passengers and **you** receive payments for this, **we** will not consider it to be using **your car** for hire or reward provided:

- a. the **car** is not constructed or adapted to carry more than eight passengers (excluding the driver)
- b. the passengers are not being carried for hire or reward purposes
- c. the total payments **you** receive for a journey do not involve an element of profit

4. New Car Replacement

We will replace **your car** with a new one of the same specification (subject to availability) if, within 12 months of its purchase as new, it is:

- a. Accidentally damaged to an extent greater than 60% of the manufacturer's last published list

- price (inclusive of Value Added Tax)
- b. Lost by theft and not recovered within 14 days of the loss being reported to **us** subject to:
 - i. the **car** being owned by **you** or being purchased under a hire purchase agreement but excluding any **car** which is the subject of a leasing agreement or contract hire agreement
 - ii. the agreement of any interested hire purchase company to the extent of their legal entitlement

5. Legal Helpline

You are entitled to use our Lawphone service which gives **you** advice on any motor related personal legal matter.

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

When **you** ring, please state that **you** are an Allianz customer and quote:
Scheme Number: 35464
Telephone: (0117) 976 1006
(Scotland): (0141) 221 8878

We will pass **your** enquiry to a legal adviser who will return **your** call.

6. Replacement locks, car keys, key cards and lock transmitters

We will pay up to a maximum of £500 towards the cost of replacing and or recoding of locks, keys or similar devices for **your car** if they are stolen:

Section 4 (Continued)

1. From **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 are stolen by deception or fraud
2. If stolen by a member of **your** family or visitor
3. If **your** temporary residence is a hotel or guesthouse and the loss is not reported to the manager or owner
4. Any loss where the theft is not reported to the Police/An Garda Síochána
5. The additional cost of importing any part from outside of the European Union
6. Any loss where the keys are recovered before locks or similar devices are replaced or re-coded

7. Vehicle Tax

We will pay the amount of the un-expired portion of the vehicle tax if **you** are unable to recover a refund from the Licensing Authority following a statutory write-off or financial write-off (which is insured under **your policy**) of **your car**.

A claim under Benefits 5, 6 and 7 will be paid without deduction of **excess** or impacting on **your** No Claim Bonus.

Policy Endorsements

The following **endorsements** apply ONLY if the **endorsement** number is shown in the **schedule** and are otherwise subject to the terms, conditions, exceptions and general exceptions of **your policy**.

Endorsement No 1 – Exclusion of accidental damage cover for provisional licence holders

We will not pay for loss or accidental damage to **your car** whilst it is being driven by or is in the charge of an additional driver who holds a provisional licence.

Endorsement No 3 – Windscreen breakage

Paragraph no 14 of exceptions to sections 2 and 3 is deleted. We will pay for breakage or repair of glass in the windscreen, windows and roof of **your car** including any scratching of the bodywork directly resulting from such breakage.

Where the claim is processed through **our** approved windscreen repair network, no limit applies.

Where the claim is not processed through **our** approved windscreen repair network, the amount **we** will pay for broken glass repaired or replaced is limited to £200 in total. Where the windscreen is replaced, an **excess** of £50 will apply.

A claim payment under this section of the **policy** will be without impact on **your** No Claim Bonus regardless of the age of the person in charge of **your car** at the time of damage.

We reserve the right to increase premiums or change the terms and conditions of **your policy** or withdraw this benefit in the event of a poor claims experience.

Endorsement No 4 – Driving other Cars

We will insure **you** in respect of legal liability, as provided under Section 1 (Third Party Insurance) whilst **you** are driving another private **car**, provided:

1. The **car** does not belong to **you** or **your** employer
2. The **car** is not hired or leased to either of the parties described above under a Hire Purchase or Leasing Agreement
3. The **car** is not the property of or in custody or control of a motor trade business of which **you** are a director, member or employee
4. The **car** is a private passenger vehicle. Cover does not extend to:
 - Vans or car-vans
 - Commercial vehicles (e.g. vans or jeeps with no seats in the back or vans adapted to carry passengers)
 - **Cars** registered outside Northern Ireland, Republic of Ireland, Great Britain, the Isle of Man and the Channel Islands
 - Cars with more than 5 passenger seats
5. The **car** has a valid MOT certificate and is compliant with road traffic legislation

Policy Endorsements (Continued)

6. **You** are not covered to drive this **car** under any other insurance policy
 7. **You** have the owners permission to drive the **car** and **you** have been using it for less than 30 days
 8. **Your car** has not been sold, disposed of or declared a **total loss**.
- **your** premium which will result in an additional premium due to **us**
 - Recover from **you** the total amount of any claim already paid under the policy including any recovery costs, arising out an incident where cover had been provided under this endorsement

Cover under this **endorsement** is limited to use within the United Kingdom and Ireland only.

If **you** fail to adhere to the provisions 1 to 8 listed above, we may:

- Remove this benefit from **your policy**
- Invoke the cancellation clause of this **policy**
- Not return any premium to **you**
- Apply a **policy** loading or recalculate

Endorsement No 6 – Additional Benefits

A. Personal Accident Benefits – Driver and occupants of car

Where the driver or any other occupant of the **car** suffers injury by accidental external violent and visible means while travelling in **your car**, we will pay the injured person or their legal personal representatives the following benefits at **your** request, provided that the injury, (independently of any other cause and within three months) results in:

Item No.	Benefits for persons who have attained their 17th birthday	Benefits for persons who have attained their 17th birthday
1. Death	£3,000	£3,000
2. Complete and permanent loss of sight of one or both eyes.	£3,000	£3,000
3. Loss by severance of one or more limbs at or above the wrist or ankle	£3,000	£3,000
4. Permanent total disablement	£3,000	£3,000
5. Temporary total disablement (payable for 50 weeks after excluding the first 14 days)	£60 per week	Nil
6. Medical, surgical and hospital fees and cost of medical appliances necessarily incurred	£250	£250

Policy Endorsements (Continued)

Provided that:

1. In respect of items 1 to 4 above, the total amount payable shall not exceed £3,000.
2. No benefit will be paid until the total amount has been ascertained and agreed. However payment on account may be made for temporary total disablement after a period of 8 weeks has elapsed.
3. No benefit will be paid to the driver of the **car** arising out of an accident where he/she:
 - a. 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
 - b. following a post mortem examination is found to have a higher level, concentration or quantity of alcohol or drugs in their body than is permitted by the road traffic legislation of the territory where the accident occurred
 - c. is not permitted to drive as defined in the current **certificate of motor insurance**.
4. Detailed accounts, receipts and other adequate documentation must be furnished to **us** in respect of any claim for reimbursement under item 6 above.
5. Where any other **policy** (policies) are held by **you** or **your spouse** compensation will be recoverable under one **policy** only.

Permanent Total Disablement

Means permanent inability to perform or attend to any business, profession or occupation.

Temporary Total Disablement

Means temporary inability to perform any part of usual business or occupation. Where an injured person has no remunerative occupation, business or profession, has retired, is a student or is unemployed, this benefit will only be paid for the period the person was detained in hospital and otherwise at the discretion of **the company** based on the medical evidence produced.

Hospitalisation

Means in-patient care for a period of more than seven consecutive days in an institution which has facilities for diagnosis, treatment and major surgery and has accommodation for persons as in-patients. It does not include a long term nursing unit, a geriatric or pre-convalescent ward or an extended care facility for convalescence, rehabilitation or other similar function.

B. Personal effects and clothing

We will pay **you** (or at **your** request, the owner of the property) for loss of or damage to personal effects and clothing, up to £150 and any wheelchair, child's

Policy Endorsements (Continued)

pushchair, buggy, or carrycot, up to £150, while in or on **your car** by fire or theft (or attempted theft) or by accidental means provided that:

1. Our total liability shall be limited to £300 in respect of any one occurrence.
2. Payment to any person other than **you** will be paid directly to that person who will observe, fulfill and be subject to the terms, conditions, exceptions and general exceptions of **your policy**

We will not pay for:

1. Loss of or damage to money, stamps, tickets, documents or securities.
2. Loss of or damage to goods or samples carried in connection with any trade or business.
3. Loss of any property, portable satellite navigation **car** units, portable DVD players/entertainment systems unless the property was stored in the locked boot or closed compartment at the time of the loss and the **car** is locked when it is unattended.

C. Child seat cover

Following an accident or damage caused to **your car** by fire or theft we will contribute up to £100 towards the cost

of replacement per child seat fitted in **your car**. This applies even if there is no apparent damage to the child seat.

Endorsement No 8 – Inclusion of loss of or accidental damage cover for trailers

We will pay for loss of or accidental damage to any trailer, details of which have been given to **us**. The cover will be as stated in the **schedule** and applied in the same manner as to **your car** under sections 2 and 3 of this **policy**.

Endorsement No 9 – Satellite tracker device installation

Where a satellite tracker device is installed as **our** requirement, or in exchange for a premium reduction, **we** will not pay for loss of or damage, theft of, or attempted theft damage to **your car**, its accessories or spare parts unless the satellite tracker device is operational and maintained in accordance with the suppliers' recommendations.

Endorsement No 10 – Protected No Claim Bonus

In any consecutive three-year renewal period, where **you** make a third party or accidental damage claim, **your** No Claim Bonus will be affected as follows:-

Policy Endorsements (Continued)

Years of NCD at your last renewal date	Years NCD at next renewal if a claim is made in the current period of insurance:				
	If no claim is made	If it is the only claim made	If it is the second claim in the last three years	If it is the third claim in the last three years	If it is the fourth (or more) claim in the last three years
Nil	1	Nil	Nil	Nil	Nil
1	2	1	1	Nil	Nil
2	3	2	2	Nil	Nil
3	4	3	3	1	Nil
4	5	4	4	2	Nil
5 or more	5 or more	5 or more	5 or more	3	1

Any claim payment for windscreen breakage, theft or fire damage will be paid without impact on **your** No Claim Bonus entitlement.

In the event a claim(s) is made under **your policy**, Allianz reserve the right to increase premiums or change **your** terms and conditions.

Although **you** can protect **your** No Claim Bonus, **your** premium may still increase if **you** make a claim.

General Exceptions

Applicable to all sections of the **policy**

This **policy** does not cover, except so far as is necessary to meet the requirement of the road traffic legislation:

1. Any injury, loss or damage occurring while **your car** is being:
 - a. Driven by any person or used for any purpose not allowed by the **certificate of motor insurance** other than cover for loss or damage to **your car** and accessories or spare parts while in or on the **car** arising from "Theft" as described in section 2.
 - b. Driven by **you**, unless **you** hold a licence to drive the **car**.
 - c. Driven with **your** general consent by any person who does not hold a licence to drive the **car**.

Exceptions (b) and (c) do not apply if the person has previously held, and is not disqualified from, holding or obtaining such a licence.

2. Liability accepted under an agreement, unless the liability would have existed even without the agreement.
3. Injury, loss or damage arising from:
 - a. Ionising, radiations, or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.
4. Any injury, loss or damage caused by:
 - a. Earthquake.
 - b. Riot or civil commotion, or in connection with any action taken in controlling, preventing, suppressing or in any way relating to riot and civil commotion.
5. Loss of or accidental damage to **your car**, and its accessories or spare parts while in or on the **car**, occasioned by pressure waves caused by aircraft travelling at sonic or supersonic speeds, or items dropped from them.
6. Any accident, injury, loss, damage or liability when any **car** covered by **your policy** is in an area of an aerodrome, airport, airfield or military establishment 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.
7. Notwithstanding any provision to the contrary within this insurance,

General Exceptions (Continued)

or any **endorsement** thereto, it is agreed that this insurance excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

- a. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- b. Any act of terrorism.

Act of Terrorism

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

This **policy** also excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing,

suppressing or in any way relating to (a) and/or (b) above.

If the **company** alleges that, by reason of this general exception, any liability, loss, damage, cost or expense is not covered by this **policy** the burden of proving the contrary will be upon the insured. In the event that any portion of this general exception is found to be invalid or unenforceable, the remainder will remain in full force and effect

8. This **policy** excludes liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:
 - a. the loss of, alteration of or damage to
or
 - a. a reduction in the functionality, availability or operation of :

a computer system, hardware, program, software, data, information repository, microchip, integrated circuit or similar device in computer or non-computer equipment that results from malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code including but not limited to computer virus, logic bomb or trojan horse.

9. Any injury, loss, damage or liability caused by pollution or contamination unless the pollution or contamination is caused by a sudden identifiable unintended and unexpected incident which occurs

General Exceptions (Continued)

in its entirety at a specific time and place during the **period of insurance**. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Claims Procedure

You must report to **us** immediately any accident, injury, loss or damage which may give rise to a claim under this **policy**.

All incidents must be reported to **our** 24 hour Accident Management Service, phone number 028 90 891 310 (calls may be recorded) or write to **us** at Allianz, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast, BT27 2JD.

What to do in the event of an accident:

In the event of an accident **you** should obtain 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 Police/An Garda Síochána that attended the scene of the accident.

You must also:

1. Not admit responsibility, sign any statement or negotiate the settlement of any claim, without the written agreement of Allianz.
2. Complete any form(s) **we** may send **you**.
3. Give **us** all information and assistance required.

4. Notify **us** immediately of any impending prosecution, inquest or fatal inquiry, writ or summons.
5. Send **us**, as soon as possible, any writ or summons, letter or other documents **you** may receive.
6. The registration and insurance details of **your car** should be provided to any other party involved and also Police/ An Garda Síochána, if requested.
7. If any person is injured, the accident must be reported to Police/ An Garda Síochána, whether they attend the scene or not.

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

Important Note

If **you** are involved in an accident with a visiting motorist from outside the country, report the accident to the Motor Insurers Bureau, Linford Wood House, 6-12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT.
Telephone number: 01908 830 001
Website: www.mib.org.uk

Claims payment (Continued)

Payment(s) we will make under sections 2 and 3

Sections 2 & 3: What does “pay” mean?

The word “pay” means that **we** may, at **our** option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace the **car**. If **we** know that **your car** is the subject of a Hire Purchase or Leasing Agreement, any payment will be made to the owner to the extent of their legal entitlement.

In the event that **your car** is deemed to be either a statutory or financial write-off, **we** will not pay more than the **market value** of **your car** immediately prior to the loss or damage. **We** will determine the **market value** as the monetary value **you** could reasonably expect to pay for **your car** had **you** bought it immediately prior to the loss or damage. This will be determined by other vehicles available in the market of comparative make, model, engine capacity, age, mileage, ownership history, general condition and any other relevant factors. **We** may use an independent specialist firm to determine the appropriate monetary value.

A statutory write-off means that the **car** is no longer fit to return to the road and should be either destroyed or rendered for parts.

A financial write-off means that the **car** can be repaired to a safe condition but

the cost of repairs renders it uneconomical to do so.

If **we** settle a claim as a **total loss**, **we** reserve the right to own the salvage.

Repairs, Collections and Delivery

You may authorise repairs to a maximum of £500 provided an estimate is sent to **us** immediately and any damaged parts which are renewed are retained for inspection.

If **your car** is immobile as a result of an accident, fire or attempted theft **we** will pay the reasonable cost of removal to the nearest repairer.

If the **car** is considered by a motor engineer to be beyond economical repair **we** will pay to have it removed to free and secure storage. After it has been repaired **we** will pay for the reasonable cost of delivery of **your car** to **your** address last advised to **us**. The repairer may require **you** to pay the **excess** before **your car** is released. If **you** are registered for Value Added Tax **you** will be required to pay the Value Added Tax amount of the account.

Other Insurance

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 (Exceptions to Section 1).

Claims payment (Continued)

Rights of recovery

If the law requires **us** to pay a claim which would not otherwise be covered by **your policy**, **we** reserve the right to recover the amount from **you** or the person on whose behalf **we** make the payment.

Getting your car repaired

If **your car** suffers damage which is covered by **your policy**, **we** recommend that **you** take it to one of **our** Approved Repairers, or that **you** arrange for its collection by one of them. **Our** Approved Repairers are authorised to take immediate steps to arrange repairs. Every effort will be made to supply **you** with a courtesy **car** but this is not guaranteed.

If **you** do not use an Approved Repairer, **you** should arrange for an estimate of repair costs to be sent to **us** by **your** selected repairer. **You** may authorise repairs provided the estimate does not exceed £500.

Customer Information in relation to your Allianz policy

Your insurer

The underwriter of **your** insurance is Allianz p.l.c., registered in Ireland, Companies Registration Office No. 143108, trading as Allianz, having its registered head office at Allianz House, Elmpark, Merrion Road, Dublin 4. **Our** branch trading address is Allianz plc, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast BT7 2JD. Vat no 4887986M.

Regulatory Status

Allianz p.l.c. is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** regulation by the Financial Conduct Authority are available from **us** on request. **Our** FCA Register number is 202862.

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 customers **we** underwrite general insurance products on a non-advised information only basis.

How we charge

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

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, an insurance premium tax will be applied to **your** premium calculations.

Alteration to terms and conditions

In the event of a claim **we** may advise **you**, at the time of **your** next renewal, of altered **policy** terms and conditions which increase **your** premium and/or **excess**, and/or reduce cover.

Customer Information in relation to your Allianz policy (Continued)

Language & Customer Communications

Your **policy** and all communications with you or by you to us will be in English.

Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by the Laws of Northern Ireland unless we agree with you otherwise in writing. The Northern 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**.

Default

Non-payment of your premium or part thereof or breach by you of certain conditions of your **policy** may lead to your **policy** being revoked or cancelled.

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 Allianz plc, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast BT7 2JD, 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** has 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.

Complaints

We aim to deliver the very highest standards of customer care. If you have an enquiry or complaint, please contact, with your **policy**/quote number and details: Head of Customer Focus, Allianz plc, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast BT7 2JD, Tel: +028 90895600, Email: info@allianz-ni.co.uk.

If you remain dissatisfied with our final response to your complaint you can

Customer Information in relation to your Allianz policy (Continued)

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,
If **you** would like further information please refer to the Financial Ombudsman website at:
www.financial-ombudsman.org.uk

*If **you** are a resident of the Republic of Ireland **you** may also refer **your** complaint to the Financial Services Ombudsman Bureau, 3rd Floor Lincoln House, Lincoln Place, Dublin 2,
Tel: 1890 882090, Tel +353 1 6620899,
Fax +353 1 6620890,
email:
enquiries@financialombudsman.ie,
website www.financialombudsman.ie.*
The Financial Services Ombudsman will examine complaints from all customers, except limited companies with a turnover of €3 million and above.

Financial Services Compensation Scheme

Allianz is a member of the Financial Services Compensation Scheme (FSCS). In the event of Allianz being unable to pay a claim, **You** may be entitled to compensation from the FSCS. For compulsory insurance claims the Scheme must ensure that the claims of all policyholders are met in full. Compulsory insurance covered by the Scheme includes motor (third party, injury and property) and employers' liability. For non-compulsory insurance (such as home) the first £2,000 of a claim is protected in full. For amounts above this threshold FSCS will ensure that policyholders are compensated to 90% of the value that their policy would have paid. Further details of the FSCS are available on request.

Call Recording

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

Allianz
3 Cromac Quay
The Gasworks
Ormeau Road
Belfast BT7 2JD

Tel: (028) 90 895600
Fax: (028) 9043 4222
Email: info@allianz-ni.co.uk
Web Site: www.allianzni.co.uk

Allianz is a trading name of Allianz p.l.c., Registered in Ireland No. 143108.
Registered Offices: Allianz House, Elmpark, Merrion Road, Dublin 4.

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