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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 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:

- 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' on page 6 in this **policy** for additional important information on this.

Your Policy is made up of the following documents

- Your Statement of Fact or your Proposal Form
- 2. Your schedule
- 3. This **policy** document
- 4. 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.

Insurance Act 1936 (or future amendments thereto)

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

Finance Act 1999 (or future amendments thereto)

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

The Law Applicable to the Contract Under the relevant European and Irish legal provisions the parties to the proposed contract of insurance (we, Allianz p.l.c. and you, the proposer) are free to choose the law applicable to

We propose that Irish Law applies to the contract.

Signed of behalf of the company

Aidan Hanratty
Director Underwriting

the contract.

This **policy** is underwritten by Allianz p.l.c. Registered Office: Allianz House, Elmpark, Merrion Road, Dublin 4

Definitions

Audio Equipment - means audio, telephone, navigational, global positioning equipment and/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 of any loss that you are responsible for 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 car had you bought it immediately prior to the loss or damage. This will be determined by other cars available in the market of comparative make, model, engine capacity, age, mileage, ownership history, general conditions and any other relevant factors. We may use an independent specialist firm to determine the appropriate monetary value.

Misrepresentation - means where an individual fails to disclose information or provides false inaccurate, misleading or incomplete information.

Period of Insurance - The period of this contract of insurance as specified on your schedule/renewal notice.

Policy - means the contract of insurance based on the statement of fact/proposal form, schedule, policy document 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.

Vehicle Write-Off - 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: Republic of Ireland, Northern 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 and 3	

Person(s) Insured:

- 1. You
- 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 purposes necessitated by its overhaul, upkeep and / or repair for you
- 3. Any person using (but not driving) **your car** with **your** permission for social, domestic and pleasure purposes

Territorial Limits (Continued)

- 4. Any passenger travelling in or getting into or out of your car
- 5. You or your spouse/partner'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 business 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 ensure 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 or Cornmarket Group Financial Services Limited (Cornmarket) 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** or request that **you** first pay the premium in full before any settlement is made in respect of a claim.

Duty of Disclosure of Material Facts

A material fact is anything which affects this insurance.

Duty of disclosure of a material fact exists at inception and continues throughout the life of the **policy** and **you** are under a continuing obligation to tell **us** immediately about any change which could affect **your policy. You** must also have asked all the other drivers covered by this insurance any relevant questions to obtain the information about them requested by **us**.

If you are in any doubt as to whether a fact is material or not, you should contact us for clarification.

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
- 4. You wish to cover an additional driver
- 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 but is not limited to 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
- You intend to travel to any country not referred to in the territorial limits, or if your intended period of travel exceeds 60 days
- 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 National Driver Licence Service (NDLS). We may require confirmation that you or any other person insured is fit to drive from a General Practitioner or the NDLS
- 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 (other than convictions which are spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016), been disqualified from driving or had fixed penalty points applied
- 15. You or any other person insured has been convicted of a non-motoring offence (other than convictions which are spent under the Criminal Justice (Spent Convictions and Certain Disclosures) Act 2016) 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:

- Fails to disclose a fact that is likely to influence Allianz in our assessment or acceptance of your proposal, renewal or any alteration to your policy
- 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
- 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 car 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
- Inform the appropriate law enforcement authorities of the circumstances

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

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 or fraudulent documentation
- Provide a fraudulent verbal or written statement
- Mispresent or deliberately fail to disclose relevant information

We may take one or more of the following actions:

- Declare the 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**

- 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 that policy including any recovery costs
- Inform the appropriate law enforcement authorities of the circumstances

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

Driving Licences

The conditions of a driving licence must be obeyed by **you** or any other person insured. This includes conditions in relation to the class of vehicle licenced to drive, the requirement to be accompanied by a qualified driver (if **you** or any other person insured hold a learner permit/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

- 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 a motoring offence prior to the renewal of your policy, 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 insurance which is shown on the renewal schedule.

Deferment Clause - Claims

If a claim is made prior to the 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
- 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 National Car Test (NCT) certificate
- Fit tyres appropriate to the car, and make sure that tread depths comply to the legal limit

- 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
- 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 must have free access to examine the car at all times.

Cancelling Your Policy

You may cancel the policy at any time by written notice to us or Cornmarket and you must return the certificate of motor insurance and insurance disc. Your policy will only be cancelled on receipt of these documents.

We may cancel the **policy** at any time by issuing a written notice to **you** at **your** last known address.

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 insurance** 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 we or Cornmarket 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, then we or Cornmarket can cancel this policy. We or Cornmarket will do this by giving written notice to **your** last known postal address and following expiry of this notice, the **policy** will be automatically cancelled. We or Cornmarket will be entitled to payment of the premium due for the **period of insurance** and if there is a claim during the current period of insurance we or Cornmarket will be entitled to the full premium.

Suspending Your Policy

You may suspend your cover, by returning the certificate of motor insurance and Insurance Disc to us or Cornmarket together with written confirmation that you wish to do so.

We will allow a refund of 80% of the premium for the period the **policy** is suspended provided:

- 1. **Your policy** is suspended for a minimum of 28 consecutive days
- 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** shall be referred to the decision of an Arbitrator, or if the parties cannot agree upon a single Arbitrator, to the decision of two Arbitrators, one to be appointed by each of the parties within one month after having been requested. The Arbitrators shall appoint an Umpire who will sit with the Arbitrator at their meeting and in case of disagreement, the Arbitrators shall submit to the

decision of the Umpire and the making of an award shall be a condition precedent to any right of action against **us**. Claims not referred to the Arbitrator within twelve calendar months from the date on which **we** have refused to provide cover shall be deemed 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 to the office of the Financial Services Ombudsman.

Preferred Customer Discount

Based on statistical analysis of **your** risk information, **you** may be entitled to a Preferred Customer Discount. Changes to **your** risk information may affect **your** entitlement to this discount.

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 or caravan 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 €30 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 for reasonable costs and expenses recoverable by any claimant in respect of any claim for which indemnity is provided by this section.

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

- Solicitor's fees for representation at a coroner's inquest or fatal injury 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
- 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 treatments 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** shall not be liable for:

- 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
- Damage or injury caused by any person who is insured to drive your car under another motor insurance policy

Section 1 (Continued)

- Death or bodily injury to any person arising out of or in the course of their employment
- 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 on page 27.

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.

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 all 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 damage to your car

We will pay for loss of or accidental damage to the insured car (including panoramic roof glass) 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.

Where accessories, spare parts or audio equipment are other than as provided for in the manufacturer's specification for your car, we will only pay for the cost of replacing manufacturer's standard items unless you have notified the change to us and we have agreed to provide cover.

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 €125 where you hold a Learner Permit/Provisional Licence

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.

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.

Age of Additional Driver	Licence Type	Additional Excess applicable
17 to 24	Full Licence/ Learner Permit/ Provisional Licence	€200
aged 25 and over	Full Licence/Provisional Licence for a period of less than 12 months	€125

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. However, if **we** cannot establish this before paying the claim, the **excess** will apply. If **we** subsequently confirm that an uninsured third party driver was involved, **we** will reimburse the **excess**.

Exceptions to Sections 2 and 3

We will not pay for:

- Losses you sustain through not being able to use your car
- 2. The cost of hiring another car
- 3. Depreciation
- 4. Wear and tear
- Repairs or replacements which improve your car beyond its condition before loss or damage
- Mechanical, electrical or electronic breakdowns, failures or malfunctions
- 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. This exclusion does not apply in respect of child seat(s). The maximum we will pay in respect of loss or accidental damage to a child seat(s) is €500 for any one occurrence
- 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
- 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 whilst the ignition keys or any device of similar function have been left in or on your car
 - 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 An Garda Síochána/Police and they have indicated there is a prosecution pending
- 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 sunroof 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 whilst driving or in the custody or control of your car

Exceptions to Sections 2 and 3 (Continued)

- 16. We will not pay for:
 - a. The cost of importing parts or accessories from outside the European Union
 - 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 the Republic of Ireland

Also see General Exceptions applicable to this policy on page 27.

Section 4

Standard Benefits

1. No Claim Bonus

Every year you earn a No Claim Bonus (NCB) you will receive a discount off your annual insurance premium (subject to our maximum).

If an incident occurs during the **period of insurance** which results in a claim, **your** NCB will reduce, unless **you** have availed of one of **our** No Claim Bonus Protection

options which are defined within the **endorsements** section of this **policy**.

Note: If your NCB 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 if you have not availed of our No Claim Bonus Protection option:

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 one claim is made up to €10,000	If one claim is made of €10,001 or greater	
1	Nil	Nil	
2	Nil	Nil	
3	Nil	Nil	
4	1	Nil	
5 or more	2	1	

Any claim payment for windscreen, 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.

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 2000cc loaned to the Insured 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 NCT.

3. Car Sharing

When **your car** is being used for social, domestic or pleasure purposes to carry passengers and **you** receive contributions 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
- the total payments you receive for a journey do not involve an element of profit

4. Fire Brigade Charges

Provided the fire 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 car** or remove the

driver or passengers from the **car** using cutting equipment.

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. The maximum we will pay is €1,000.

5. Replacement Locks, Car Keys, Key Cards and Lock Transmitters

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

- From your permanent or temporary residence as a result of forcible entry or exit.
- Arising out of an assault or threat of violence on any authorised key holder.

We will not pay:

- If keys are stolen by deception or fraud
- 2. If stolen by a member of **your** family or visitor
- If your temporary residence is a hotel or guesthouse and the loss is not reported to the manager or owner
- Any loss where the theft is not reported to An Garda Síochána/Police

Section 4 (Continued)

- 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

A claim under Benefits 5 and 6 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 3 - Windscreen Cover

Paragraph No 14 of Exceptions to Sections 2 and 3 is deleted. **We** will pay for repair or replacement of glass in the windscreen, windows and sunroof of **your car** (except panoramic roof glass) including any scratching of the bodywork directly resulting from such breakage. Where the claim is processed through our Aligned Windscreen Repair network no limit applies.

Where the claim is not processed through our Aligned Windscreen Repair network, the amount **we** will pay is limited to €300.

A claim payment under this Section of the **policy** will be without application of **excess** or impact on **your** NCB and will be without regard to 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 4A – Driving Other Cars – Comprehensive Cover

We will provide cover as outlined in Sections 1, 2 and 3 whilst you are driving another private car, provided:

- The car does not belong to you, your spouse/partner or your employer
- 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 the 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 except in the case of vehicles professionally modified for drivers or passengers with a disability)
 - Cars registered outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands
 - Cars with a capacity of more than seven passengers including the driver
 - Cars with engine capacity of more than 3500cc
 - Cars with a value of more than €50.000
- The car has a valid NCT certificate and is compliant with road traffic legislation
- You have the owners permission to drive the car and you have not been and will not be using it for more than 30 days
- Your car has not been sold or disposed of

- Your car has not been declared a vehicle write-off
- You are not insured to drive the car under a separate policy of motor insurance

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

If you fail to adhere to the provisions 1 to 9 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 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

Endorsement No 4B – Driving Other Cars – Third Party Cover

We will provide cover as outlined in Section 1 whilst **you** are driving another private **car**, provided:

- The car does not belong to you, your spouse/partner 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
- The car is not the property of or in the 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 except in the case of vehicles professionally modified for drivers or passengers with a disability)
 - Cars registered outside the Republic of Ireland, Northern Ireland, Great Britain, the Isle of Man and the Channel Islands
 - Cars with a capacity of more than seven passengers including the driver
- The car has a valid NCT certificate and is compliant with road traffic legislation
- You have the owners' permission to drive the car and you have not been and will not be using it for more than 30 days
- Your car has not been sold or disposed of
- Your car has not been declared a vehicle write-off
- You are not insured to drive the car under a separate policy of motor insurance

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

If you fail to adhere to the provisions 1 to 9 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 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

Endorsement No 5 – Protected No Claim Bonus

In any consecutive three-year renewal period, where **you** make a Third Party or Accidental Damage claim, **your** NCB will be affected as follows:-

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 no claim is made	If it is the only claim in the last three years	If it is the second claim in the last three years	If it is the third claim in the last three years
Nil	1	1	Nil	Nil
1	2	2	Nil	Nil
2	3	3	Nil	Nil
3	4	4	1	Nil
4	5	5	2	Nil
5 or more	5	5	3	Nil

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 a claim is made under your policy.

Endorsement No 6A – New Car Replacement

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

- a. Accidentally damaged within the meaning of **your policy** cover to an extent greater than 60% of the manufacturer's last published list price (inclusive of Value Added Tax)
- b. Lost by theft and not recovered within 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.
- iii. Has not travelled more than 24,000 kilometres.

Endorsement No 6B - Motor Tax

We will pay the amount of the unexpired portion of the Motor Tax if you are unable to recover a refund from the Licensing Authority following a vehicle write-off (which is insured under your policy) of your car.

Endorsement No 6C – Personal Accident Benefits – Driver and Occupants of the Car

Where the driver or any other occupant of the car suffers injury by accidental external violent and visible means while traveling in your car, we will, at your request, pay to the injured person or their legal personal representatives the benefits specified provided such injury shall, independently of any other cause and within three months, result in:

Item No.	Benefits	
1. Death	€12,700	
2. Complete and permanent loss of sight of one or both eyes	€12,700	
3. Loss by severance of one or more limbs at or above the wrist or ankle	€12,700	
4. Permanent total disablement	€12,700	
5. Temporary total disablement (payable for 50 weeks after excluding the first 14 days)	€55 per week	
6. Medical, surgical and hospital fees (payable for up to 10 weeks) and cost of medical appliances necessarily incurred	€127 per week	

Permanent Total Disablement

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

Temporary Total Disablement

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

Endorsement No 6D – Medical, Surgical and Hospital Fees

Where the driver or any other occupant of the **car** suffers injury by accidental external violent and visible means while traveling in **your car**, **we** will, at **your** request, pay to the injured person or their legal personal representatives medical, surgical and hospital fees up to €127, payable for up to 10 weeks, provided such injury is independent of any other cause and occurs within three months.

Medical, surgical and 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 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.

Cover under 6C and 6D above applies provided that:

- In respect of items 1 to 4 in the above table, the total amount payable shall not exceed €12,700.
- 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 eight weeks has elapsed.
- 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
 - 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
 - is not permitted to drive as defined in the current certificate of motor insurance.
- Detailed accounts, receipts and other adequate documentation must be given to us in respect of any claim for reimbursement under 6D above.

No cover is available under 6C and 6D above to any occupant(s) other than the

driver if the **car** is being used for hire and reward purposes.

Endorsement No 6E – 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 while in or on your car by fire or theft (or attempted theft) or by accidental means provided that:

- Our total liability shall be limited to €200 in respect of any one occurrence.
- Payment to any person other than you shall be paid directly to that person who will observe, fulfill and be subject to the terms, conditions, exceptions and general exceptions of your policy in so far as they can apply.
- Your car is not being used for hire and reward purposes at the time of the loss or damage.

We will not pay for:

- Loss of or damage to money, stamps, tickets, documents or securities.
- Loss of or damage to goods or samples carried in connection with any trade or business.
- Loss of any property or audio
 equipment unless at the time of
 the loss such property was stored in
 the locked boot or closed
 compartment.

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:

- 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.

- 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.

- 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.
 - 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.
- 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.
- 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:
 - Take off or landing of aircraft or movement of aircraft on the ground.
 - Aircraft parking, including the associated services roads, refuelling areas, ground equipment parking areas, hangers and maintenance areas.

General Exceptions (Continued)

- 7. Notwithstanding any provision to the contrary within this insurance, 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:
 - 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 shall be upon the Insured.

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

- 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

b. 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.

General Exceptions (Continued)

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 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** Emergency Services phone number:

Republic of Ireland: 01 613 3990

Northern Ireland or United Kingdom: 028 90 891 310

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.
- The insurance details including the policy number of all parties involved.
- Details of any witnesses to the incident or members of An Garda Síochána/Police that attended the scene of the accident.

You must also:

- 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 unanswered.
- 5. Send **us**, as soon as possible, any writ or summons, letter or other documents **you** may receive.
- The registration and insurance details of your car should be provided to any other party involved and also An Garda Síochána/Police, if requested.
- If any person is injured, the accident must be reported to An Garda Síochána/Police , whether they attend the scene of 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 an uninsured driver or a visiting motorist from outside the country, report the accident to the Motor Insurers Bureau of Ireland, 5 Harbourmaster Place, IFSC, Dublin 1, D01 E7E8. Telephone number: +353 1 676 9944 email: info@mibi.ie. website: www.mibi.ie

Claims Payment

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 either a payment in cash or via Electronic Fund Transfer where applicable 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 a vehicle write-off, we will not pay more than the market value of your car immediately prior to the loss or damage.

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

Repairs, Collections and Delivery

You may authorise repairs to a maximum of €650 provided an estimate is sent to us immediately.

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.

We will also cover the reasonable cost of storing or protecting your car. Where your car is stored in any location other than an Allianz Aligned Repairer, we will not cover any costs for storing **your car** for more than three days.

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 to the repairer.

Any storage incurred over three days where **you** have decided not to use the Allianz Aligned Repairer is not covered under this **policy**.

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 Aligned Repairers, or that you arrange for its collection by one of them. Our Aligned 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. The hire of a courtesy car is up to a maximum of five days where your car has been involved in an

Claims payment (Continued)

accident or fire and 14 days if the car has been stolen and remains uncovered. The courtesy car is a Class A car and it not a like for like replacement.

If you do not use an aligned 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 €650.

Allianz Claims Notification and Emergency Service

Allianz Claims Notification and Emergency Service is available free of charge to all policyholders while driving anywhere in Ireland in the event of fire, theft or attempted theft.

For policyholders with Comprehensive cover the Emergency Service is also available in the event of an accident.

This service does not apply if **your car** breaks down.

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

What our Emergency Service covers:

- We will tow your car to an aligned repairer for repairs
- While you are waiting for your car to be repaired, we will give you a free replacement car* (Class A) for up to five days
- We will settle directly with our aligned repairer saving you from making any payment other than your policy excess

 If your car is stolen, we will supply you with a replacement car* (Class A) for up to 14 days. If your car has not been recovered after this time, we will then consider your car lost by theft

All you have to do is call:

Republic of Ireland: 01 613 3990 Northern Ireland: 028 90 8910 310

*Replacement car — it is your responsibility to ensure you meet the requirements of the hire company. The courtesy car is for your personal use only and may not be operated by you for the carriage of passengers for Hire and Reward.

Terms and conditions apply.

Consumer Information

Your Insurer

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

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.

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.

How we charge

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

Policy Alteration, Additional and Return Premiums

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

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.

Consumer Information (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 Irish Law unless we agree with you otherwise in writing. The Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

Default

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

Right of Withdrawal

You have the right to withdraw from this policy, provided you have not made a vehicle write-off claim, within 14 days of the latest of:

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

Withdrawal effectively means that no policy was ever in place, and you may exercise this right by notice in writing to us at the address given above, quoting your policy number. Should you exercise this right we will refund you any part of your premium you have paid less an administration charge as detailed in your schedule. If the cover is motor insurance, the premium cannot be refunded until the Allianz certificate of motor insurance and Insurance Disc. have been returned to Allianz, Please note that the right of withdrawal does not apply if the insurance policy under which insurance cover is provided is for less than 1 month

Complaints

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

Consumer Information (Continued)

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

(1)

The Financial Services Ombudsman Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Tel: 1890 882090, Tel: +353 1 6620899, Fax: +353 1 6620890, email: enquiries@financialombudsman.ie, website: www.financialombudsman.ie

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.

and/or

(2)

Insurance Information Services –
Insurance Ireland, First Floor, 5
Harbourmaster Place, IFSC, Dublin 1,
Telephone: +353 1 6761820,
Fax: +353 1 6761943,
email: info@insuranceireland.eu
website: 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, website: www.financial-ombudsman.org.uk.

Compensation

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

Call Recording

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

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

Telephone: (01) 613 3000 Fax: (01) 660 1630 Email: info@allianz.ie Website: www.allianz.ie

Cornmarket Car Insurance Scheme is arranged by Cornmarket Group Financial Services Limited. It is underwritten by Allianz p.l.c.

Allianz p.l.c. is regulated by the Central Bank of Ireland. Registered in Ireland No. 143408.

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