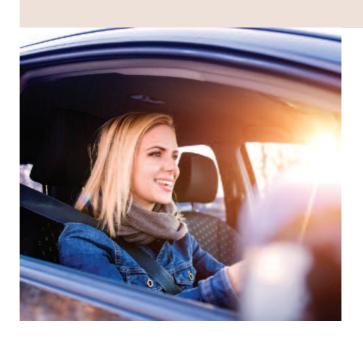
MOTOR INSURANCE POLICY





Contents

Page 2 4 5 5 5 7	Definitions Introduction - your policy Territorial limits Cover Persons insured General policy conditions
Section 1 14 15	Third party insurance Exceptions to section 1
Section 2 16 16	Loss or damage to your car by fire or theft Excess applicable
Section 3 17 17 18	Accidental damage to your car Excesses applicable Exceptions to sections 2 and 3
Section 4 20	Standard benefits
23 28 31 32 34	Policy endorsements General exceptions Claims procedure Claims payment Customer Information

Definitions

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

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 your schedule and/or covered on your 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 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 provides false, 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.

statement of fact – the document which sets out confirmation of the information which has been provided by you to us or your intermediary.

total loss – means where the your car is considered to be a statutory or financial write-off by an Allianz appointed assessor.

Definitions (Continued)

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

we/us/our - means Allianz p.l.c.

you/your – means the person named as the Insured or Policyholder on your schedule and certificate of motor insurance

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:

- the information detailed on your statement of fact or your proposal form is correct and complete, to the best of your knowledge
- 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:

- 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 on behalf of Allianz.

Helen Merry Chief Underwriting Officer

Hele-Meny

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

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

Our branch trading address is Allianz p.l.c, 3 Cromac Quay, The Gasworks, Ormeau Road. Belfast. BT7 2JD.

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.

This 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 your 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	Cover provided	You will have the benefit of the following
Third party*	Covers your liability if you (or any insured driver) cause injury, or damage to property	The entire policy excluding sections 2 and 3
Third party fire and theft	All of the above plus cover if your car is damaged by fire or if it is stolen	The entire policy excluding section 3
Comprehensive	All of the above plus accidental damage to your car including damage caused by vandalism	The entire policy

^{*}Note: Third party cover is not available to purchase, however, **we** reserve the right to apply this level of cover where it is deemed necessary.

Territorial limits (Continued)

Person(s) insured:

- 1. You
- 2. Any person permitted to drive as stated on the **certificate of motor insurance** except a person in the motor trade driving **your car** for the overhaul, upkeep and/or repair for **you**
- Any person using (but not driving) your car with your permission for social, domestic and pleasure purposes
- 4. Any passenger travelling in or getting into or out of your car
- You or your spouse/partner's employer or business partner if stated on the certificate of motor insurance provided your 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 direct debit you must keep your payments up to date. If you fail to do so we may withdraw the direct debit payment facility, request payment in full or cancel your policy.

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 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 false, 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
- 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. your 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
- you change your address or where your car is kept overnight
- 8. there is a change of use of your car
- 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 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 Agency (DVA). We may require confirmation that you or any other person insured is fit to drive from a General Practitioner or the DVA

- 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
- 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 as to whether any information is material or not, **you** must contact **your** intermediary for clarification.

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 make a false statement to us
- knowingly send us false or fraudulent documents
- obtain cover by any misrepresentation or misdescription

We may take one or more of the following actions:

 refuse to pay a claim for damage to your car

- recover from you the total amount of any claim already paid under the policy including any recovery costs
- declare your policy void from the inception date. In other words, the policy will be treated as if it never existed
- · invoke cancellation of your policy
- cancel **your policy** from the date of the **misrepresentation**
- withhold any return premium due to **you**
- apply terms and conditions to your policy or restrict cover
- apply a premium 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
- 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, inflated, exaggerated or fraudulent documentation
- provide a fraudulent verbal or written statement
- misrepresent relevant information

We may take one or more of the following actions:

- refuse to pay a claim for damage to your car
- recover from you the total amount of any claim already paid under the policy including any recovery costs
- declare your policy void from the inception date. In other words, the policy will be treated as if it never existed
- invoke cancellation of your policy
- cancel your policy from the date on which the fraud was identified
- withhold any return premium due to you
- 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

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 take one or more of the following actions:

- refuse to pay a claim for damage to your car
- 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
- declare your policy void from the inception date. In other words, the policy will be treated as if it never existed
- invoke cancellation of your 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

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 insurance 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

We must have free access to examine your car at all times.

You must take all reasonable care to:

- 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 your car has a valid Ministry of Transport (MOT) certificate
- fit tyres appropriate to your car, and make sure that tread depths comply to the legal limit
- make sure you do not leave your car unattended and/or unlocked
- 5. make sure that your car, ignition key or any device of similar function is not accessible to any driver who is not insured to drive your 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.

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.

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 period of insurance 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 we have 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 can cancel this policy. We will do this by giving written notice to your last known postal and/or email address and following expiry of this notice, your policy will be automatically cancelled. In the event that vour policy is cancelled during the current period of insurance, we will be entitled to payment of the premium due up to the cancellation date of vour policy. If there is a claim during the current period of insurance we reserve the right to deduct any outstanding premium from any claim payment we may make to you.

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:

- your policy is suspended for a minimum of six consecutive weeks
- you did not make a claim during the current period of insurance
- 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.

Dispute resolution

If a dispute arising out of the policy cannot be settled between us, you will refer to the dispute or complaint to the Financial Ombudsman Service, please refer to the Consumer Information Section of this policy for contact details.

If the Financial Ombudsman Service is unable to investigate the dispute, it will be referred to the decision of an Arbitrator, or if the parties cannot garee 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 abandaned

Assignment

You may not assign any rights, benefits, or proceeds of any claim, to a third party, unless it has been requested in writing and been agreed by us.

Claims experience rating

Your premium may be affected by your claims experience. If your premium has been affected by your claims experience any impact to your premium will be outlined on your Premium Breakdown Summary.

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 on the current certificate of motor insurance
- any trailer or caravan attached to your car or any trailer or caravan owned by you while detached from your car, 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:

- 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. A limit of £1,000 applies.
- 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 (NCB).

Exceptions to section 1

Other than what is necessary to meet the requirements of the road traffic legislation, **we** will 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 **your car**.
- 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.
- 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 your car.

Also see the general exceptions that apply 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 your car, we will request the keys or any device of similar function 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 on your 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.

Also see page 32 for more information on how **we** pay a claim.

Section 3

Accidental loss or damage to your car

We will pay for loss of or accidental damage (including damage caused by vandalism) to your car and its accessories and spare parts while in or on your car other than loss or damage described in section 2. A claim for damage to panoramic roof glass will be dealt with under this section of your policy.

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 on **your schedule**

whether or not you are at fault for the loss or damage. In addition to the amount of the excess stated on your schedule, you will be responsible to pay an additional £100 where you hold a provisional licence for a period of less than 12 months

Additional driver excess amounts

In addition to the amount of the excess stated on your 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.

Also see page 32 for more information on how **we** pay a claim.

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

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
- wear and tear
- repairs or replacements which improve your car beyond its condition before loss or damage
- mechanical, electrical or electronic breakdowns, failures or malfunction
- 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 your car is unattended unless the items have been placed in the locked boot or closed compartment of your car and your car is locked
- 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 incorrectly fuelling your car or from the use of substandard or contaminated fuel, lubricants or parts

- 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
 - loss or accidental damage arising from theft or any attempted theft while your car is not locked
- 12. theft and/or unauthorised taking of your car by any member of your family or any person normally residing at your address or who has access to your home
- 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 (this exception does not apply if you have selected windscreen cover and endorsement number 3 appears on your schedule)
- 15. 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:

Exceptions to sections 2 and 3 (continued)

- breath, blood or urine alcohol /drug levels above the legal limit in the road traffic legislation
- failing to provide a sample of breath, blood or urine
- leaving the scene of an accident
- loss or accidental damage resulting from a deliberate act caused by you or any other person insured
- the cost of importing parts or accessories from outside the European Union
- 18. 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
- any additional cost over and above the repair costs incurred in Northern Ireland

Also see the general exceptions that apply to this policy.

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 NCB earned will result in a higher discount off your premium (subject to our maximum discount allowed).

If an incident occurs during the **period** of insurance which results in a claim, your NCB will reduce, unless you have availed of our Protected NCB option which is 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.

Any claim payment for windscreen breakage will be paid without impact on your NCB 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	Years NCB at next renewal if a claim is made in the current period of insurance:				
your last renewal date	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		

Standard benefits (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 your car 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. your 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. Loss by theft and not recovered within 14 days of the loss being reported to **us**.

Points a and b above are subject to:

- 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:

Standard benefits (Continued)

- 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 the PSNI/An Garda Síochána
- the additional cost of importing any part from outside of the European Union
- 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** NCB.

Policy endorsements

The following endorsements apply ONLY if the endorsement number is shown on your 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 while it is being driven by or is in the charge of an additional driver who holds a provisional licence.

Endorsement No 3 – Windscreen breakgae

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** 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, regardless of whether or not the claim is processed through our approved windscreen repair network.

A claim payment under this section of the **policy** will be without impact on **your** NCB 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 while you are driving another private car, provided:

- the car does not belong to you or your employer
- 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 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

- 6. **you** are not covered to drive this **car** under any other insurance **policy**
- 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**.

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** will:

 recover from you the total amount of any claim already paid under the policy including any recovery costs

We may also:

· remove this benefit from your policy

- invoke cancellation of your policy
- withhold any return premium due to you
- apply a premium loading or recalculate your premium which will result in an additional premium due to us

Endorsement No 6 – Additional benefits

A. Personal Accident Benefits -Driver and occupants of your car

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

Item No.	Benefits for persons who have attained their 17th birthday	Benefits for persons who have not 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	£60 per week for up to 50 weeks (excludes the first 14 days)	Nil
Medical, surgical and hospital fees and cost of medical appliances necessarily incurred	£250	£250

Provided that:

- in respect of items 1 to 4 above, the total amount payable shall not exceed £3,000.
- 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.
- no benefit will be paid to the driver of your 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
 - c. is not permitted to drive as defined on the current certificate of motor insurance.
- detailed accounts, receipts and other adequate documentation must be furnished to us in respect of any claim for reimbursement under item 6 above.
- where any other policy (policies) are held by you or your spouse/partner, 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

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

- our total liability shall be limited to £300 in respect of any one occurrence
- payment to any person other than you will be paid directly to that person who will observe, fulfil and be subject to the terms, conditions, exceptions and general exceptions of your policy

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, 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 your 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 on your 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 NCB

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 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** NCB entitlement.

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

Although **you** can protect **your** NCB, **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:

- 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 your car arising from "theft" as described in section 2
 - b. driven by **you**, unless **you** hold a licence to drive **your car**
 - c. driven with your general consent by any person who does not hold a licence to drive your 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

- 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
 - 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 your 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:
 - 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, 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:
 - 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 we allege 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

- 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

General Exceptions (Continued)

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 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 by you 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, BT7 2JD.

What to do in the event of an accident:

In the event of an accident **you** should obtain the following information:

- 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 PSNI/An Garda Síochána 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**

- give us all information and assistance required
- 4. notify **us** immediately of any impending prosecution, inquest or fatal inquiry, writ or summons
- send us, as soon as possible, any writ or summons, letter or other documents you may receive
- provide the registration and insurance details of your car to any other party involved and also the PSNI/An Garda Síochána if requested
- report the accident to the PSNI/An Garda Síochána, if any person is injured, 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 Keyes, MK14 6XT. Telephone number: 01908 830 001 Website: www.mib.org.uk

Claims payment

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

Sections 2 & 3

If your car is repairable at our option we will:

- (i) make a payment in cash of the amount of loss or damage with the maximum amount payable being the amount that would be assessed by our engineer for repair of the vehicle at an Allianz Approved Repairer. If we know that your car is the subject of any financial agreement, including Hire Purchase or Leasing Agreement any payment will be made to the owner to the extent of their legal entitlement OR
- (ii) accept your choice of repairer with the maximum amount payable being the amount that would be assessed by our engineer for repair of the vehicle at an Allianz Approved repairer OR
- (iii) have your car repaired or reinstated at an Allianz Approved Repairer.

Write-off

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.

If we are dealing with your claim under Section 3 and your car is deemed a total loss (as defined above) we will provide a replacement car for a period of 7 days. The car provided will usually be a Class A (small hatchback) replacement car.

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

If your car is an electric car and you lease or hire the car battery, in the event of a write-off, we may be required to make a payment to the owner of the battery.

Repairs Collection & Delivery

Getting your car repaired

If your car suffers damage which is covered by your policy, we recommend that you take it to an Allianz Approved Repairer, or that you arrange for its collection by one of them. Allianz Approved Repairers are authorised to commence works within certain limits. You may also authorise repairs to a maximum of £500.

If your car is immobile as a result of an accident, fire, or attempted theft we will pay up to £350 for all fees connected with towage and storage. If your car is being repaired by an Allianz Approved Repairer every effort will be made to provide you with a courtesy car for the duration of the repair to your car. However this is not guaranteed. A courtesy car provided will usually be a class A (small hatchback) courtesy car.

The courtesy **car** supplied under this scheme will be insured in exactly the same way **we** insure **your** current **car**. **You** must return the courtesy **car**

Claims payment (continued)

when **we** or the owner asks **you** to or if the insurance expires and **you** do not renew it.

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

Alternatively, if you request not to use an Allianz Approved Repairer we will not provide you with a courtesy car and we will only pay what an Allianz Appointed Engineer states it would have cost to repair your car by an Allianz Approved Repairer.

We may at our discretion pay you the cost of replacing damaged parts including their fitting.

If any part or accessory is not available the most **we** will pay for that part will be the cost shown in the manufacturers last UK price list plus fitting cost.

We will not pay the whole cost of any repair or replacement that leaves your car in a better condition than before the loss or damage. If your car is an electric car and you lease or hire the car battery, in the event of damage to your car, we may be required to make a payment to the owner of the battery.

Collection & Delivery

If your car is damaged or considered by an Allianz Appointed Engineer to be a total loss, we will pay to have it removed to free and secure storage. If your car can be repaired once repairs are complete 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 may also be required to pay the VAT amount to the repairer before your car is released.

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.

Consumer Information

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, D04 Y6Y6. 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.

Remuneration

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

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.

Language & Customer Communications

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

Consumer Information (Continued)

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.

Claims

If you need to make a claim, please telephone us on 028 9089 1310 or contact us at Allianz plc, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast, BT7 2JD. When you call, please provide your policy number, details of what happened, and the time and date of the incident

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:
Chief Customer Officer,
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 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,

Consumer Information (Continued)

Fax 020 7964 1001 Email: complaint.info@financialombudsman.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 and Pensions Ombudsman, Lincoln House, Lincoln Place, Dublin 2, D02 VH29, Tel +353 1 567 7000, email: info@fspo.ie, website www.fspo.ie.

For insurance related complaints this covers 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 p.l.c.

3 Cromac Quay The Gasworks Ormeau Road Belfast BT7 2JD

Tel: (028) 90 895600 Fax: (028) 9043 4222 Email: info@allianz-ni.co.uk 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, D04 Y6Y6.

Authorised and regulated by the Central Bank of Ireland. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Calls may be recorded or monitored for regulatory, training and quality purposes.