



# Motor Insurance Policy

Direct Division

**Allianz** 

### **Right of Cancellation**

You have a right to cancel this insurance, provided You have not made a total loss claim. This right extends for 14 days from the later of:

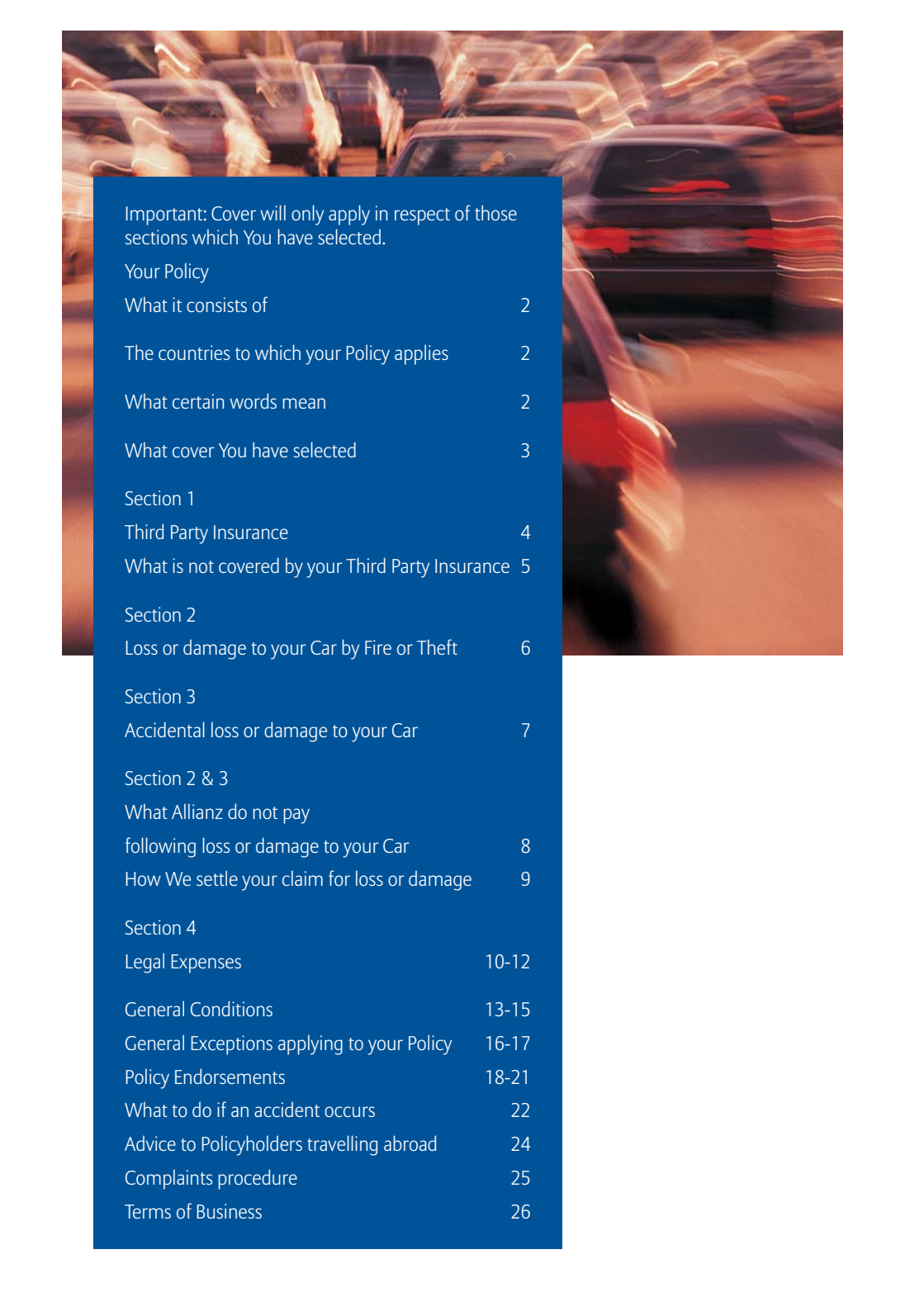
- The date on which cover is incepted
- The date on which You receive the full terms and conditions of your Policy

To exercise this right You must send written notice and return your Certificate of Motor Insurance to Us at Allianz House, 21 Linenhall Street, Belfast, BT2 8AB.

We will apply a pro rata charge for the period We were on cover plus £15 to cover our operational costs.

### **Important**

We wish to draw to your attention that our Policy excludes loss or damage arising from theft or any attempted theft whilst the ignition keys or any device of similar function of your Car have been left in or on your Car. Please refer to Exception (j) on page 8.



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

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# Your Policy

## Welcome to your Allianz Motor Policy.

The proposal form which You have signed is the basis of your Contract with Us and from which your Policy has been prepared. Your Policy is made up of three separate parts:

- This booklet
- The Schedule
- Certificate of Motor Insurance

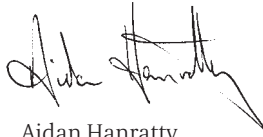
You should carefully read these documents and contact Us if any of the information is incorrect or if You have any queries.

We will provide insurance for death, injury, loss or damage as expressed in the Policy, Schedule or Certificate of Motor Insurance happening during the Period of Insurance anywhere in Northern Ireland, the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or the European Union. The insurance also operates during the course of sea transit (including loading and

unloading) between ports within the territories named.

We will also provide the minimum legal insurance required to comply with the laws relating to the compulsory insurance of motor vehicles in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7 (2) of the EC Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

On behalf of Allianz



Aidan Hanratty  
Risk Management Director

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

## In this Policy (excluding section 4)

“We”/“Us” - means Allianz (a trading name of Allianz p.l.c.).

“You” - means the person named as the Insured or Policyholder in the Schedule and the Certificate of Motor Insurance.

“Car” - means any Motor Vehicle;

- details of which have been notified to Us and for which a Certificate of Motor Insurance has been issued and remains in force;
- loaned to You by a supplier We have nominated following a claim under the Policy;
- loaned to You, up to 1700cc, for up to 7 days by a garage, motor engineer or vehicle repairer while the vehicle described on your Policy Schedule is being serviced or repaired, or having a MOT test.

“Endorsement” - means an alteration to the terms of the Policy.

“Excess” - means the amount of any loss or damage to your Car for which You are responsible.

“Schedule” - means the last Schedule which has been issued under the Policy.

“Audio Equipment” - means audio, telephone, visual navigation equipment, in-car entertainment which are permanently fitted and can only be used in your Car.

# What cover do You have?

The Schedule shows the cover You have selected:

If your cover is:	You have the benefit of
Comprehensive	The whole of the Policy
Third Party, Fire and Theft	The whole of the Policy excluding Section 3

## Extension or Restrictions of Cover

The Schedule indicates at “Endorsements Operative” whether there are any extensions or restrictions to the cover in force. The full text of such amendment(s) will be found on pages 18-20 or on separate Endorsement(s).

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.

## 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.

# Section 1: Third Party Insurance

We will indemnify the person(s) insured for legal liability (and the related costs and expenses) for damages in respect of death, bodily injury or disease to any person, and damage to property arising from the use of:

- Your Car
- A trailer which is attached to your Car

The maximum We will pay for property damage will be limited to £20,000,000 in respect of any one claim or number of claims arising out of any one accident and/or event.

## Person(s) Insured

- (a) You,
- (b) Any person permitted to drive as stated in the Certificate of Motor Insurance except a person in the Motor Trade driving the Car for purposes necessitated by its overhaul, upkeep and/or repair for You,
- (c) Any person using (but not driving) your Car with your permission for social, domestic and pleasure purposes,
- (d) At your discretion, any person (other than the driver) in your Car, or getting into or out of it,
- (e) The personal representative of any of the above person(s) (following the person's death) but only in respect of the deceased's liability.

## Costs and Expenses

We will pay:

- (a) Costs and expenses recoverable by any claimant,
  - (b) Other costs and expenses,
  - (c) Solicitor's fees for representation at a coroners inquest or fatal inquiry or in a Court of Summary Jurisdiction,
  - (d) The cost of defence against a charge of manslaughter or causing death by dangerous driving.
- (b), (c) and (d) must be incurred with our written agreement.

## Emergency Treatment

We will insure any person using any Car in connection with which Third Party Insurance is provided under this Policy to pay for Emergency Treatment of injuries caused by or arising out of the use of such Car. Cover is restricted to the extent required by legislation for compulsory insurance of motor vehicles in the country in which the incident occurred.

A payment made for Emergency Treatment will not affect your No Claim Discount.

# Section 1: Exceptions to Section 1

## - Third Party Insurance

This Section of your Policy does not cover:

- (a) Damage to property belonging to, or held in trust by, or in the custody or control of, the person(s) insured,
- (b) Damage to any vehicle being driven or used by a person insured,
- (c) Any person other than You who is insured under another policy,
- (d) Death or bodily injury to any person arising out of or in the course of their employment except to the extent required by legislation for compulsory insurance of motor vehicles in the country in which the incident occurred but excluding claims from the driver of the vehicle while using or driving the vehicle in the course of his/her employment,
- (e) Any person entitled to indemnity under any other policy,
- (f) Liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear, and/or any act deemed by the government to be an act of terrorism, except so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs.

See also General Exceptions - Pages 16 and 17.

### **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 insured or any other person concerned.

# 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 and spare parts caused by fire, lightning, explosion, theft or attempted theft, (theft is deemed to include taking your Car without lawful authority by a person who has not attained the age of 17 years).

Where accessories are other than as provided for in the manufacturer's specification for your Car, We will only pay for the cost of replacing the manufacturer's standard items unless You have notified Us of the change.

Cover is only provided in respect of those accessories and spare parts which are in the Car or on it or in your private garage. Your Car must be missing for 14 days after We have been notified before We will consider it lost by theft.

Cover for Audio Equipment is limited to £500 for any one claim, unless it is part of the manufacturer's specification.

## Excess

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, whilst your Car is on the Continent of Europe, You become liable to pay Customs Duty on it as a direct result of loss or damage covered by this Policy, We will meet that liability.

See page 8 for exceptions to this Section and pages 16 and 17 for General Exceptions.

# Section 3: Accidental Loss or Damage to your Car (other than Fire or Theft)

We will pay for loss of or damage to your Car, and its accessories and spare parts other than loss or damage described in Section 2.

Where accessories are other than as provided for in the manufacturer's specification for your Car, We will only pay for the cost of replacing the manufacturer's standard items unless You have notified Us of the change.

Cover is only provided in respect of those accessories and spare parts which are in the Car or on it or in your private garage.

Cover for Audio Equipment is limited to £500 for any one claim, unless it is part of the manufacturer's specification.

## Excess

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.

The amount is increased by £100 where the driver (or person in charge of your Car) other than You, holds a provisional licence or has held a full licence for a period of less than 12 months.

The amount is increased by £150 where the driver (or person in charge of your Car) other than You, is aged under 25 years.

See page 8 for exceptions to this Section and pages 16 and 17 for General Exceptions.

# Exceptions to Sections 2 and 3

We will not pay for:

- (a) Losses You sustain through not being able to use your Car,
- (b) The cost of hiring another vehicle,
- (c) Depreciation whether as a result of loss of value due to accident or theft or depreciation due to age and normal wear and tear,
- (d) Wear and tear,
- (e) Repairs or replacements which improve your Car beyond its condition before the loss or damage,
- (f) Mechanical, electrical or electronic breakdowns, failures or malfunctions,
- (g) Damage to tyres caused by applying the brakes, road punctures, cuts or bursts,
- (h) Loss or damage resulting from any use of your Car not permitted by the Certificate of Motor Insurance,
- (i) Broken glass in the windscreen, windows or roof of your Car nor for any scratching of bodywork resulting directly from such breakage where such damage is the only damage caused unless otherwise stated in the Schedule,
- (j) Loss or damage arising from theft or any attempted theft whilst the ignition keys or any device of similar function of your Car have been left in or on your Car,
- (k) Theft of a car phone from an unattended vehicle unless locked in the boot of the Car or locked in the glove compartment.

# Sections 2 & 3: What does "Pay" Mean?

The word "pay" means that We may, at our option, make a payment in cash of the amount of loss or damage, or may repair, reinstate or replace. 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 of a total loss We will not pay more than the market value of your Car immediately prior to the loss or damage as assessed by a Motor Engineer.

We will not pay more than the manufacturer's or supplier's most recent list price (plus the reasonable cost of fitting) for any part or accessory.

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

## Repairs, Collection and Delivery

You may authorise repairs, not exceeding £500, provided an estimate is sent immediately to Us and any damaged parts which are renewed are retained for inspection.

If your Car is disabled, We will pay the reasonable cost of protection and removal to the nearest repairers.

If the Car is considered by a Motor Engineer to be beyond economical repair We will pay to have it removed to free and secure storage.

After it has been repaired We will pay for the reasonable cost of delivery of your Car to your address last advised to Us.

We will only make these payments in connection with a valid claim for loss or damage to your Car. The repairer may require You to pay the Excess to him before he releases your Car. If You are registered for Value Added Tax You will be required to pay the Value Added Tax amount of the account.

# Section 4: Legal Expenses

Your Schedule will show if this section is insured by your Policy.

We agree to cover the person named in the Schedule under the terms and conditions of this Policy as long as the premium has been paid.

## The meaning of words

### You

The person named in the Schedule or any person authorised to drive or be a passenger in your Car.

### Car

Any Motor Vehicle;

- details of which have been notified to Us and for which a Certificate of Motor Insurance has been issued and remains in force;
- loaned to You by a supplier We have nominated following a claim under the Policy;
- loaned to You, up to 1700cc, for up to 7 days by a garage, motor engineer or vehicle repairer while the vehicle described on your Policy Schedule is being serviced or repaired, or having a MOT test.

### Territorial Limit

Northern Ireland, the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands or the European Union.

### Period of Insurance

The period shown in the Schedule.

### We, Us, Our

Allianz (a trading name of Allianz p.l.c.).

### Schedule

The last Schedule which has been

issued under the Policy.

### Legal Representative

The solicitor, barrister or expert appointed under this Policy to represent You and protect your interests.

### Costs

Under this Policy We will pay the following:

- The professional fees and expenses reasonably and properly charged by the Legal Representative
- Your opponent's Costs which You are ordered to pay by a court or tribunal

The most We will pay for all claims arising out of any one road accident is £50,000.

### What is covered

We will pay the Costs of any legal action taken by You or on your behalf as a result of any road traffic accident which causes the following:

- Your death or bodily injury while You are in, or getting into or out of the Car
- Damage to the Car
- Damage to property which You own or are legally responsible for and which is in or on the Car

We will provide this cover as long as:

- The claim is not covered under any other insurance policy
- The road accident happened within the Territorial Limit and within the Period of Insurance
- The claim will be decided by a court within the Territorial Limit
- There is a reasonable chance of recovering damages

# Section 4: Legal Expenses (continued)

## What is not covered

We will not provide cover for the following:

- 1 Any claim arising out of a contract You have with another person or organisation,
- 2 A claim for an event which is not covered under your current motor insurance Policy,
- 3 Disputes between You and Us, except as dealt with under condition 6,
- 4 Costs We have not agreed to in writing,
- 5 Costs You have paid directly to the Legal Representative or any other person without Our permission,
- 6 Any Value Added Tax You can recover from elsewhere,
- 7 Any Costs covered by any other insurance policy or for which any other party is liable,
- 8 Claims arising from war, invasion, riot, revolution or a similar event.

See also General Exceptions

## Conditions

If You do not keep to the conditions, We may cancel the Policy and refuse any claim and withdraw from any current claim.

### 1 You must do the following:

- (a) Give us written details of your claim along with any other supporting information We ask for,
- (b) Make your claim within six months of the date of the road accident,
- (c) Follow the Legal Representative's advice

and provide any information he or she asks for,

- (d) Take every step to recover Costs and pay them to Us,
- (e) Get Our written permission before making an appeal,
- (f) Make sure Your Legal Representative keeps to condition 2 below.

### 2 Your Legal Representative must do the following:

- (a) Get Our written permission before instructing a barrister or expert witness,
- (b) Tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy,
- (c) Tell Us immediately if the other party makes a payment into court or any offer to settle the matter,
- (d) Report the result of the claim to Us when it is finished.

### 3 We will have the right to do the following:

- (a) Appoint the Legal Representative in your name and on your behalf,
- (b) Have any legal bill audited or taxed,
- (c) Contact the Legal Representative at any time, and have access to all statements opinions and reports,
- (d) End your cover if, during the course of the claim, We think there is no longer a

## Section 4: Legal Expenses (continued)

reasonable chance of success.

If You continue the claim and get a better settlement than We

expected, We will pay your

reasonable costs which You cannot recover from

anywhere else,

- (e) At the end of the claim, settle the Costs covered by this Policy if those Costs cannot be recovered from anywhere else.

### 4 Your agreement with others

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation. See also Claims Procedure, page 14.

### 5 Choosing the Legal Representative

When You need to start legal proceedings You can choose the Legal Representative but should We already have on record a

Legal Representative pursuing or defending proceedings in your name that Legal Representative shall be nominated by You providing there is no conflict of interest.

### 6 Disputes

If there is a dispute between You and Us the matter may be referred to an Arbitrator who You and We agree to.

If We cannot agree on an Arbitrator, one will be chosen by the President of the Law Society or by the Bar Council.

All costs of the arbitration will be paid by the person the Arbitrator's decision goes against. If the decision is not clearly made against either You or Us, the Arbitrator will decide how You and We will share the Costs.

See also General Conditions on Page 14 which apply to your Policy.

# General Conditions which apply to your Policy

## Observance of Conditions

We will only provide the insurance described in this Policy if:

- (a) The information detailed on your proposal form and declaration is to the best of your knowledge and belief correct and complete and during the currency of this Policy You disclose all material facts as and when they arise,
- (b) Any person claiming to be insured has complied with all terms, conditions and Endorsements of this Policy.
- (c) The registered keeper or owner of your Car changes,
- (d) You change your Car for another one,
- (e) Any modifications are made to your Car,
- (f) You change your address,
- (g) Any change of use,
- (h) Any driver develops a health condition which may affect their driving.

## Note:

**If You are in any doubt as to whether "information is material" then You should advise Allianz of the information. The Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material facts, i.e. those circumstances which may influence Us in our acceptance or assessment of this insurance.**

## Changes in Risk

You must tell Us immediately about any change in risk which could affect your Policy. For example, You must tell Us if any of the following happens:

- (a) You or any other driver has been convicted of any motoring or criminal offence,
- (b) The main driver of your Car changes or You wish to cover an additional driver,

This list is not exhaustive. If You are unsure whether to report any change, please speak to Us. We may re-assess your cover and premium as result of any important information You give Us.

If You do not tell Us anything which is relevant:

- (a) Your Policy may not be valid,
- (b) We may reject your claim.

When We are advised of any change to the risk We will recalculate the premium. Where the change is effective other than at inception or renewal date, We may apply a mid term adjustment premium. This will be based on our reassessment of the risk and may be either an additional premium or a refund of premium. Where the calculated adjustment premium is less than £10 no additional premium will be charged

# General Conditions which apply to your Policy (continued)

and no return premium will be allowed.

## Looking After Your Car

You must take all reasonable precautions to:

- (a) Maintain your Car in a safe and roadworthy condition,
- (b) Prevent injury, loss or damage.

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.

## Claims Procedure

In connection with any injury, loss or damage which may give rise to a claim under the Policy You must:

- As soon as reasonably possible give Us written notice and all information and assistance required
- Send Us immediately any writ or summons, and as soon as possible any letter, claim or other document received
- Notify Us immediately in writing of any impending prosecution, inquest or fatal inquiry
- Not admit liability for or negotiate the settlement of any claim without the written agreement of Allianz

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.

## Cancelling Your Policy

You may cancel your Policy at any time by returning to Us the Certificate of Motor Insurance. If there has been no claim during the current Period of Insurance We will allow a return of premium for the unexpired Period of Insurance. If the Policy has been in force for less than one year We will apply an additional charge of £15 to cover our operational costs.

We may cancel the Policy by sending notice by recorded delivery letter to You at your last known address. This notice is effective from midnight on the seventh day immediately following the date of the recorded delivery letter. You must return the Certificate of Motor Insurance to Us. If there has been no claim during the current Period of Insurance We will allow a return of premium for the unexpired Period of Insurance.

Regardless of which Party cancels the Policy, if there has been a claim during the current Period of Insurance We will return no premium.

If the Company has agreed to accept payment of premium for this Policy by monthly direct debit payments then in the event of non-payment of any monthly payment on its due date the Company may cancel this

# General Conditions which apply to your Policy (continued)

Policy by giving seven days notice by recorded delivery letter to the last known address of the Insured and following the expiry of this notice the Policy will be automatically cancelled. The Company will be entitled to payment of the premium proportionate to the Period of Insurance and in the event of a claim during the current Period of Insurance the Company will be entitled to the full premium.

## Other Insurance

If any loss or damage is covered by any other insurance, We will not pay more than our rateable proportion. This does not override the references to other insurance in page 5.

## Arbitration in Respect of Amount (but not Liability)

All differences arising out of this Policy shall be referred to the decision of an Arbitrator who will be appointed jointly by You and Us in accordance with the relevant law at the time 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 shall sit with the Arbitrators at their meeting and in the 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 arbitration 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.

**Note:** This condition does not affect your right to refer any claim or query to the office of the Financial Ombudsman Service

## Fraud

If any claim is in any respect fraudulent or if any fraudulent means including inflation or exaggeration of the claim or submission of forged or falsified documents are used to obtain benefit by the Insured or anyone acting on the Insured's behalf all benefit under this Policy shall be forfeited.

## Governing Law

This agreement shall be governed by and construed in accordance with the laws of Northern Ireland and will be subject to the jurisdiction of the Northern Ireland courts.

# General Exceptions

## This Policy does not cover

1. Any injury, loss or damage occurring while your Car is being:
  - (a) Driven by any other person or used for any purpose not allowed by the Certificate of Motor Insurance other than cover for loss of or damage to your Car arising from "Theft" as described on page 6,
  - (b) Driven by You, unless You hold a licence to drive it,
  - (c) Driven with your general consent by any person who does not hold a licence to drive it.

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

2. Liability accepted under an agreement, unless the liability would have existed 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. 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, except so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs.

5. Any injury, loss or damage (except so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs) caused by:
  - (a) Earthquake,
  - (b) Riot or civil commotion elsewhere than in Great Britain, the Isle of Man or the Channel Islands.
6. Loss or damage to your Car (or its accessories or spare parts) caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.
7. Any accident, injury, loss, damage or liability when any Car covered by your Policy is in an area of an aerodrome, airport,

# General Exceptions

- 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 service roads, refuelling areas, ground equipment parking areas, hangars and maintenance areas.
8. 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.
9. 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, programme, software, data, information repository, microchip, integrated circuit or similar device in computer equipment or non-computer equipment that results from the malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code including but not limited to computer virus, worm, logic bomb or Trojan horse, except so far as is necessary to meet the requirements of the legislation for compulsory insurance of motor vehicles in the country in which the incident occurs.

# Policy Endorsements

The following Endorsements apply ONLY if the Endorsement Number is shown in the Schedule and are otherwise subject to the terms, conditions and exclusions of your Policy.

## Endorsement No. 1 - Exclusion of own damage cover for provisional licence holders

We will not pay for loss or damage to your Car whilst it is being driven by or is in the charge of a person who holds a provisional licence.

## Endorsement No. 3 - Windscreen damage

Exception (i) on page 8 is hereby deleted. We will pay for broken glass in the windscreen, windows and roof of your Car and any scratching to the bodywork resulting directly from such damage where such damage is the only damage caused subject to the following limits:

- (a) Broken glass replaced or repaired by "Autoglass" or "National Windscreens" or "Auto Windscreens" - unlimited,
- (b) Broken glass repaired or replaced by any other repairer - £150 in total,
- (c) Except where the windscreen is repaired an excess of £50 applies.

## Endorsement No. 4 - Driving other cars

We will insure You in respect of legal liability, as provided on pages 4 & 5 of the Policy, whilst You are driving another private car or motor cycle, provided such car or motor cycle:

- (a) Does not belong to You or your

employer,

- (b) Is not hired or leased to either of the parties described in (i) above under a Hire Purchase or Leasing Agreement,
- (c) 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.

## Endorsement No. 5 - Protected No Claim Discount - standard protection

You may incur up to one claim in a five year period, costing in total not more than £2,000, without incurring any loss of No Claim Discount. Claims for windscreen breakage will not be taken into account for the purpose of this Endorsement if this cover is shown in your Schedule.

Allianz reserve the right to increase premium in the event of poor claim experience.

## Endorsement No. 6 - Protected No Claim Discount - superior protection

You may incur up to two claims in a five year period, of any value without incurring any loss of No Claim Discount. Claims for windscreen breakage will not be taken into account for the purpose of this Endorsement if this cover is shown in your Schedule.

Allianz reserve the right to increase premium in the event of poor claim experience.

# Policy Endorsements (continued)

## Endorsement No. 7 - Additional Benefits

### A New Car Replacement

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

- (a) Damaged within the meaning of your Policy cover to an extent greater than 60% of the manufacturer's last published list price in the United Kingdom (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 parties.

### B Road Fund Licence Duty

We will pay the amount of the unexpired portion of the Road Fund Licence Duty if You are unable to recover a refund from the Licensing Authority following a total loss (which is insured under your Policy) of the Car.

### C Personal Accident Benefits - Driver and Occupants of Car

Where the driver, or any other person, under 70 years of age suffers bodily injury by accidental external violent and visible means whilst travelling in the Car described in the Schedule We will, at your request, pay to the person injured or his legal personal representatives the benefits specified in the table below, provided such injury shall, independently of any other cause and within three months result in:

	Benefits for persons who have attained 17th birthday	Benefits for persons who have not attained 17th birthday
1. Death	£3000	£3000
2. Complete and permanent loss of sight of one or both eyes	£3000	£3000
3. Loss by severance of one or more limbs at or above the wrist or ankle	£3000	£3000
4. Permanent total disablement	£3000	£3000
5. Temporary total disablement (payable for 50 weeks after excluding the first 14 days)	£60 per week	Nil
6. Medical surgical and hospital fees and cost of appliances necessarily incurred.	£250	£250

# Policy Endorsements (continued)

**“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, profession 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.

# Policy Endorsements (continued)

## Provided that:

- (a) In respect of 1 to 4 above, the total amount payable to any one person arising out of any one accident is £3,000,
- (b) No benefit will be paid to any person until the total amount has been ascertained and agreed. However, payments on account may be made for Temporary total disablement after a period of 8 weeks has elapsed,
- (c) No benefit will be paid to the driver of the Car arising out of an accident where he/she was:
  - (i) Convicted or a prosecution is pending under any Road Traffic legislation relating to the level, concentration or quantity of alcohol or drugs in the body,
  - (ii) Following a post mortem examination found to have a higher level, concentration or quantity of alcohol or drugs in his/her body than is prescribed in the Road Traffic legislation of the territory where the accident occurred,
  - (iii) Not a person permitted to drive in the Certificate of Motor Insurance,
- (d) Detailed accounts receipts and other adequate documentation must be furnished to Us in respect of any claim for reimbursement under item 6,
- (e) Where any other policy(policies) are held by You or your spouse compensation shall be recoverable under one policy only.

## D. Personal effects and clothing

We will pay You or at your request such other person as may be the owner of the property for loss of or damage to personal effects and clothing, up to £150, and any wheel chair, child's pushchair, buggy or carrycot, up to £150, while in or on the Car described in the Schedule by fire, theft, attempted theft or by accidental means provided that:

- (a) Our total liability shall be limited to £300 in respect of any one occurrence,
- (b) Payment to any person other than You shall be paid direct to that person who shall observe fulfil and be subject to the terms exceptions and conditions of this Policy in so far as they can apply,
- (c) We shall not pay for loss of or damage to:
  - (i) Money, stamps, tickets, documents or securities,
  - (ii) Goods or samples carried in connection with any trade or business,
  - (iii) Any property unless at the time of the loss or damage due to theft such property was stored in the locked boot or closed compartment and the Car is locked when it is unattended.

## Car Sharing

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in a Car insured under this Policy will not be regarded as constituting the carriage of passengers for hire or reward (or the use of the Car for hiring) provided that:

- (a) The Car is not constructed or adapted to carry more than eight passengers (excluding the driver),
- (b) The passengers are not being carried in the course of a business of carrying passengers,
- (c) The total contributions received for the journey concerned do not involve an element of profit.

## What to do if an accident occurs

Note the registration number(s) of the vehicle(s) involved.

Note the name of the Insurance Company insuring any vehicle(s) involved.

Ask for the names and addresses of other people involved and any witnesses.

Make a sketch plan of the scene of the accident and record in writing the circumstances which caused the accident.

Do not admit responsibility or sign any statement to this effect.

Keep your vehicle at the scene of the accident for a reasonable time.

You must, if required, give:

Your name and address.

The name and address of the vehicle

owner (if not yourself).

The registration number of your vehicle.

Evidence of Insurance to a Policeman or Policewoman or if no Police are present, to anyone who was involved in or affected by the accident - in any other case the information must be given, if requested, to anyone who was present at the time of the accident. Where a person or persons are injured, the accident must be reported at the nearest convenient Police Station if no Police are present at the scene of the accident. Also, if an animal is injured, or property damaged, and particulars were not given at the scene of the accident, then You must report the accident at the nearest convenient Police Station.

## Making a claim

If You need to make a claim, please telephone Us on our 24 hour Accident Management Service on 0800 626 086 or contact Us at Allianz, 21 Linenhall Street, Belfast, BT2 8AB. When You call, please provide your policy number, details of what happened, and the time and date of the incident.

## Getting your Car repaired

If your Car suffers damage that is covered by your Policy, We recommend that You take it to one of our Approved Repairers, or that You arrange for it's collection by one of them.

Our Approved Repairers are authorised to take immediate steps

to arrange repairs. Every effort will be made to supply You with a courtesy car but this is not guaranteed.

If You do not use an Approved Repairer, You should arrange for an estimate of repair costs to be sent to Us by your selected repairer.

# Advice to Policyholders Travelling Abroad

This Policy applies in all member countries of the European Community and Croatia, Iceland, Norway, Switzerland and Liechtenstein. An International Certificate of Motor Insurance or Green Card is not required for these countries. Instead, ensure that You take this Policy booklet and your Certificate of Motor Insurance with You as evidence of Insurance.

For travel to any country not referred to above or if your intended period of foreign travel exceeds 60 days, please contact Us.

## No Claim Discount

If no incident occurs during the Period of Insurance which results in a claim, your No Claim Discount will increase in line with our usual scale.

If an incident occurs during the Period of Insurance which results in a claim, your No Claim Discount will reduce in line with our usual scale.

You cannot transfer your No Claim Discount to anyone else.

# Complaints Procedure

We will make every effort to give You an excellent service. However, if You are not satisfied with the service We provide please contact a manager at Allianz. If after contacting the above You need further help please write to:

The Management Group  
Allianz  
21 Linenhall Street  
Belfast  
BT2 8AB

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  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0845 080 1800

E.mail:

[enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Website:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Allianz p.l.c., trading as Allianz is a member of the Financial Ombudsman Service and a member of the Association of British Insurers.

# Terms of Business

## Who We are

The underwriter of your insurance is Allianz p.l.c., registered in Ireland, Companies Registration Office No. 143108, trading as Allianz, having its registered head office at Allianz House, Elmpark, Merrion Road, Dublin 4. Our Home State is Ireland. Our branch trading address is Allianz House, 21 Linenhall Street, Belfast, BT2 8AB.

## What We do

Allianz p.l.c. is a non-life general insurance undertaking underwriting personal and commercial insurance products.

## Statutory Status

Allianz p.l.c. trading as Allianz is authorised by the Financial Regulator in Ireland and regulated by the Financial Services Authority for the conduct of UK general insurance business.

## Language

Your Policy and all communications with You or by You to Us will be in English.

## 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 in order to improve customer service and for regulatory purposes.







Allianz  
Allianz House  
21 Linenhall Street  
Belfast BT2 8AB

Tel: (028) 90 828828  
Fax: (028) 9043 4222  
E-mail: [direct@allianz-ni.co.uk](mailto:direct@allianz-ni.co.uk)  
Web Site: [www.allianz-ni.co.uk](http://www.allianz-ni.co.uk)

Allianz is a trading name of Allianz p.l.c.  
registered in Ireland No. 143108