

Policy

Allianz 

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In your interest:

Please read this Policy carefully to ensure that it provides the cover requested. If it does not, then please return it immediately to your Intermediary or to the Company, together with your instructions.

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

Tel: +028 90895600

Email: info@allianz-ni.co.uk

Policy Form Reference: 55VB

Policyholder's 14 day right to cancel

You have a right to cancel this insurance within 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 Certificates of Motor Insurance to Us at Allianz plc, 3 Cromac Quay, The Gasworks, Ormeau Road, Belfast BT7 2JD.

We will apply a pro rata charge for the period we were on cover plus £20 to cover our operational costs. However if you have made a total loss claim in respect of all the insured vehicles, the policy will be fully completed and there will be no entitlement to a refund of premium.

Motor – Commercial Vehicle Policy

Introduction

The Insured named in the Schedule hereto having by a Proposal and Declaration, which shall be the basis of this Contract, applied to Allianz p.l.c., trading as Allianz hereinafter called “the Company” for the insurance hereinafter defined and having paid or agreed to pay the premium, the Company agrees to provide such insurance on the terms set out in the Policy happening during the Period of Insurance anywhere in the Territory, subject to the Definitions, General Provisions, General Exceptions and General Conditions contained herein or endorsed or otherwise expressed hereon. The Period of Insurance shall be

as expressed in the Schedule attached hereto or any subsequent period for which the Company may accept payment for the renewal of this Policy.

On behalf of Allianz p.l.c.



Aidan Hanratty
Director Underwriting

Motor – Commercial Vehicle Policy

Cover

All Sections of your Policy apply unless cover is described as follows against the insured vehicle(s) on the Schedule or is otherwise specified by endorsement.

ComprehensiveSections 1, 2, 3, 4, 5 and 6 apply

Third Party, Fire and TheftSections 1, 2, 5 and 6 apply

Third Party, OnlySections 1 and 6 apply

Fire and TheftSection 2 applies

Motor – Commercial Vehicle Policy

Definitions

We/Us/the Company

Allianz p.l.c. trading as Allianz.

Insured/Policyholder/You

The persons, companies or firms named as the Insured on the Schedule and Policyholder on the Certificate of Motor Insurance.

Schedule

Sets out details of the Insured and insurance protection provided. The Schedule is part of your Policy.

Endorsements

Set out any special terms applying to your Policy and are shown on the Schedule.

Excess

The amount You pay towards the agreed cost of any claim under your Policy.

Motor Certificate

Your Certificate of Motor Insurance, which is evidence of the existence of motor insurance as required by law and forms part of your Policy. It contains details of who may drive the Insured Vehicle subject to any Endorsement shown on the Schedule and describes the purposes for which the Insured Vehicle may be used.

Any motor vehicle, which the Company has agreed to insure and which is described in the 'Description of Vehicle' on your Motor Certificate, (unless a certificate is not required by law), and any trailer which the Company has agreed to insure, provided You have paid or agreed to pay the premium.

Territory

Northern Ireland, the Republic of Ireland, Great Britain, the Isle of Man, the Channel Islands, any country which is a member of the European Union, Iceland, Liechtenstein, Norway and Switzerland.

The Company will also provide the minimum legal insurance required to comply with the laws relating to the compulsory insurance of motor vehicles in any country in respect of which the Commission of the European Union is satisfied that arrangements

Motor – Commercial Vehicle Policy

Definitions (continued)

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).

If the minimum indemnity required by the laws of Great Britain, Northern Ireland, the Isle of Man or the Channel Islands be higher than that of such country then the indemnity provided will be that required in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands as if the event giving rise to such liability had occurred in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The insurance also operates during the course of transit (including loading and unloading) by a recognized sea or rail passage between the countries for which this insurance operates.

Passenger

Any person whilst in, travelling in, getting into or out of the Insured Vehicle.

Period of Insurance

As stated on the Schedule.

Insured Value

The market value of the Insured Vehicle at the time of loss or damage, but not exceeding your estimate of its value at last notification to the Company.

Special Type Vehicle

Any insured vehicle constructed to be primarily used as a tool of trade.

Insuring Clauses

SECTION 1 – LIABILITY TO OTHERS

Cover

You

The **Company** will insure **You** in respect of your legal liability to pay damages and claimant's costs and expenses arising out of an accident in connection with the **Insured Vehicle** and resulting from

- (i) death of or bodily injury to other persons
- (ii) damage to other persons' property up to a limit of
 - (A) £20,000,000 where the **Insured Vehicle** is a private car
 - (B) £5,000,000 where the **Insured Vehicle** is other than a private car for any one claim or number of claims arising out of one event.

Other persons

In the same way as **You** are insured the **Company** will insure

- (a) any person **You** allow to drive or use the **Insured Vehicle** provided this person is permitted by your **Motor Certificate** or has been agreed by the **Company** but subject to any **Endorsement** shown on the **Schedule**
- (b) at your request, any **Passenger** in the **Insured Vehicle**.

Towing

This Section will operate in respect of any trailer or one disabled mechanically propelled vehicle, whilst attached to the **Insured Vehicle**, provided towing is not excluded by your **Motor Certificate**.

Application of property damage limit

In the event of any accident involving payment on behalf of more than one person insured by this Section the limit in respect of damage to other persons' property shall apply in the aggregate and in priority to **You**.

Costs and expenses

In the event of an accident, which might result in a claim under this Section the **Company** will pay all costs and expenses incurred with our written consent including

- (a) solicitor's fees for representation at any coroner's inquest, fatal inquiry or Court of Summary Jurisdiction

Insuring Clauses (continued)

- (b) fees for legal services for defence in the event of proceedings being taken for manslaughter or causing death by dangerous driving.

Legal personal representatives

Following the death of any person **the Company** insures under this Section, **the Company** will continue to protect the deceased person's estate for liability insured under this Section and incurred by the deceased person.

Right of recovery

If the law of any country in which your Policy operates obliges **the Company** to make a payment for which **the Company** would not otherwise be liable, **the Company** reserves the right to recover from **You** the amount involved.

Joint insured (Cross liabilities)

This Section will operate as if a separate Policy had been issued to each party specified as the **Insured** subject to the aggregate property damage limit specified above.

Principal's clause

The Company will insure **You** in respect of legal liability arising from your negligence or that of any person in your employ that is assumed by **You** under an agreement with any Principal, provided that **You** have arranged for the conduct and control of all claims to be vested in **the Company**.

Exclusions

The Company will not insure

1. liability for death, bodily injury or damage to property arising or incurred
 - (a) beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of the **Insured Vehicle** by any person other than its driver or attendant
 - (b) out of the operation as a tool of any vehicle, trailer, or plant attached to the vehicle or trailer except as required by any road traffic legislation

Insuring Clauses (continued)

- (c) by any person who is entitled to protection under any other policy
- 2. liability for death of or bodily injury to any person arising out of and in the course of their employment by the person claiming under this Section except as required by any road traffic legislation
- 3. liability for loss of or damage to
 - (a) property belonging to or in custody or control of the person claiming under this Section
 - (b) property being carried in or on the **Insured Vehicle**, unless the **Insured Vehicle** is a private car
- 4. liability for loss of or damage to any vehicle or trailer for which insurance is provided by this Section
- 5. any accident, loss or damage to any aircraft or any liability of whatsoever nature resulting from such accident, loss or damage
- 6. any consequential loss in connection with any aircraft or airport or military base operation arising from the presence of any vehicle for which insurance is provided by this Section in any area to which any aircraft has access
- 7. liability for death or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly 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
- 8. damage to any bridge, viaduct, weighbridge or road or anything beneath by vibration or by the weight of the vehicle and its load if the **Insured Vehicle** exceeds 38 tonnes gross vehicle, plated or train weight.

Insuring Clauses (continued)

SECTIONS 2 & 3 – LOSS OR DAMAGE TO THE INSURED VEHICLE

Cover

Section 2 – Fire and Theft

The Company will insure You for loss of or damage to the **Insured Vehicle**, including its accessories and spare parts whilst thereon, by fire, lightning, explosion, theft, attempted theft or taking away without lawful authority.

Section 3 – Accidental Damage

The Company will insure You for loss of or damage to the **Insured Vehicle**, including its accessories and spare parts whilst thereon, arising from any accident.

Accidental Damage Excess

You will be required to pay the **Excess** amount specified on the **Schedule** for loss of or damage to the **Insured Vehicle** under Section 3 – Accidental Damage, in addition to any Young or Inexperienced Driver's **Excess**.

Young or Inexperienced Drivers Excess

If the **Insured Vehicle** is damaged whilst it is being driven by or in the charge of a young or inexperienced driver, **You** will be required to pay the first amount as follows

<u>Driver/Person in charge</u>	<u>Amount</u>
(a) under 21 years of age	£350
(b) 21 years of age and over but under 25 years of age	£250
(c) 25 years of age or over 25 years of age who holds a provisional licence or has held a licence to drive the Insured Vehicle other than provisional for less than 1 year	£200

Windscreen Breakage Excess

Where all Sections of the Policy apply and the only damage sustained is a broken windscreen or window glass, **You** will be required to pay the first £50. The claim will not affect any No Claim Discount referred to in Section 5 of your Policy and no other **Excess** will apply. The £50 will not apply if the windscreen or window glass is repaired and not replaced.

Insuring Clauses (continued)

Claims settlement

In the event of claim under Section 2 or 3 **the Company** will, at its option, pay for the repair or replacement or pay in cash up to the market value of the **Insured Vehicle** at the time of the loss or damage or the value last declared to **the Company**, whichever is the least.

The Company will also pay the reasonable cost of

- (a) protecting the **Insured Vehicle** and removing it to the nearest repairers when necessary if the **Insured Vehicle** is disabled
- (b) delivering the **Insured Vehicle** to **You** in Great Britain, Northern Ireland, the Isle of Man, the Republic of Ireland or the Channel Islands after repair.
- (c) any customs duty on the **Insured Vehicle** which **You** may be obliged to pay as a direct result of loss of or damage to the **Insured Vehicle** preventing or delaying its return to Great Britain, Northern Ireland, the Republic of Ireland, the Isle of Man or the Channel Islands
- (d) any General Average, Salvage, Sue and Labour charges which **You** may be obliged to pay arising from the transportation of the **Insured Vehicle** by sea.

Legal owner

If the **Insured Vehicle** is owned by someone other than **You** and/or is the subject of a hire contract or hire purchase agreement and **the Company** decides to pay in cash for any loss or damage, such payment will normally be made to the legal owner.

Exclusions

The Company will not insure

1. loss of use, depreciation, wear and tear, electronic failures, mechanical or electrical breakdown, failure or breakages
2. damage to tyres by the application of brakes or by punctures, cuts or bursts
3. loss or damage arising from deception by a purported purchaser or his agent
4. damage caused directly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds
5. that part of the cost of any repair or replacement which improves the **Insured Vehicle** beyond its condition before the loss or damage occurred.
6. loss of or damage to property in or being conveyed in or on the **Insured Vehicle**.

Insuring Clauses (continued)

SECTION 4 – ADDITIONAL BENEFITS

This Section does not apply if the **Insured Vehicle** is a **Special Type Vehicle**.

Bodily Injury

The Company will pay £2,500 at your request if the driver of the **Insured Vehicle** suffers bodily injury whilst in, travelling in, getting into or out of the **Insured Vehicle** if the bodily injury within 12 months of the accident directly results in death, total and permanent loss of sight of one or both eyes or loss of one or more limbs. Payment will be made directly to the injured person or to their legal personal representative.

Exclusions

The Company will not pay

1. for more than £2,500 following any one accident
2. under more than one motor policy **You** or the driver may hold with **the Company**
3. for any person less than 17 or more than 70 years of age.

Medical expenses

The Company will pay medical expenses incurred up to £100 for each person injured in an accident whilst in, travelling in, getting into or out of the **Insured Vehicle**. The maximum **the Company** will pay will be limited to £500 in total for claims arising out of any one cause.

SECTION 5 – PERSONAL BELONGINGS

This Section does not apply if the **Insured Vehicle** is a **Special Type Vehicle**.

The Company will pay up to £100 in all for loss of or damage to personal belongings in or on the **Insured Vehicle** by fire, theft, attempted theft or accident.

Exclusions

The Company will not pay for

1. contents or accessories, except for permanent fixtures and fittings, if the **Insured Vehicle** is a mobile caravan or a trailer
2. money, stamps, tickets, documents or securities
3. goods, samples or equipment carried in connection with any trade or business
4. property insured under any other policy
5. personal belongings in or on the **Insured Vehicle** if it is a trailer.

Insuring Clauses (continued)

SECTION 6 – NO CLAIM DISCOUNT

This Section only applies to vehicles for which a No Claim Discount scale operates.

No Claim Discount

Provided no claim is made or arises under your Policy during the year of insurance immediately preceding the 'Renewal Date' shown on the **Schedule**, the premium will be reduced in accordance with the No Claim Discount scale applicable at that time.

If your Policy applies to more than one vehicle the No Claim Discount operates as if a separate Policy had been issued for each vehicle.

Your No Claim Discount is not transferable to anyone else.

No Claim Discount Protection

After the maximum discount has been earned and where appropriate, subject to an additional premium having been paid, the discount will remain on maximum provided that not more than two claims have been made in a period of five consecutive years.

The **Schedule** will tell **You** whether this protection applies to the **Insured Vehicle**.

Motor – Commercial Vehicle Policy

General Provisions

Applying to every Section of your Policy

Use by the motor trade

The Company will continue to insure **You** in accordance with your Policy cover, as shown on the **Schedule** or Register of Vehicles, while the **Insured Vehicle** is in the custody or control of a member of the motor trade and used only for the purpose of its overhaul, upkeep or repair. For this purpose **the Company** ignores any limitations as to driving or use.

General Exceptions

Applying to every Section of your Policy

The Company will not insure or pay for

Driving and use

1. liability, loss, damage or injury involving the **Insured Vehicle** or any other motor car or motor cycle insured by your Policy while it is being driven or used by **You** or with your general consent or the general consent of your representative
 - (a) if it is known by the person claiming protection that the person driving is disqualified from driving or has not held a licence to drive the vehicle or is prevented by law from obtaining one
 - (b) for purposes not permitted by your **Motor Certificate** or, if a certificate is not required by law, for purposes not agreed by **the Company**
 - (c) by a driver not permitted by your **Motor Certificate** or, if a certificate is not required by law, by drivers not agreed by **the Company**
 - (d) by a driver who is excluded by **Endorsement**.

Liability by agreement

2. any liability incurred by agreement
 - (a) unless the liability would have been incurred without the agreement
 - (b) except as provided for in sub-section 'Principal's clause' of Section 1 – Liability to Others but in any event **the Company** will not insure or pay for liquidated damages or payments under penalty clauses or any liability
 - (i) for death of or bodily injury to any person in the employ of the Principal arising out of and in the course of such employment except as required by any road traffic legislation
 - (ii) for injury to the Principal for any amount for which **You** would not be liable in the absence of the agreement
 - (iii) for damage to property belonging to or held in trust by or in the custody or control of the Principal for any sum in excess of that required to indemnify the Principal
 - (iv) incurred by the Principal under an agreement unless it would have been incurred without the agreement.

Radioactivity

3. any expense, injury, consequential loss, legal liability or any loss, destruction or damage to property directly or indirectly caused by or contributed to by or 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

General Exceptions (continued)

- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of an explosive nuclear assembly.

War and Terrorism

4. any 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;

- (1) 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;

or

- (2) any act of terrorism.
For the purpose of this General 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.

This General Exception 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 (1) and/or (2) above.

If **the Company** alleges that by reason of this exclusion, any liability, loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the **Insured**.

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

This General Exception applies except so far as is necessary to meet the requirements of any road traffic legislation.

General Exceptions (continued)

Cyber Risk Clarification

This Policy does not apply to any liability, loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with:

- (i) the loss of alteration of or damage to
or
- (ii) 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.

Riot and civil commotion

- 5. any claim (except under Section 1) arising as a result of riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

Towing

- 6. liability, loss, damage or injury whilst the **Insured Vehicle** is towing a greater number of trailers in all than is permitted by law or, if less, the number permitted by your **Motor Certificate**.

Keys exclusion

- 7. loss or damage to the **Insured Vehicle** arising from theft or any attempted theft whilst the ignition keys or any device of similar function of your vehicle have been left in or on your vehicle.

Court Awards

- 8. legal liability arising out of any judgement in any court outside the **Territories** to which this Policy applies.

General Conditions

Applying to every Section of your Policy

Observance of Conditions

1. The observance by **You** of the terms, conditions and **Endorsements** of this Policy as far as they relate to anything to be done or complied with by **You** will be a condition precedent to any liability of the **Company**.

Misrepresentation

2. This policy may be voidable in the event of misrepresentation. A misrepresentation is where an individual provides inaccurate, misleading or incomplete information.

Change in Information - Continuing Obligation

3. **You** have a continuing obligation to contact **Us** immediately if the answers given to any of the questions have changed since **You** took out or last renewed this policy. Failure to do so may lead to the avoidance of your policy.

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 re-assessment of the risk and may be either an additional premium or a refund of premium. Where the calculated adjustment premium is less than £20 no additional premium will be charged and no refund of premium will be allowed.

Claim notification

4. If injury, loss or damage occurs or if **You** learn of any incident, which might result in a claim under your Policy, **You** must
 - (a) tell the **Company** as soon as possible and supply the **Company** with any details and particulars for which the **Company** may reasonably ask
 - (b) send to the **Company** immediately on receipt, any letter of claim, civil bill, writ, summons or other legal document
 - (c) tell the **Company** immediately of any pending prosecution, coroner's inquest or fatal inquiry.

Rights and responsibilities

5. Persons seeking the protection of your Policy must not admit, reject or negotiate any claim without our consent.

The **Company** may

- (a) take over and conduct in the name of the person covered by your Policy, with absolute control, the defence or settlement of any claim

General Conditions (continued)

- (b) take legal action in the name of the person covered by your Policy (at our expense and for our own benefit) to recover from others compensation in respect of anything covered by your Policy
- (c) at any time relinquish conduct and control of any claim in respect of damage to other persons' property by paying the person claiming up to the amount provided by Section 1 of your Policy or any less amount for which such claim(s) can be settled and be under no further liability except for the payment of costs and expenses and litigation recoverable or incurred up to the date of such payment.

Other insurances

6. If at the time of any incident, which results in a claim under your Policy, there is any other insurance covering the same liability, loss, damage or injury, **the Company** shall not be liable to contribute to such claim. This condition does not apply to sub-section 'Bodily injury' of Section 4.

Duty of care

7. **You** must take all reasonable steps to
- (a) maintain the **Insured Vehicle** in an efficient and roadworthy condition and safeguard it from loss or damage and **You** must grant **the Company** free access at all times to examine it
 - (b) prevent the occurrence of any loss, damage or liability.

Cancellation

8. **You** may cancel your Policy at any time by returning to **Us** or your Intermediary all current **Motor Certificates**. 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 £20 to cover our operational costs.

We or your Intermediary acting with our specific authority 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 all current **Motor Certificates** 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, no refund of premium will be allowed in respect of any vehicle (or its replacement) in connection with which a claim has been made during the current **Period of Insurance**.

General Conditions (continued)

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 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** unless there has been a claim in respect of any vehicle (or it's replacement) during the current **Period of Insurance** when **the Company** will be entitled to the full premium for that vehicle.

Arbitration in Respect of Amount (but not Liability)

9. 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 12 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

10. If **You** make a claim that is in any way false or fraudulent, this Policy shall become void and **You** will forfeit all rights hereunder.

Important Information in relation to Your Allianz Policy

Your insurer

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

Statutory 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.

What We do

Allianz p.l.c. is a non-life insurance undertaking which underwrites personal, commercial, education, religious and social insurance products.

How we charge

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

Language

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

Governing law

You and we may choose the law applicable to this contract. It is hereby agreed that this contract is governed by the Laws of Northern Ireland unless we agree with you otherwise in writing. The Northern Irish Courts will have jurisdiction to hear any dispute other than any dispute which must be referred to arbitration under the arbitration clause of this policy.

Default

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

Important Information in relation to Your Allianz Policy (continued)

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.

Policy Alteration, Additional and Return Premiums

Where your policy is altered or cancelled 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. Where applicable, the premium transaction charge will be added to any additional premium due to us, or deducted from any return premium due to you. We will only charge or refund a premium provided the amount is greater than or equal to the amount detailed in your schedule. An insurance premium tax applies to all 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.

Claims

If you need to make a claim, please telephone us on 028 9089 5600 or contact us at Allianz plc, Elmpark, Merrion Road, Dublin 4. When you call, please provide your policy number, details of what happened, and the time and date of the incident.

Important Information in relation to Your Allianz Policy (continued)

Complaints

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

If you remain dissatisfied with our final response to your complaint you can 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 0800 023 4567, Fax 020 7964 1001 Email: complaint.info@financial-ombudsman.org.uk, Website: www.financial-ombudsman.org.uk.

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

Call Recording

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



3 Cromac Quay	Tel: 028 90 828 828
The Gasworks	Fax: 028 90 434222
Ormeau Road	Email: info@allianz-ni.co.uk
Belfast BT7 2JD	Website: www.allianzni.co.uk

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

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