

## **AGREEMENT BETWEEN ALLIANZ PLC AND THE COMPETITION AND CONSUMER PROTECTION COMMISSION**

This Agreement and Undertakings is made by and between the Competition and Consumer Protection Commission (the "Commission") and Allianz plc ("Allianz") on the date set forth below.

### **WHEREAS:**

- A. The Commission is a statutory body and one of its functions pursuant to the Competition and Consumer Protection Act 2014 is to enforce the Competition Act 2002, as amended (the "Act") and Articles 101 and 102 of the Treaty on the Functioning of the European Union ("TFEU"). Section 4 of the Act and Article 101 TFEU prohibit anti-competitive arrangements between undertakings, and section 5 of the Act and Article 102 TFEU prohibit the abuse of a dominant position by one or more undertakings.
- B. The Commission's role is to investigate suspected breaches of provisions of the Act and/or Articles 101 or 102 TFEU and to take appropriate enforcement action to deter such breaches and encourage on-going compliance with the provisions of the Act and/or Articles 101 and 102 TFEU.
- C. On 31 August 2016 the Commission commenced an investigation into suspected anti-competitive practices in the provision of private motor insurance ("PMI") in the State (the "Investigation"), contrary to section 4(1) of the Act and Article 101(1) of the TFEU. Following its Investigation, the Commission made preliminary findings in respect of Allianz's conduct and communicated its competition concerns to Allianz accordingly.
- D. Allianz denies that it has engaged in any anti-competitive conduct amounting to an infringement of section 4 of the Act and/or Article 101 TFEU. Nothing in this Agreement and Undertakings may be construed as meaning that Allianz has infringed section 4 of the Act and/or Article 101 TFEU.
- E. The Commission has informed Allianz that this Agreement and Undertakings resolves the Commission's competition concerns arising from its Investigation.

**ALLIANZ AND THE COMMISSION HEREBY AGREE AS FOLLOWS:**

**Definitions**

1. In this Agreement and Undertakings, the following terms shall have the following meanings:

**"Act"** means the Competition Act 2002 (as amended);

**"Allianz"** means Allianz plc, a public limited company incorporated under the laws of Ireland with registered number 143108 and having its registered office at Allianz House, Elmpark, Merrion Road, Dublin 4, its successors and assigns;

**"Antitrust Compliance Officer"** means a senior member of the management of Allianz appointed to act as the Antitrust Compliance Officer in accordance with Clause 7 of this Agreement and Undertakings;

**"Commencement Date"** means 1 July 2021 ;

**"Commission"** means the Competition and Consumer Protection Commission and its successors;

**"Expert Auditor"** means an appropriately qualified competition law expert working within any of the Group Legal, Compliance and/or Audit functions of Allianz SE, who is external to and independent from Allianz's Irish operations and who has the expertise to assess whether Allianz is acting in compliance with its obligations under this Agreement and Undertakings and the Compliance Programme;

**"Investigation"** means the investigation commenced by the Commission in August 2016 into suspected anti-competitive practices in the provision of private motor insurance in the State and on the island of Ireland contrary to section 4 of the Act and/or Article 101 TFEU;

**"Parties"** means the Commission and Allianz;

**"PMI"** means private motor insurance;

**"Relevant Employee"** means a director, officer or employee of Allianz who, as part of their ordinary employment functions, has direct responsibility for determining the prices of Allianz's PMI premiums in the State and/or is involved in Allianz's external communications and public relations functions during the Term;

**"State"** means the Republic of Ireland;

**"Term"** means a period of five years beginning on the Commencement Date.

**Allianz undertaking**

2. In consideration of the Commission's undertaking provided for in Clause 3, Allianz hereby undertakes

- (a) to update and maintain Allianz's competition law compliance programme (the "Compliance Programme") which shall, to the extent not already addressed within the Compliance Programme, at least:
- (i) be specifically tailored to the business activities and the competition law risks of Allianz and the PMI sector and outline the legal consequences that may arise for breaching competition legislation;
  - (ii) provide for regular competition law training, including training on pricing practices and communications that are and are not permitted under competition legislation, to all directors, officers and appropriate employees of Allianz, as well as additional training for Relevant Employees, such training to include (but not be limited to) the following:
    - (A) public announcements (including, in particular, public announcements made during media interviews) relating to the future pricing of PMI premiums, changes to PMI premiums, margins on premium prices, percentage increases or decreases in prices, expected increases or decreases in margins earned, expected rebates to be granted on premiums or rebates on the premiums paid; and
    - (B) other forms of communications regarding premium prices, margins on premium prices, percentage increases or decreases in premium prices, expected increases or decreases in margins earned, expected rebates to be granted on premiums or rebates on the premiums paid;
  - (iii) be reviewed regularly by the Antitrust Compliance Officer, who will be responsible for effectively implementing updates to the Compliance Programme as and when necessary, including where any recommendation for improvements are made following the annual audit of the Compliance Programme required under Clause 2(b);
  - (iv) provide for an internal monitoring mechanism to detect, identify and report suspected breaches of the Compliance Programme to the Antitrust Compliance Officer;
  - (v) provide for a mechanism and protection for employees reporting suspected breaches of the Compliance Programme (whistle blower protection); and
  - (vi) provide for a mechanism through which the Antitrust Compliance Officer reports any suspected or confirmed breaches of the Compliance Programme to the Expert Auditor as expeditiously as possible after the Antitrust Compliance Officer is notified or becomes aware of such suspected or confirmed breaches;
  - (vii) to incorporate the Compliance Programme into the induction and training programmes for Relevant Employees;
  - (viii) to incorporate the requirement for Relevant Employees to adhere to the Compliance Programme, and to attend regular refresher training, into incentive and disciplinary schemes operating within Allianz;



- (ix) to ensure all Relevant Employees sign declarations on a regular basis (at least annually), stating that they have read and fully understand the Compliance Programme and when they have last received training on the Compliance Programme. These declarations shall, at the discretion of Allianz, be provided in writing or by electronic means (e.g. email, intranet, etc.); and
- (b) to ensure that the Compliance Programme, including the implementation within Allianz of the Compliance Programme, is audited annually by the Expert Auditor, by reference to this Agreement and Undertakings, for the duration of the Term, and who will provide a full report to the Antitrust Compliance Officer detailing any confirmed or suspected breaches of the Compliance Programme and listing any recommendations for amendments and updates to the Compliance Programme that have been identified through the audit process;
- (c) to provide a mechanism through which the Antitrust Compliance Officer reports any breaches of the applicable competition legislation to the board of directors of Allianz as expeditiously as possible after the Antitrust Compliance Officer is notified or becomes aware of such breaches and has undertaken appropriate initial investigation of same; and
- (d) to submit to the Commission, at intervals of one year after the Commencement Date for the duration of the Term, a written certificate in the form set out in Schedule A to this Agreement and Undertakings (the "Compliance Certificate") signed by the Antitrust Compliance Officer.

#### **Commission's undertaking**

3. In consideration of Allianz entering into this Agreement and Undertakings, the Commission undertakes that it shall conclude its Investigation and shall refrain from instituting proceedings pursuant to section 14A of the Act against Allianz in respect of any matter to which the Investigation relates for so long as Allianz remains in compliance with the Agreement and Undertakings during the Term.

#### **Compliance**

4. As provided in clause 2(d), Allianz shall submit the Compliance Certificate to the Commission, in the form set out in Schedule A to this Agreement and Undertakings, at intervals of one year after the Commencement Date for the duration of the Term.
5. The Commission reserves the right to require Allianz to provide to the Commission, at any time, such additional information as the Commission considers is reasonably necessary in order for the Commission to verify Allianz's compliance with its obligations set out in this Agreement and Undertakings. Allianz shall promptly provide to the Commission all such information in its possession or control.
6. The Commission may provide such written directions to Allianz from time to time as are reasonably necessary to ensure compliance with this Agreement and Undertakings. Allianz shall promptly comply with any written direction issued by the Commission pursuant to this Agreement and Undertakings.
7. Allianz shall nominate the Antitrust Compliance Officer, who shall be a member of the senior management of Allianz reporting directly to a member of the Board of Management of Allianz, and who will have responsibility for monitoring compliance by it with this Agreement and

Undertakings, for responding to any request(s) for information and for complying with any written direction(s) received from the Commission in connection with this Agreement and Undertakings. Allianz shall provide the name and contact details of such Antitrust Compliance Officer to the Commission within one month of the Commencement Date. Allianz shall provide written notice to the Commission in advance of any changes of the Antitrust Compliance Officer nominated pursuant to this paragraph and shall promptly provide to the Commission the name and contact details of any proposed replacement Antitrust Compliance Officer who is to replace the prior nominated Antitrust Compliance Officer.

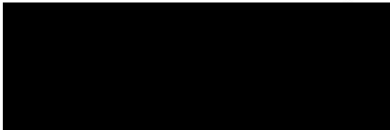
**Review clause**

8. The Commission may, after two years from the Commencement Date, review to what extent the undertakings provided for in Clause 2 of this Agreement and Undertakings remain warranted to address the competition concerns identified by the Commission in the Investigation.

**Final provisions**

9. This Agreement and Undertakings shall be and is intended by the Parties to be a binding and enforceable agreement which may be enforced by the Parties by an action in any court of competent jurisdiction in the State.
10. This Agreement and Undertakings shall be binding on Allianz and on the successors and assigns of Allianz and on its employees, servants and agents.
11. This Agreement and Undertakings shall take effect upon its execution by both Parties and shall remain in force for the duration of the Term.

SIGNED for and on behalf of the Competition and Consumer Protection Commission by:



Name: ISOLDE GROGAN

Title: CHAIRPERSON

Date: 1/7/2021

SIGNED for and on behalf of Allianz plc by:



Name: Sean McGrath

Title: Chief Executive Officer

Date: 24th June, 2021.

**SCHEDULE A  
TO THE AGREEMENT AND UNDERTAKINGS**

[On Allianz Headed Paper]

[date]

Mr Ibrahim Bah  
Director  
Competition Enforcement and Mergers Division  
Competition and Consumer Protection Commission  
Bloom House  
Railway Street  
Dublin 1

**Re: Investigation into suspected anti-competitive practices in the provision of private motor insurance in the State**

Dear Mr Bah,

I refer to the Agreement and Undertakings entered into by the Competition and Consumer Protection Commission (the "Commission") and Allianz plc ("Allianz") on [•] 2021 (the "Agreement and Undertakings"). The definitions of terms contained in the Agreement and Undertakings shall also apply to the terms used herein, unless otherwise stated.

In accordance with Clause 2(d) of the Agreement and Undertakings, I hereby confirm compliance by Allianz with the terms of the Agreement and Undertakings during the period commencing on [the Commencement Date]/[date of the previous certificate issued by [•]] and ending on the date hereof.

Yours sincerely,

\_\_\_\_\_  
[Name]  
[Duly authorised representative]