



Allianz Motor Legal Expenses policy wording



Chartered

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Thank you for choosing Allianz Insurance plc.
We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your needs, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence and if you need to make a claim, you can rest assured that you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

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IMPORTANT
Should you need further details or have any questions your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

This is **your** Motor Legal Expenses Insurance Policy, master policy number 37041.

This policy wording forms **your** contract of insurance with **us**.

Please take time to read this policy to make sure that it meets **your** needs and that **you** understand the cover provided, what is not covered and the conditions. If there is anything **you** do not understand, please let **your** insurance adviser or **us** know.

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in **bold** text throughout this policy.

This cover is only operative if you have paid or agreed to pay the premium. **We** will cover **you** in accordance with the terms and conditions of this policy for a claim following an event that takes place during the **period of insurance** and within the **territorial limits**.

The premium you have paid for this policy includes insurance premium tax.

Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities. Further information about compensation scheme arrangements is available at [fscs.org.uk](https://www.fscs.org.uk), by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

How to get legal advice

Legal helpline

Your Motor Legal Expenses policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal related legal matter. The advice **you** get will always be according to the laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

Legal helpline: **0370 241 4140**

You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

Legal Assistance Online

As part of **your** Motor Legal Expenses **policy**, you have unlimited access to our online interactive legal service, that can help you create a range of motoring documents including challenging a parking fine or speeding offence, dealing with substandard maintenance work and buying or selling a vehicle. You can also search our online law guide for information on a wide range of motoring issues.

If you require guidance with the website, please call **0345 644 8966**.

To access Legal Assistance Online visit lawclubonline.co.uk and register using the registration code shown in your policy schedule.

This service is provided by Epoq Legal Ltd of 2 Imperial Place, Maxwell Road, Borehamwood, Herts WD6 1JN.

How to make a claim

Uninsured Loss Recovery

If **you** need to make a claim under for Uninsured Loss Recovery (Section 1), please contact Winn Group on **0345 543 9959**.

If **your** claim is covered Winn Group will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

Motor Prosecution Defence, Motor Contract Disputes, Vehicle Cloning and Motor Insurance Database Disputes

If you need to make a claim for Motor Prosecution Defence (Section 2), Motor Contract Disputes (Section 3), Vehicle Cloning (Section 4) or Motor Insurance Database Disputes (Section 5) please call the Legal Helpline on **0370 241 4140**. **You** will be asked for a brief summary of the problem and these details will be passed onto an advisor who will call **you** back

Important information about making a claim

Appointing a solicitor

For all claims made under this legal expenses policy, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim. **We** will appoint a **legal representative** in your name and on **your** behalf.

If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 6 Freedom to choose the legal representative of the Policy Conditions on page 13 of this policy for an explanation of when **you** can choose the **legal representative**.

Reasonable prospects of Success

At all times during **your legal action** **reasonable prospects of success** must exist in order for **us** to continue providing cover under this policy.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified adviser or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist at any time during **your legal action** **we** will stop providing cover for **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition **1c** or **1d** of the Policy Conditions on page 12 of this policy, **we** will not pay any costs incurred during **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing for any other reason, **we** will pay costs incurred up to the date that **we** stop providing cover.

If **you** do not agree with the opinion of the **legal representative** appointed by **us** and **you** obtain an opinion, at **your** own cost, from another legally qualified adviser or expert appropriate to **your legal action** and they support **your** view, then **we** will offer a review of the case. The opinion of your chosen adviser or expert must be based on the same information that **you** provided to **us**.

We will appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** to conduct the review of the prospects of success and **we** will abide by their decision. **We** will pay for the cost of this review and should they decide in **your** favour **we** will also pay any cost that you incurred for **your** chosen adviser or expert's second opinion.

This review and any resulting decision will not affect **your** right to make a complaint as detailed in the How to make a complaint section of this policy.

How to make a complaint

Our aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm we have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint, please contact **our** Allianz Complaints Team, quoting master policy number 37041, at:

Allianz Complaints Team
Allianz Legal Protection,
PO Box 5290
Worthing
BN11 9TB

Telephone: **0345 0700 886**
Email: alpcomplaints@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 0234567** or **0300 1239123**
Email: complaint.info@financial-ombudsman.org.uk

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The meaning of words

Some of the words in this policy have specific meanings. These are explained below and have the same meaning wherever they appear in bold text throughout this policy.

The meaning of the following words apply to all sections of this policy.

Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Your** opponent's legal costs and expenses incurred in an Uninsured Loss Recover or Motor Contract Dispute **legal action** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with our written agreement. **We** will not pay for any opponent's legal costs or expenses you are ordered to pay should you be unsuccessful in a Motor Prosecution Defence **legal action**.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Condition **3f** of the Policy Conditions on page 13 of this policy.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your legal action**.

Insured vehicle

Your motor vehicle as described in **your** current certificate of motor insurance.

The **insured vehicle** also includes any caravan or trailer attached to **your** motor vehicle.

Legal action

- The pursuit of civil proceedings and appeals against judgment following a road accident;
- The defence of criminal proceedings and appeals against judgment brought against **you** in relation to the **insured vehicle**;
- The pursuit or defence and appeals against judgment in relation to a contractual dispute involving the **insured vehicle**.

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** this policy.

Motor Insurance Database

Information held by the Motor Insurers Bureau (MIB) under Navigate, which is the name of the system used to hold a central record of all insured vehicles in the UK, which is managed by the MIB and is used by the Police and the Driver and Vehicle Licensing Agency (DVLA) to enforce motor insurance laws.

Period of insurance

The period shown in **your** current certificate of motor insurance for **your insured vehicle**.

Reasonable prospects of success

Where **your legal action** is a claim for Uninsured Loss Recovery or a Motor Contract Dispute there are **reasonable prospects of success** if the **Legal Representative** advises that the **legal action** is more likely than not to be decided in your favour at trial, or other final hearing; and the damages claimed, and likely to be recovered, exceed the cost of pursuing the **legal action**.

The meaning of words (continued)

Where your **legal action** is a Motor Prosecution Defence **Reasonable Prospects of Success** exists if the **Legal Representative** advises that **you** are more likely than not to succeed in defending the prosecution at trial, or other final hearing; or **you** are more likely than not to succeed in achieving a significant mitigation of the sentence or fine where **you** intend to plead guilty to the offence, or are advised to do so by the **Legal Representative**.

We explain in more detail how **we** will decide if **your legal action** has **reasonable prospects of success** under Important information about making a claim on page 4 of this policy.

Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your legal action** and have been reasonably incurred by the **legal representative** and **your** opponent.

Territorial limit

The **territorial limit** for all sections is Great Britain, Northern Ireland, Channel Islands and the Isle of Man. For section 1 Uninsured Loss Recovery, the **territorial limit** is extended to include any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland

We, Us, Our, Allianz

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your

The person or organisation that has taken out this policy and, at the request of that person or organisation, any person authorised to drive or be a passenger in the **insured vehicle**.

Cover Provided

This policy provides cover for Uninsured Loss Recovery, Motor Prosecution Defence, Motor Contract Disputes, Vehicle Cloning and Motor Insurance Database Disputes as described under sections 1, 2, 3, 4 and 5. In addition to the terms described for each section, the General exclusions on page 15 and the General conditions on pages 16 and 17 apply to all sections of this policy.

Section 1 – Uninsured Loss Recovery

What Is Covered By Uninsured Loss Recovery

We will pay the **costs** incurred by the **legal representative** to take legal action against **your** opponent to recover **your damages** or any other uninsured losses arising from a road accident involving **your insured vehicle** (including damage cause by a collision with a pothole) that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and
- causes:
 - i** **your death** or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
 - ii** damage to the **insured vehicle**; or
 - iii** damage to property which you own or are legally responsible for and which is on or in the **insured vehicle**.
 - iv** any other uninsured losses (including but not limited to alternative transportation costs that **you** have paid for, should **your** vehicle be unusable following the accident, loss of earnings as a result of the accident requiring **you** to take time off work or **your** policy excess).

The cover provided by this section also includes the **costs** of bringing a claim against the Motor Insurers Bureau where **your** opponent is unidentified or untraced.

We will provide this cover as long as:

- the accident happened within the **territorial limits** and during the **period of insurance**; and
- the **legal action** will be decided by a court within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your legal action**; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same accident involving **your insured vehicle** is £100,000.

What is not covered by Uninsured Loss Recovery

We will not provide cover for the following.

- 1** Any claim arising out of a contract **you** have with another person or organisation, including but not limited to an agreement to defer the cost of hire car charges or repair costs, usually known as a credit hire or credit repair agreement.
- 2** A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- 3** Any claim where **you** do not have a valid:
 - motor insurance policy that covers the **insured vehicle**; or
 - MOT certificate or taxation for the **insured vehicle** where either of these are required by law; or
 - driving licence.

Cover Provided (continued)

What is not covered by sections 1, 2, 3, 4 and 5
We will not provide cover for the following.

- 1** Any claim where **we** have been prejudiced as a result of **you** reporting to **us** more than six months after the:
 - date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
 - event, or series of events which gave rise to the dispute first occurred; or
 - accident involving **your insured vehicle**.
- 2** Any **costs**:
 - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**.
 - **we** have not agreed to in writing.
 - **you** have paid directly to the **legal representative** or any other person without **our** permission.
 - relating to an appeal following a decision by a court in respect of **your legal action** against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist.
 - that the court orders **you** to pay to **your** opponent at the end of a **legal action** on anything other than the standard basis. This will normally be because of **your** improper or unreasonable conduct during the **legal action**.
- 3** Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
 - **damages you** receive from **your** opponent. These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.
- 4** Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 5** Any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this policy started.
- 6** Any dispute arising from:
 - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation.
- 7** Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- 8** Any fines or other penalties awarded against **you** by a court or tribunal.

Cover Provided (continued)

Section 2 – Motor Prosecution Defence

What Is Covered By Section 2 Motor Prosecution Defence

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**. The cover includes **costs** in respect of pleas in mitigation, provided that there is more than 50% prospect that such plea will materially affect the outcome. **You** must advise **us** of **your** summons no later than 7 days after receiving it.

The Motor Prosecution Defence cover also includes:

- i** the **costs** of **you** defending criminal proceedings and civil claims being brought against **you** arising from the illegal duplication or cloning of the **insured vehicle's** identity by a third party.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings:
 - i** arose out of the legal use of the **insured vehicle**
 - ii** happened within the **territorial limit**; and
 - iii** happened during the **period of insurance**; and
- the criminal proceedings will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

What is not covered by Motor Prosecution Defence

We will not provide cover for the defence of criminal proceedings in respect of the following.

- 1** Parking offences for which **you** don't get points on **your** licence.
- 2** Any criminal proceedings brought against **you**:
 - where **you** are alleged to be under the influence of alcohol or drugs; or
 - which relate to **your** deliberate criminal act or omission; or
 - which allege dishonesty or intentional violence.
- 3** Driving without:
 - insurance that covers the **insured vehicle**; or
 - a road fund licence or MOT certificate for the **insured vehicle** where either of these are required by law; or
 - a valid driving licence.
- 4** Any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the **insured vehicle**.
- 5** Any award of costs made against **you** by a court following criminal proceedings.
- 6** Any criminal proceedings and civil claims arising from the illegal duplication or cloning of the **insured vehicle's** identity brought against **you**.

Cover Provided (continued)

Section 3 – Motor Contract Disputes

What is covered by Motor Contract Disputes

We will pay the **costs** of **you** taking **legal action** against **your** opponent, or defending **legal action** taken against **you** by **your** opponent in a dispute arising from a breach of a contract **you** have for:

- i** buying or selling the **insured vehicle** or any of its parts or accessories; or the
- ii** service, repair or testing of the **insured vehicle** in any way.

The cover provided by this section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your legal action**.

We will provide this cover so long as:

- i** **you** entered into the contract within the territorial limit; and
- ii** the dispute, or series of events leading to the dispute, first occurred during the period of insurance; and
- iii** the **legal action** is brought within the **territorial limit**; and
- iv** **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your legal action**; and
- v** **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract is £50,000.

What is not covered by Motor Contract Disputes

We will not provide cover for the following:

- a** Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted. This is not applicable if a claim relates to goods and services that are brand new, and being purchased after the inception date of this policy.
- b** Any claim made where the amount in dispute is less than:
 - a** £1,000 for buying or selling the vehicle; and
 - b** £250 for servicing, repairing or testing the vehicle.
- c** Any dispute over the amount of money or other compensation due under an insurance policy.
- d** Any dispute arising from an allegation of dishonesty against **you**.
- e** Any dispute arising following **your** deliberate breach of a contract.
- f** Any dispute in respect of an **insured vehicle** which is more than 15 years old.
- g** More than two claims in any one period of insurance.

Cover Provided (continued)

Section 4 – Vehicle Cloning

What is Covered by Section 4 – Vehicle Cloning

We will pay the **costs** of you defending civil or criminal proceedings brought against you arising from the illegal use of the **insured vehicle's** identity by another person or organisation without **your** knowledge or consent.

What is not covered by Vehicle Cloning

We will not provide cover for the following:

- 1** Where the identity of the **insured vehicle** has been copied by somebody living with **you** or has lived with **you**.
- 2** Any losses other than legal costs incurred by **you** as a result of the identity of the **Insured Vehicle** being copied without **Your** permission.

Section 5 – Motor Insurance Database Disputes

What is Covered by Section 5 – Motor Insurance Database Disputes

We will pay the **costs** in defending **your** legal rights where the **insured vehicle** is seized by the police, local authority or government agency, due to incorrect information being stored on the **Motor Insurance Database** which is as a result of your motor insurer, broker or insurance agent failing to correctly report your insurance cover to the **Motor Insurance Database**.

What is not covered by Motor Insurance Database Disputes

We will not provide cover for the following:

- 1** Claims caused by **you** failing to provide or update **your** motor insurer, broker or insurance agent with accurate information, for example providing the incorrect **insured vehicle** registration number;
- 2** Any claim against the insurance company, broker or insurance agent that arranged **your** motor insurance policy.
- 3** Any losses other than legal costs incurred by you as a result of the identity of the **Insured Vehicle** being copied without **Your** permission.

Policy Conditions

The following conditions apply to **your** policy. **You** must keep to the Conditions to have the full protection of **your** policy.

1 You must:

- a** make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred, or as soon as reasonably practicable providing there has been no prejudice to **us**.
- b** not appoint a **legal representative** to represent **you** in **your legal action**.
- c** at all times throughout **your legal action** give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your legal action** that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **us**.
- d** follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your legal action**. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend.
- e** not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
- f** get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your legal action**.
- g** instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your** costs would have been if **you** had instructed the **legal representative** to take all such reasonable steps.
- h** instruct the **legal representative** to keep to Condition 2 below

If **you** do not keep to Condition **1c**, **1d** or **1e** **we** will recover any costs from **you** that **we** have paid or incurred in respect of **your legal action** unless **we** agree to appoint another **legal representative** to continue **your** claim.

2 The legal representative must:

- a** get **our** written permission before instructing a barrister or other legally qualified adviser or expert in respect of **your legal action**.
- b** tell **us** at the first opportunity once he or she becomes aware of any information or development relating to **your legal action** which will more likely than not mean that:
 - **reasonable prospects of success** no longer exist; or
 - the losses or damages that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**.
- c** tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your legal action**.
- d** report the result of **your legal action** to **us** at the first opportunity after it is finished
- e** take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

3 We will have the right to do the following.

- a** Appoint the **legal representative** in **your** name and on **your** behalf.
- b** Take over and conduct, in **your** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that **we** have paid in respect of **your legal action**.

Policy Conditions (continued)

- c** Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your legal action**.
- d** Appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** and ask for his or her opinion on the value of **your legal action** and whether **reasonable prospects of success** exist.
- e** Stop providing cover for **your claim** if, at any time during **your legal action** **reasonable prospects of success** no longer exist. If, after **we** Stop providing cover for **your claim**, **you** continue the **legal action** and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
- f** Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of your opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.
- g** Settle **your claim** by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your claim**. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your claim**. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h** Settle the **costs** covered by this policy at the end of **your legal action**.

4 Your agreements with others

We will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

5 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this policy, **we** will only pay **our** share of the **costs** of the claim.

6 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued in a court, **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct.

You must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen legal representative, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen legal representative reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition d Disputes on page 14 of this policy.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

General Exclusions

In addition to the exclusions described in 'What is not covered' by each section **we** will not provide cover under any section for the following.

- a** The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
- b** Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- c** Disputes between **you** and **us**.
- d** Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- e** Claims arising from war, invasion, riot, revolution or a similar event.

General Conditions

In addition to the Policy Conditions described under the following General Conditions also apply to all sections of this policy.

a Cancellation rights.

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel the policy by giving **us** 30 days' notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid.

We can cancel the policy by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask you to; or
- the person or organisation that has taken out this policy knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition **f** Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

You cannot make a claim for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

Every notice to cancel this policy must be given in writing. If **you** give **us** notice to cancel the policy, **you** must send it to the address of the broker or intermediary who deals with **your** motor policy. If **we** give **you** notice, **we** will send it to **your** last known address.

b Notices

Every notice which needs to be given under this policy must be given in writing.

If **you** give **us** notice, **you** must send it to **our** address shown in General condition **a** Cancellation rights above.

If **we** give **you** notice, **we** must send it to **your** last known address.

c Changes during the period of insurance

If **we** need to make changes to **your** policy, **we** will normally only do this at **your** next renewal date.

We will not change **your** policy during the **period of insurance** unless:

- a **we** are required to do so because of a change in the law; or
- b **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c a service provided under this policy by any organisation other than **us** is no longer available and **we** need to:
 - change the provider of the service; or
 - change the service; or
 - remove the service.

If **we** do need to change **your** policy, we will give **you** 30 days' notice in writing of the change and how it will affect **you**.

d Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all, of the costs of the arbitration those costs will not be covered by this policy.

General Conditions (continued)

e Law and language of this policy unless we agree otherwise:

- a the language of this policy and all communications relating to it will be in English;
- b English law will apply to this contract of insurance.

f Fraud

If **you** or anyone acting on **your** behalf:

- a makes any false or fraudulent claim;
- b makes any exaggerated claims;
- c supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused; **we** will:
 - i refuse to pay the whole of the claim; and
 - ii recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the policy as having been terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **you** will:

- a have no cover under the policy from the date of the termination; and
- b not be entitled to any refund of premium.

g Rights of parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

When we refer to “we”, “us” and our in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Pet Plan Limited and Vet Envoy Limited who are all part of the Allianz UK Group which includes insurance companies, insurance brokers and other companies owned by the Allianz UK Group.

Please see link for a detailed list of these companies here:
allianz.co.uk/about-allianz/our-organisation.html#azuk.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Allianz Insurance plc.

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Surrey GU1 1DB, United Kingdom.

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the Prudential Regulation Authority.

Financial Services Register number 121849.