

Allianz Insurance plc

# Complete Truck

Policy Wording



**Allianz** 

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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 are insured by a company which is relentless in its commitment to protecting and serving You. You can trust Us to insure Your business, as We have 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. Our technical experts understand how best to protect You against the risks Your business faces.

If You need to make a claim You will be in safe hands. Our professionally trained staff aim to treat You, as You would expect, both promptly and fairly. By listening to You and understanding Your needs We will provide You with the most appropriate solutions to support Your business.

Should You need further details or have any questions Your insurance adviser will be delighted to help.

## Important

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

Your Complete Truck Policy is made up of several parts which must be read together as they form evidence of the contract between You and Us. Please take time to read all parts of the Policy to make sure they meet Your needs and that You understand the terms, exclusions and conditions. If You wish to change anything or if there is anything You do not understand, please let Your insurance adviser know.

It is important that You check the accuracy of the statement of fact which reflects the information You have provided to Us and forms part of this Policy. If any information is incorrect, please let Us know, as failure to do so could affect the validity of Your Policy or the extent to which any claim may be payable.

The parts of the Policy which form Your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the Cover and Policy Definitions
- the Sections of Cover selected by You and the Exclusions which apply to these sections
- the General Exclusions and General Conditions which apply to the Policy as a whole
- the Statement of Fact
- the Policy Schedule, which includes any Clause(s) applied to Your Policy while the Policy is in force and the schedule of vehicles
- the Certificate of Motor Insurance issued with Your Policy.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy.

Allianz will indemnify You in accordance with and subject to the terms of this Policy, in consideration of the payment to Allianz of the premium for the Period of Insurance.

Signed on behalf of Allianz

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a large, stylized 'J' and 'D'.

Jonathan Dye  
Chief Executive

Please examine this Policy and if it is not correct return it immediately to Your insurance adviser for alteration.

# How to Make a Claim

If You need to claim, a dedicated claims handler will help and guide You through the process.

## Notifying a Claim

You should notify Us as soon as reasonably possible in the event of an accident or claim. You can notify Us by:

### Telephone:

Motor claims – 0344 209 0775

### Email:

[claims.start@allianz.co.uk](mailto:claims.start@allianz.co.uk)

### Online Notification:

[https://www.allianz.co.uk/claims/motor\\_claims.html](https://www.allianz.co.uk/claims/motor_claims.html)

### Post:

Allianz Claims  
Allianz Insurance plc  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

Our UK claims helpline is available 24 hours a day, 7 days a week.

## Claims Details

Please have the following information, where possible, when notifying Us of an accident or claim:

- Your Policy number
- Driver's name, address and date of birth
- Vehicle registration
- Date the accident occurred
- Location and description of the accident
- Any supporting evidence such as photos or video

We aim to deal with Your claim promptly and fairly. We will update You on the progress of Your claim by email, mail or by phone – whichever You prefer.

## Legal Protection

If You have a Commercial Legal Protection claim You can notify Allianz Legal Protection by contacting the Lawphone Legal Advice Helpline on 0344 873 7371 quoting the Master Policy reference shown in the schedule.

### Post:

The Claims Department  
Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW

Lines are open 24 hours a day, 7 days a week.



# Complaints Procedure

Our aim is to get it right, first time every time. If You have a complaint we will try to resolve it straight away but 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 Customer Satisfaction Manager at:

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Telephone number: 01483 552438  
Fax Number: 01483 790538  
Email: [accscsm@allianz.co.uk](mailto:accscsm@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: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using Our complaints procedure or contacting the FOS does not affect Your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If You choose to submit Your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote Our e-mail address: [accscsm@allianz.co.uk](mailto:accscsm@allianz.co.uk)

Alternatively, You can contact the Financial Ombudsman Service directly.

# Financial Services Compensation Scheme

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

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

Unless the Policy admits otherwise or an alternative meaning is specified the defined words and phrases listed below have the same meaning wherever they appear within Your Policy.

## Accessories

This includes spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to Your Insured Vehicle and have no independent power source.

## Allianz/Insurer/We/Us/Our

Allianz Insurance plc.

## Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by law. It contains details of who may drive the Insured Vehicle subject to any Clause(s) specified on the Policy Schedule and describes the purposes for which the Insured Vehicle may be used.

## Clause(s)

Sets out any special terms applying to Your Policy and are specified on the Policy Schedule.

## Excess

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

The Excess amounts, unless otherwise amended under Exclusion 2 of Section B – Damage, are shown against each Insured Vehicle within Your schedule in respect of Accidental Damage, Fire and Theft as well as separately for Windscreen damage.

This amount applies to each Insured Vehicle.

## Hazardous Goods

The term Hazardous Goods means those goods covered by the following regulations

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010
- The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

## Insured Vehicle

Any vehicle falling within the description of vehicle contained with the certificate of motor insurance issued as part of this Policy.

Except where requested by the Insured and agreed by the Insurer, the Policy does not provide cover for any vehicle registered elsewhere than in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.

The definition of the Insured Vehicle excludes

- A** Any Motor Vehicle running on rails or cables
- B** Waterborne Vehicles
- C** Aircraft
- D** Hovercraft
- E** Vehicles not designed to run on terra firma unless amphibious which is licensed to go on highways (but not including any waterborne exposure).

## Goods Carrying Vehicle

An Insured Vehicle which is manufactured and used for the carriage of goods and is not an Agricultural Vehicle.

## Trailer

Any Trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

## Period of Insurance

The period from the effective date to the renewal date as shown on the Policy Schedule.

## Policy

The contract of insurance formed of the documents described in the Introduction.

## Policy Schedule

Sets out details of the Insured and the insurance protection provided.

## Policyholder/Insured/You/Your

The Insured named on the Policy Schedule.

**Prejudicial Claim**

Any claim made against your policy that has either resulted in us making a payment and we are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

**Terrorism**

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 governments(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.

In any action, suit or other proceedings where We allege that by reason of this definition any loss or damage is covered only up to a specified limit, the burden of proving to the contrary shall be upon You.

In the event that any part of the limitation in respect of Terrorism is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

# Cover

The Cover which applies to Your Policy is stated against the Insured Vehicle within the Your Policy Schedule. The sections that apply to each type of cover are as follows:

Section	Comprehensive	Third Party, Fire and Theft	Third Party Only
A – Third Party Liability	✓	✓	✓
B – Damage	✓	Only in respect of loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft or attempted theft or taking away without lawful authority	✗
C – Trailers	✓	✓	✓
D – Driving Abroad	Subject to payment of additional premium.	✓	✓
E – Medical Expenses	✓	✗	✗
F – Replacement Locks	✓	✓	✗
G – No Claims Discount	✓	✓	✓
H – Legal Protection	✓	✓	✓

Subject to the provisions of any Clause(s) specified on the Policy Schedule.



# Permitted Drivers

The permitted drivers which apply to Your Policy are stated against the Insured Vehicle within Your Policy Schedule. The definitions are included below:

<b>Any Driver – Excluding Drivers Under 30</b>	We shall not be liable under Your Policy while the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by any person under 30 years of age.
<b>Any Driver – Excluding Drivers Under 25 Other Than Those Named</b>	We shall not be liable under Your Policy while the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by any person under 25 years of age other than those approved and named in the Policy Schedule.
<b>Any Driver – Excluding Drivers Under 30 Other Than Those Named</b>	We shall not be liable under Your Policy while the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by any person under 30 years of age other than those approved and named in the Policy Schedule.
<b>Named Drivers</b>	We shall not be liable under Your Policy while the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by any person other than those approved and named in the Policy Schedule.

# Section A – Third Party Liability

## 1 Indemnity to You

We will indemnify You against all sums (including costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by Us, or with Our written consent) which You shall be legally liable to pay arising out of

- i the use of
- ii goods falling from
- iii and during the operation of loading or unloading the Insured Vehicle and/or any Trailer and/or any one disabled mechanically propelled vehicle which is being towed by the Insured Vehicle for any purpose permitted by Your Certificate of Motor Insurance and with Your consent and resulting from

- A** accidental death of or injury to any person
- B** accidental damage to other persons property, indemnity is limited to £10,000,000 for any one occurrence or series of occurrences arising out of one originating cause.

## 2 Indemnity to other persons

We will also indemnify

### A Driver or User

any person You allow to drive or use the Insured Vehicle provided this is permitted by Your Certificate of Motor Insurance but subject to the provisions specified on Your Policy Schedule.

### B Passengers

any passenger whilst travelling in, getting into or out of the Insured Vehicle.

### C Principals

any Principal of the Insured provided that You would have been entitled to indemnity if the claim had been made against You and You have arranged for the conduct and control of all claims to be vested in Us.

### D Owner

at Your request the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to You.

In the event of an accident involving payment on behalf of more than one person insured by this Section any limitation by the terms of Your Policy or by any Clause(s) relating to the maximum amount payable shall apply in the aggregate and in priority to You.

## 3 Legal Defence Costs

In respect of any event which may be the subject of indemnity under this section, with Our prior written consent We will arrange and pay for:

- A** representation by a solicitor at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction.
- B** legal costs and expenses incurred by You in relation to defence on any charge of manslaughter or of causing death by careless or dangerous driving.
- C** legal costs and expenses incurred in providing defence of any criminal proceedings, including costs of prosecution awarded against You and appeals against judgments, arising from a charge under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands.

Provided that

- i Our indemnity under sub-section 5C is subject to a limit of £5,000,000 in any one Period of Insurance.
- ii the proceedings must relate to an alleged breach occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the ownership, possession or use of an Insured Vehicle.
- iii We have agreed details of the specific solicitor or counsel, prior to their appointment to act on Your behalf.
- iv under sub-section 5B and 5C in the event of an appeal, solicitor or counsel has advised that there are strong prospects of succeeding in the appeal or recovering any costs award made against the defendant at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed.

We shall not be liable

- a** for any fines or penalties imposed on You or the cost of implementing any remedial order or publicity order.
- b** for proceedings resulting from any deliberate or intentional criminal act or omission by You.
- c** where indemnity is provided by another source or any other insurance or where but for the existence of this sub-section indemnity would have been provided by such source or insurance.

#### 4 Emergency Treatment

We will pay for emergency treatment as required by the Road Traffic Acts arising out of the use of the Insured Vehicle.

#### 5 Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which the Policy operates relating to the insurance of liabilities to Third Parties. However You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provision of such law.

### Exclusions to Section A

#### In addition to The General Exclusions of this Policy:

##### We shall not be liable for

- 1 death or injury to any person arising out of and in the course of that person's employment by the person claiming to be indemnified or in the employment of the Principal of the Insured except as required by the Road Traffic Acts.
- 2 death or injury to the Principal for any amount for which You would not have been liable in the absence of an agreement.
- 3 loss of or damage to property belonging to or held in trust by, or in the custody or control of, the person claiming to be indemnified or property being conveyed by the Insured Vehicle.
- 4 loss of or damage to any vehicle or Trailer in connection with which indemnity is being claimed under this section.
- 5 damage to any bridge, viaduct, weigh-bridge or road, or anything above, beneath or fixed to them, by vibration or by the weight of the vehicle and its load if the Insured Vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.
- 6 any contractual liability (except as provided in paragraph 2C).
- 7 death, injury, loss or damage 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. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this Policy.
- 8 death or injury to any person or damage arising out of the presence of the Insured Vehicle in or on part of an aerodrome, airport, airfield or military base provided for
  - A the take off or landing of aircraft or the movement of aircraft on the surface
  - B aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.

- 9** death or injury to any person or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
- A** the bringing of the load to the Insured Vehicle for loading
  - B** the taking away of the load from the Insured Vehicle after unloading
- by any person other than the driver or attendant of such vehicle.
- 10** death, injury, loss or damage caused by or arising out of the operation of
- A** a Special Type Vehicle or
  - B** plant forming part of the Insured Vehicle or attached thereto
- as a tool of trade except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your Policy applies.
- 11** death, injury, loss or damage directly or indirectly caused by
- A** the wrongful collection or delivery of the Insured Vehicle's load
  - B** goods which do not conform to the required specification of or the order made by the customer except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your Policy applies.
- 12** death, injury, loss or damage directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any cause or event contributing at the same time or in any other sequence to the loss arising from an Act of Terrorism.

# Section B – Damage

## We will indemnify You for

### 1 Loss of or Damage to the Insured Vehicle

Loss of or damage to the Insured Vehicle up to the market value at the time of the loss or damage or the value last declared to Us, whichever is the less. If We agree to pay for damage to be repaired We may decide to use suitable parts which are not supplied by the original manufacturer.

In the event of a total loss payment in respect of an Insured Vehicle We are entitled to possession and ownership of the Insured Vehicle.

### 2 Recovery and Redelivery of the Insured Vehicle

The cost of protection and removal of the Insured Vehicle to the nearest repairer, when necessary if the Insured Vehicle is disabled, after such damage, and the reasonable cost of delivery to You after repair.

### 3 Incorrect Fuelling

If an Insured Vehicle is incorrectly fuelled We will pay the costs of:

- A** draining the incorrect fuel and cleansing the fuel tank
- B** rectifying any subsequent damage inadvertently caused to the Insured Vehicle through it being driven or moved.

### 4 Electric vehicles – Leased batteries

In the event of loss or damage insured under this section, We may be required to make a payment to the owner of Your Insured Vehicle's battery, or batteries, if the battery is leased or hired.

## Exclusions to Section B

### In addition to The General Exclusions of this Policy:

#### We shall not be liable for

- 1** **A** wear and tear  
**B** depreciation  
**C** reduction in market value following repair  
**D** mechanical, electrical, electronic or computer failures or breakdowns or breakages  
**E** damage to tyres due to punctures, cuts, bursts or application of brakes.
- 2** the amount of any Excess as stated against each Insured Vehicle within Your Policy Schedule unless otherwise amended by Clause.

If the Insured Vehicle is being driven by or is in the charge of a young person this amount is increased on the following basis:

Driver or person in charge of the Insured Vehicle	Additional Excess
<b>A</b> Under 25 years of age	£250
This exclusion shall not apply in respect of any payment solely for the replacement or repair of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle.	
<b>3</b> the first £100 of any payment solely for replacement of the windscreen or windows of the insured vehicle. This Excess does not apply to claims if the windscreen or window is repaired and not replaced. The claim will not affect any no claim discount entitlement.	
<b>4</b> loss of or damage to the Insured Vehicle whilst being used in a national or international rally.	
<b>5</b> loss of or damage to the Insured Vehicle arising from theft or attempted theft whilst the Insured Vehicle is unlocked or whilst the ignition key or other removable ignition device has been left in or on the Insured Vehicle.	

- 6** loss of or damage arising from deception or fraud by a purported purchaser.
- 7** loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- 8** reimbursement of fuel following incorrect fuelling or loss or damage to the Insured Vehicle caused by driving the Insured Vehicle by anyone having prior knowledge that the vehicle had been incorrectly fuelled.
- 9** compensation for You not being able to use the Insured Vehicle, any delay where we have to get new parts or Accessories or they are unavailable, or the value of the Insured Vehicle reducing for any reason.
- 10** damage by Frost:
  - a** unless You have added the appropriately proportioned anti-freeze solution to the water system, as required by the vehicle manufacturer; or
  - b** we shall not be liable for loss of or damage whilst the Insured Vehicle is SORN unless the circulatory cooling system has been completely drained.



# Section C – Trailers

## We will indemnify You for

- 1** the loss of or damage to any Trailer attached to the Insured Vehicle as though it were the Insured Vehicle or
- 2** under Section A – Third Party Liability only in respect of any Trailer owned by You or for which You are responsible while it is detached from any vehicle or
- 3** We will indemnify you against any Trailer up to the value specified in the schedule whilst detached from the Insured Vehicle under Section B – Damage.

Provided that You are not entitled to indemnity under any other Policy.

## Cover

In respect of 1 and 2 no wider cover will apply to any Trailer than is provided to the towing vehicle at the time of the loss or damage.

Subject to the limits applicable to that provided to the last towing vehicle in respect of any detached Trailer.

## Exclusions to Section C

### In addition to The General Exclusions of this Policy:

#### We shall not be liable for

- 1** the amount of any Excess as stated against a specified Trailer on the Policy Schedule or specified in the Exclusions to Section B – Damage in respect of any payment made solely under this section.
- 2** any liability arising out of the operation as a tool of trade of any plant forming part of the Trailer (other than a lifting device for self loading) except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which this Policy applies.
- 3** loss of or damage to property being conveyed on or in the Trailer or towed vehicle.
- 4** loss of or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- 5** loss of or damage to any disabled mechanically propelled vehicle which is being towed by the Insured Vehicle.
- 6** any detached Trailer, whether owned or hired by you or owned by another person but in your custody or control, unless it is kept on secure premises owned or occupied by You or secured premises used for delivery or collection by You.
- 7** any amount claimed for a Trailer that exceeds the value that You have previously declared to Us.

## Section D – Driving Abroad

### 1 Territorial Limits

Your Policy applies in respect of accidents occurring in

- A** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

### 2 Compulsory Insurance

Your Policy provides the minimum indemnity required to comply with the laws relating to 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 E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

Where the minimum indemnity provided is less than that provided under United Kingdom minimum legal requirements, the higher level shall apply.

Your Certificate of Motor Insurance provides evidence of the minimum indemnity required within the countries listed under sub-section 1 – Territorial Limits.

### 3 Green Cards

Subject to payment of any additional premium required and to such terms and conditions as maybe required by Us we will extend cover for the Insured Vehicle to give the same level of cover provided within the territorial limits. Your Policy will apply whilst the Insured Vehicle, for which a Green Card has been issued, is being used in any country specified in the Green Card.

### 4 Other Charges

We will indemnify You in respect of general average contributions, salvage, sue and labour charges incurred up to the Insured Value.

## Section E – Medical Expenses

We will pay medical, surgical and dental fees up to £250 per person reasonably incurred for attendance on any person travelling in the Insured Vehicle injured as a direct result of the Insured Vehicle being involved in an accident. The maximum We will pay will be limited to £1,000 in total for claims arising out of any one cause.

## Section F – Replacement Locks

If the keys or any device used for starting the Insured Vehicle or using its locks or immobiliser are lost or stolen, We will pay for the cost of

- 1** replacing the door and/or boot locks
- 2** replacing the ignition/steering lock
- 3** replacing the lock transmitter and central locking interface
- 4** recoding or, if necessary, replacing any alarm system used with the Insured Vehicle.

# Section G – No Claims Discount

## No Claims Discount

If this is a yearly contract, and You do not claim under this insurance and You have not been involved in an accident which has or may result in a claim against You, We will provide a discount from your next renewal.

Where there have been no Prejudicial Claims under Your Policy, We will reduce Your renewal premium in line with our current No Claims Discount Scale (NCD) shown below:

NCD Years at inception of last year's Allianz renewal	NCD Years at next Allianz renewal where no Prejudicial Claims have been made
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9+	9

We will reduce or remove Your No Claims Discount in the event of a claim. We may withhold the No Claims Discount in full or part if the claim remains unsettled. In the event of a full recovery of our outlay the No Claims Discount would be unaffected.

If You have not chosen to protect your No Claims Discount it will be reduced as shown in the table above for each prejudicial claim.

NCD Years at inception of last year's Allianz renewal	NCD Years at next Allianz renewal without no claims discount protection		
	Prejudicial Claims since the beginning of the period of insurance		
	None	1	2 or more
0	1	0	0
1	2	0	0
2	3	0	0
3	4	1	0
4	5	2	0
5	6	3	0
6+	7	4	0

If You have chosen to protect your No Claims Discount and paid an extra premium for this, We will not reduce Your discount when You renew Your policy if You have made only one claim. If You make more than one claim in the Period of Insurance Your NCD will be reduced by two years for each additional claim made.

If the insurance covers more than one vehicle, the No Claims Discount will apply separately for each vehicle.

You cannot transfer Your No Claims Discount to anyone else.

You will not be able to protect Your No Claims Discount if You have earned less than 4 years No Claims Discount at the beginning of the Period of Insurance.

We will give You a No Claim Discount as long as the insurance has been in force for 12 months and that each renewal is for a further 12 months.

# Section H – Legal Protection

## Definitions for Section H

### We/Us/Our

Allianz Insurance plc trading as Allianz Legal Protection.

### You/Your

The Insured named on the Policy Schedule or any person authorised to drive or be a passenger in the Insured Vehicle.

### Costs

We will pay the following on Your behalf.

- The professional fees and expenses reasonably and properly charged by the Legal Representative on a Standard basis, up to the standard rates set by the courts, which You cannot recover from Your opponent.
- Your opponents Costs in civil cases which You are ordered to pay by a court or tribunal or which You pay to Your opponent with Our written agreement.

We will only pay Costs which We consider are necessary and in proportion to the value of Your claim.

We will only start to cover Costs from the time We have accepted Your claim in writing and appointed the Legal Representative.

### Lawphone

Your Policy includes access to the telephone advice line facility known as Lawphone. This service provides advice on any legal matter relating to Your business 24 hours a day, all year round. The advice You receive from the Lawphone Legal Advice Helpline 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.

Call Lawphone on: 0344 854 1784 quoting Master Policy number 34881. 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 Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of You with Our agreement to act for You in accordance with the terms of this Section.

### Standard Basis

The assessment of Costs which are appropriate to Your claim.

## Cover

We agree to pay Costs up to the Limit of Indemnity which are incurred by You in the pursuit or defence of any claim which falls within the cover described below.

### Uninsured Loss Recovery and Injury

We will pay the Costs of You taking legal action as a result of any road accident which causes the following:

- i Your death or bodily injury whilst You are in, on or getting into or out of the Insured Vehicle
- ii damage to the Insured Vehicle
- iii damage to property which You own or are legally responsible for and which is in or on the Insured Vehicle.

### Motor Prosecution Defence

We will pay the Costs of defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in the following:

- i criminal proceedings being brought against You for a breach of road traffic laws or regulations relating to You owning or using an Insured Vehicle;
- ii a hearing about withdrawing, restricting or suspending Your goods vehicle, licence granted by the Department of Transport (other than a hearing arising due to a commercial decision made by You).

We will provide cover for Uninsured Loss Recovery and Injury and Motor Prosecution Defence provided that:

- i the claim is not covered under any other insurance Policy;
- ii the claim is not covered under any other Section of this Policy;
- iii the road accident or event which gives rise to the claim happened within the Territorial Limits stated in Section D – Driving Abroad of this Policy and within the Period of Insurance;
- iv the claim will be decided by a court within the Territorial Limits stated in Section D – Driving Abroad of this Policy; and
- v there is a reasonable chance of recovering damages or a successful defence at all times.

### Limit of Indemnity

The most We will pay for all claims arising out of any one event is £100,000.

## Notifying a Claim under this Section

### Uninsured Loss Recovery and Injury

If You need to claim for Uninsured Loss Recovery and Injury under Section H (Legal Protection) You should call 0344 209 0775, quote the Master Policy number 34881 and provide details of the claim. The claim details will be passed on to a Legal Representative who will contact You once the details have been received.

If there is a need to contact Us direct to discuss any Uninsured Loss Recovery or Injury claim already in progress, please write to Us at the address below or telephone Us on 0370 243 4340 and quote Master Policy number 34881.

### Motor Prosecution Defence

If You need to claim for Motor Prosecution Defence You should call Lawphone Legal Helpline on 0344 854 1784 and quote Master Policy number 34881.

You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call You back. We will send You a claim form. You should fill in the claim form and return it to Us without delay at the address shown below.

We will contact You once the claim form has been received.

Please note that for all claims made under Section F You must not appoint a solicitor. If You have already seen a solicitor before We have accepted Your claim, We will not pay any fees or other expenses that You have incurred. If Your claim is covered, We will appoint the Legal Representative that We have agreed to in Your name and on Your behalf, subject to the terms and conditions of Your Policy cover. We will only start to cover Your Costs or Legal Expenses from the time We have accepted the claim and appointed the Legal Representative.

Our address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

## Exclusions to Section H

The General Exclusions applying to Your Policy also apply to this Section and in addition it does not provide cover for the following:

- 1** any fines, penalties or compensation awards imposed by a court, tribunal or regulator
- 2** any costs or expenses awarded against You by a criminal court
- 3** any claim arising out of a contract You have with another person or organisation
- 4** a claim for an event which is not covered under Sections A to F of this Policy
- 5** disputes between You and Us
- 6** any dispute or claim that happens because You have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that dispute or claim
- 7** Costs We have not agreed to in writing
- 8** any Costs covered by another insurance Policy
- 9** any claim which is covered under any other Section of this Policy
- 10** Costs You have paid directly to the Legal Representative or any other person without Our permission
- 11** any V.A.T. which You can recover from elsewhere
- 12** an application for judicial review
- 13** parking offences for which You do not obtain points on Your licence
- 14** any criminal proceedings to do with driving whilst under the influence of drink or drugs
- 15** any criminal proceedings where You do not have a valid:
  - a** motor insurance Policy;
  - b** road fund licence or MOT certificate for the Insured Vehicle; or
  - c** driving licence



- 16** any claim where You;
- a** become insolvent (or commit an act of insolvency or bankruptcy), or
  - b** enter into liquidation, or
  - c** make an arrangement with creditors, or
  - d** enter into a deed of arrangement, or
  - e** have part or all of Your affairs assets or property placed in the care or control of a receiver or a liquidator, or
  - f** have an administration order over Your affairs assets or property
- 17** any criminal proceedings arising under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man.

## Extensions to Section H

If You so request We will indemnify the following persons as though each such person was individually named as You:

- A** any proprietor, partner, director or employee of You
- B** any member of Your family if a named person, or any person referred to under Extension A above provided that:
  - i** each such person shall be subject to the terms of this Policy in so far as they can apply
  - ii** Our liability to You and all persons indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity in respect of any one claim.

## Conditions to Section H

If You do not keep to the conditions, We will have the right to refuse any claim and withdraw from any current claim.

The General Conditions applying to Your Policy also apply to this Section and in addition:

- 1 You must:**
- i** provide Us with written details of Your claim along with any other supporting information We ask for
  - ii** make Your claim within 6 months of the date of the event which gave rise to the dispute
  - iii** follow the Legal Representative's advice and provide any information he or she asks for
  - iv** take every reasonable step to recover Costs and pay them to Us
  - v** obtain Our written permission before making an appeal
  - vi** take every reasonable step to ensure that the Legal Representative keeps to all parts of Condition 2 below
  - vii** report any claim to Us and not to any other person or organisation
  - viii** not appoint a Legal Representative.

## **2 The Legal Representative must do the following:**

- i** obtain Our written permission before instructing a barrister or expert witness
- ii** tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or reaching any other solution that We agree to
- iii** tell Us immediately if You or Your opponent make a payment into a court or any offer to settle the matter
- iv** report the result of the claim to Us when it is finished.

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

- i** take over and conduct, in Your name, any claim or proceedings
- ii** settle a claim by paying the amount in dispute
- iii** appoint the Legal Representative in Your name and on Your behalf
- iv** have any legal bill audited or assessed
- v** contact the Legal Representative at any time, and have access to all statements, opinions and reports relating to the claim
- vi** end Your cover provided by this Section if, during the course of the claim, We think that there is no longer a reasonable chance of success. If You continue the claim and get a better settlement than We expected, We will pay Your reasonable Costs.
- vii** at the end of the claim, settle the Costs covered by this indemnity
- viii** end Your cover and recover any Costs from You which We have already paid or agreed to pay if:
  - the Legal Representative reasonably refuses to continue acting for You because of any unreasonable act or failure to act by You; or
  - You unreasonably withdraw Your claim from the Legal Representative without Our agreement; and
  - We do not agree to appoint another Legal Representative to continue Your claim.

## **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 Choosing the Legal Representative**

At any time before We agree that legal proceedings need to be issued or defended in respect of any claim which We have accepted, We will choose the Legal Representative to act in Your name and on Your behalf. You can only choose a Legal Representative if We agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by Us cannot act for You.

In agreeing to the selection of a Legal Representative You must remember Your duty to keep the Costs of any legal proceedings as low as possible.

In all cases the Legal Representative will be appointed in Your name and on Your behalf.

If We do not agree with Your choice of Legal Representative, the matter will be settled using the procedure in Condition 6 below.

## **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 You and We 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.

## **7 Notices**

Every notice which needs to be given under this Indemnity must be given in writing. If You give Us notice, You must send it to the Allianz location shown below. If We give You notice, We must send it to Your last known address.

Our address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

# General Exclusions applying to Your Policy

## We shall not be liable in respect of

### 1 Driving and use

Death, injury, loss or damage arising whilst the Insured Vehicle is being driven by or used by You or with Your general consent

- A** for purposes not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, for purposes not agreed by Us.
- B** by a driver not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, by drivers not agreed by Us.
- C** if it is known by You or any other person claiming indemnity 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.
- D** by a driver who falls outside of the permitted drivers restriction noted against each Insured Vehicle within Your Policy Schedule.
- E** by a driver who is excluded by Clause(s).

This exclusion does not apply in respect of the indemnity given to You (and to no other person) whilst the vehicle is being used without Your authority or by a motor trader for overhaul, maintenance or repair.

### 2 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii** any weapon or other device utilizing radioactive material or radioactive matter or ionising radiation or atomic or nuclear fission or fusion or other like reaction.
- iv** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### 3 War Risks

Death, injury, loss or damage occasioned by, happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which this Policy applies.

### 4 Riot and Civil Commotion

Loss or damage arising during or in consequence of riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### 5 Earthquake

Loss or damage arising during or in consequence of earthquake outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or any other member country of the European Union.

### 6 Contractual Liability

Any liability assumed by agreement which would not have attached in the absence of such agreement (except as provided under Section A – Third Party Liability, Sub Section 2C – Indemnity to Principals). In any event We will not provide indemnity in respect of liquidated damages or under any penalty clause.

### 7 Deliberate Acts

Death, injury, loss or damage directly or indirectly arising as a result of a deliberate act caused by You.

### 8 Hazardous Goods

Death, injury, loss or damage arising whilst the Insured Vehicle is undertaking the carriage of Hazardous Goods.

# General Conditions applying to Your Policy

## 1 Payment of premium

You shall pay the premium or any agreed instalment thereof on demand.

## 2 Supply of Vehicle Data

- A** You shall supply to Us, unless otherwise agreed by Us in writing, details of the vehicles whose use is covered by Your Policy for entry on the Motor Insurance Database.
- B** Any change of vehicle, deletion or acquisition of an additional vehicle, whether permanent or temporary, must be notified to Us immediately, and cover for any new vehicle shall be subject to such terms and adjustment of premium as We may require.
- C** If the Certificate of Motor Insurance issued with Your Policy specifies the Insured Vehicle by its registration mark then no cover applies to any additional or replacement vehicle unless stated otherwise on the Certificate of Motor Insurance. You will be required to destroy the Certificate of Motor Insurance relating to any vehicle for which cover no longer applies.
- D** If the Certificate of Motor Insurance does not specify the Insured Vehicle by its registration mark then cover for an additional or replacement vehicle will be limited to that necessary to meet the requirements of any law relating to compulsory insurance unless or until the change has been notified to and accepted by Us. Except that in case of a replacement vehicle insurance will be maintained on the same basis as the vehicle which it replaces for a period of seven days from its acquisition pending notification by Us.

## 3 Reasonable precautions

You shall take all reasonable precautions to prevent the occurrence of loss, damage or liability

- A** by maintaining the Insured Vehicle in an efficient and roadworthy condition
- B** by installing software, programme code, programme instructions and/or security patch update(s) to the Insured Vehicle as requested, notified or published by the manufacturer or software provider as soon as reasonably possible
- C** by ensuring windscreen recalibration of the Insured Vehicle is undertaken by a qualified technician as soon as reasonably possible when required to do so.

## 4 Claims

You shall in the event of death, injury, loss or damage in consequence of which a claim is or may be made under Your Policy and upon the receipt by You of notice of any claim or legal proceedings.

- A** as soon as reasonably possible notify Us of any accident or claim, and with all reasonable speed provide such information as We require
- B** send to Us immediately on receipt any letter of claim, writ, summons or other legal document
- C** tell Us immediately of any pending prosecution, coroners inquest or fatal accident inquiry should the person claiming or their legal personal representatives have any knowledge of these
- D** not pay or offer to pay any money or make any admission of liability without Our previous consent
- E** allow Us in Your name or the name of any person entitled to indemnity under Your Policy to take over and, during such periods as We think proper, to have the absolute conduct and control of, all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and You shall give us all necessary assistance for that purpose
- F** allow access to the Insured Vehicle at all reasonable times for inspection by Our authorised representative.

We may

- G** at Our option repair, reinstate, replace or make good by payment of money for any loss or damage. If to Our knowledge the Insured Vehicle is the subject of a hire purchase, leasing or contract hire agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to Us in respect of such loss or damage. Our liability for any part or Accessory shall be for the value of the part or Accessory at the time of the accident not exceeding the manufacturer's last list price.
- H** at any time relinquish conduct and control of any claim in respect of accidental damage to other persons property by paying the person claiming up to the amount provided by Section A – Third Party Liability 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 of litigation recoverable or incurred up to the date of such payment.

- I** Please note there is no provision for a courtesy vehicle to be provided during repairs or following the loss of the Insured Vehicle, even if you have a comprehensive cover.

## 5 Other insurances

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 We shall not be liable to contribute to such claim.

## 6 Fraud

If You or anyone acting on Your behalf:

- A** makes any false or fraudulent claim;
- B** makes any exaggerated claim;
- 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 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:

- i** have no cover under the Policy from the date of the termination; and
- ii** not be entitled to any refund of premium.

## 7 Fair Presentation of the Risk

- A** You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.
- B** We may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if You had made a fair presentation, We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

- C** If We would have issued the Policy on different terms had You made a fair presentation, We will not avoid the Policy (except where the failure is deliberate or reckless) but We may instead:

- i** reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had You made a fair presentation; and/or
- ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this clause references to:

- a** avoiding the Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

Where this Policy provides cover for:

- A** any person who is not the named Insured; and
- B** that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade business or profession,

We will not invoke the remedies which might otherwise have been available to Us under this General Condition (Fair Presentation of the Risk) as against the Insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular person who is not the Insured. However, if the person concerned or the Insured on their behalf makes a careless misrepresentation of fact, We may invoke the remedies available to Us under this General Condition as against that particular person, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

## 8 Cancellation Reflection Period

If You are an individual or a sole trader (including a partnership in England and Wales) You may cancel this Policy within 14 days of the date You receive it. You can do this by writing to or emailing the insurance adviser with whom You arranged this insurance. We will cancel this Policy and the record on the Motor Insurance Database with effect from the date We receive the written notice of cancellation.

If You choose to do this You are entitled to a refund of the premium calculated from the date on which We cancel this Policy and the record on the Motor Insurance Database. We will only charge a pro rata premium for the period for which cover has been provided and an additional administration charge of £25 to cover Our operational costs. If any claim has been made or any incident has arisen in the current Period of Insurance which may give rise to a claim, the full annual premium will be payable to Us.

### Cancellation (Outside the Reflection Period)

You may cancel this Policy outside of the reflection period by writing or emailing to the insurance adviser with whom You arranged this insurance. We will cancel this Policy and the record on the Motor Insurance Database with effect from the date We receive notice from Your insurance advisor.

If You choose to do this You are entitled to a refund of the premium calculated from the date We cancel this Policy and the record on the Motor Insurance Database. We will calculate Your refund on a pro-rata basis in respect of the unexpired Period of Insurance less an administration charge of £25 to cover operational costs. The amount of premium to be refunded will be reduced by any unpaid premium or any unpaid monthly instalments due to Us in connection with Your Policy.

If any claim has been made or any incident has arisen in the current Period of Insurance which may give rise to a claim, the full annual premium will be payable to Us.

### Our Cancellation Rights

In addition to the Insurer's rights set out elsewhere in the Policy, including but not limited to Condition 6 (Fraud) and Condition 7 (Fair Presentation of the Risk), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 7 days' notice in writing sent to the Insured's last known address.

The notice will set out the reason for cancellation. Valid reasons for cancellation may include but are not limited to:

- Non payment of premium (including if the premium for this Policy is paid by instalments and in the event that the Insured fails to pay one or more instalments whether in full or in part). In the event that a premium payment is missed the Insurer will write to the Insured notifying them that a payment has been missed and requesting payment by a specific date.

If payment is not received by the Insurer by the specific date the Insurer will send a final letter to the Insured requesting payment by a final date which will be set out in the final letter.

If payment is not received by the final date the Insurer will cancel the policy with immediate effect. The Insured will be notified in writing if the policy is cancelled;

- Failure by the Insured to comply with the terms and conditions of this Policy;
- Failure by the Insured to allow the Insurer to complete a survey (where the Policy has been issued or renewed subject to a survey);
- Failure by the Insured to adhere to, or implement, any risk improvement requirements or conditions required by the Insurer, including any changes required by any survey or claims adjusters report, within a reasonable period of time as advised by the Insurer;
- Material change in the risk;
- Failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of cooperation by the Insured affects the Insurer's ability to process a claim or defend the Insurer's interests or make risk based underwriting decisions. In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 7 days starting from the date provided in the letter;
- The Insured's use of threatening, abusive or intimidating behaviour or inappropriate language or bullying of the Insurer's staff or suppliers; or
- Failure to supply Us with proof of the historical claims and exposure details declared to Us in the quotation request within 30 days of inception.



If the Insurer does cancel this Policy the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance. The amount of premium refund payable will be reduced by all unpaid premiums or unpaid premium instalments due.

## **9 Arbitration**

If there is any dispute as to the amount to be paid under Your Policy (liability being admitted), the matter shall be referred to an Arbitrator to be appointed by the parties concerned in accordance with the Statutory provisions for the time being in force, and there will be no right of action against Us unless an award is made.

## **10 Law Applicable to Contract**

Unless We agree otherwise:

- A** the language of the Policy and all communications relating to it will be English; and
- B** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

## **11 Rights of Parties**

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

## **Important Note:**

If there are any doubts as to whether any arrangements entered into are covered in the above terms You should contact Your insurance adviser immediately.

# Fair Processing Notice – how we use personal information

## 1 Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2 How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**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. Further details can be found below.**

## 3 Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accscsm@allianz.co.uk](mailto:accscsm@allianz.co.uk) and **we** will review the decision.

## 4 The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5 Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

## 6 Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of our business.

## 7 Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9 Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:**

Address: Customer Satisfaction Manager, Allianz,  
57 Ladymead, Guildford, Surrey, GU1 1DB  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)  
Phone: 01483 552438

## 10 Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

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

Address: Data Protection Officer, Allianz,  
57 Ladymead, Guildford, Surrey GU1 1DB  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
Phone: 0330 102 1837

### Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

### Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions of Insured Persons for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by the global Allianz Group and that this fact is made known to the Insured Persons.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of the Insured Persons Personal Data in this way and for these purposes and that your directors, officers, partners, and employees have consented to the global Allianz Group using their details in this way.

## Motor Insurance Database

If your policy provides Motor cover, information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)



**[www.allianz.co.uk](http://www.allianz.co.uk)**

Allianz Insurance plc. Registered in England number 84638.  
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number 121849.



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