

Allianz Insurance plc

Motor Fleet

Policy Wording



Chartered

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 Motor Fleet Policy is made up of several parts which must be read together as they form Your 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 information sent to Us by You or on Your behalf. If any information is incorrect please let Your insurance adviser 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 proposal, presentation of the risk or any other information supplied by You or on Your behalf
- 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 Policy Schedule, which includes any Clause(s) applied to Your Policy while the Policy is in force and the schedule of vehicles
- the Certificate(s) 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 Insurance plc



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 – 0330 102 1998

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

Email:

claims.start@allianz.co.uk

Online Notification:

https://www.allianz.co.uk/claims/motor_claims.html

Post:

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

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 854 1784 quoting the Master Policy reference shown in the schedule.

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

You can also notify Us by:

Post:

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

Pay-On-Use Motor Breakdown Assistance

If You require Pay-On-Use motor breakdown assistance please contact Allianz Global Assistance on 020 8603 9680 with the following details:

- Location of the vehicle
- Registration of Your vehicle
- A contact telephone number
- Description of problem
- Allianz Motor Fleet Policy Number
- Company Name

For additional information please refer to page 20.

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: accsm@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
Telephone: 0800 023 4567 or 0300 123 9123
Email: 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: accsm@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, by emailing 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 contract 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.

Accessory/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.

Advanced Driver Assistance Systems (ADAS)

Integrated in-vehicle intelligent safety systems including, without limitation, those designed to use sensing capability to assist the driving process, improve crash avoidance and reduce crash severity.

Allianz/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.

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.

In-Vehicle Safety Technology

This includes electronic devices that have their own independent power source such as, but not limited to, dashcams, telematic equipment and driver coaching technology. Such equipment is designed to be used in the Insured Vehicle for the purpose of supporting claims defensibility, assisting the driving process, improving crash avoidance and reducing crash severity.

Insured Vehicle

Any motor vehicle subject to Vehicle Excise Duty (when required by law) and its attached Accessory/Accessories, described in

- Paragraph 1 of the current Certificate of Motor Insurance issued as part of this Policy, or
- The Policy schedule issued with Your Policy.

Except when You have requested and We have agreed to provide Cover, Insured Vehicle does not include any motor 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 designed not to run on terra firma unless amphibious which is licensed to go on Highways (but not including any waterborne exposure).

Agricultural Vehicle

An Insured Vehicle used solely for agricultural or forestry purposes being a tractor or self-propelled implement or any vehicle not so described but which is exempt from, or does not require, Vehicle Excise Duty and any Trailer, including any agricultural implement or machine, whilst attached to such Agricultural Vehicle for the purpose of being operated or towed.

Coach

An Insured Vehicle which is a passenger carrying vehicle with more than 17 seats (including the driver).

Goods Carrying Vehicle

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

Hire Car

An Insured Vehicle which is a passenger carrying vehicle with not more than 8 seats (excluding the driver) and licenced for the carriage of passengers for hire or reward.

Minibus

An Insured Vehicle which is a passenger carrying vehicle with more than 8 seats (excluding the driver) but not more than 17 seats (including the driver).

Motorcycle

Any mechanically propelled two wheeled vehicle with or without a sidecar or Trailer attached. A three wheeled vehicle having two wheels on one axle where the centres of the points of contact of such wheels and the road are less than 46 centimetres apart.

Private Car

An Insured Vehicle which is a passenger carrying motor vehicle with not more than 8 seats (excluding the driver) and is not an Agricultural Vehicle, Special Type Vehicle or Motor Cycle and is not used for hire or reward.

Special Type Vehicle

An Insured Vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

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 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.

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 on the Policy Schedule or on the schedule of vehicles. The sections that apply to each type of cover are as follows:

| Section | Comprehensive | Third Party Fire and Theft | Third Party Only | Laid Up Fire and Theft | Laid Up Fire, Theft and Accidental Damage |
|---------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 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. | ✗ | 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 | ✓ | ✓ | ✓ | ✗ | ✗ |
| E – Medical Expenses | ✓ | ✗ | ✗ | ✗ | ✗ |
| F – Personal Belongings | ✓ | ✗ | ✗ | ✗ | ✗ |
| G – Child Seat Cover | ✓ | ✓ | ✗ | ✓ | ✓ |
| H – In-Vehicle Safety Technology | ✓ | ✗ | ✗ | ✗ | ✗ |
| I – Unlicensed Drivers | ✓ | ✓ | ✓ | ✗ | ✗ |
| J – Replacement Locks | ✓ | ✓ | ✗ | ✗ | ✗ |
| K – Personal Accident | ✓ | ✗ | ✗ | ✗ | ✗ |
| L – Unauthorised Movement | ✓ | ✓ | ✓ | ✗ | ✗ |
| M – Occasional Business Use | ✓ | ✓ | ✓ | ✗ | ✗ |
| N – Legal Protection | ✓ | ✓ | ✓ | ✗ | ✗ |
| O – Motor Breakdown: Pay-On-Use Cover | ✓ | ✓ | ✓ | ✗ | ✗ |

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

IMPORTANT – You can only have Laid Up Fire and Theft cover and Laid Up Fire, Theft and Accidental Damage cover if Your Vehicle is declared SORN (officially off the road) with the DVLA and is not being used.

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, subject to the following limits for any one occurrence or series of occurrences arising out of one originating cause
 - i £20,000,000 indemnity in respect of a Private Car
 - ii £10,000,000 indemnity in respect of any Insured Vehicle other than a Private Car
 - iii £1,250,000 indemnity in respect of any Insured Vehicle carrying Hazardous Goods or the minimum monetary limit as required by the laws relating to compulsory insurance of motor vehicles, whichever is the greater amount.

When more than one limit is applicable, the lower indemnity limit shall apply.

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 Joint Insured

each party specified as the Insured on Your Policy Schedule as though separate policies had been issued in their individual names.

D 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.

E 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 Contingent Liability

We will indemnify You while any vehicle not Your property nor provided by You is being used in connection with Your business as though such vehicle were the Insured Vehicle by any person who is employed by You.

4 Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this Section, We will indemnify their legal personal representatives in respect of any liability incurred by him/her within the limitations of this Section.

5 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 subsection 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 subsections 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 subsection indemnity would have been provided by such source or insurance.

6 Emergency Treatment

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

7 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 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

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 2D).
- 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
 - 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 other 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 New For Old Cover

If the Insured Vehicle is a Private Car or a Goods Carrying Vehicle under 7.5 Tonnes Gross Vehicle Weight and has been owned by You (or is the subject of a hire purchase or any type of leasing or contract hire agreement) since new and during the period of one year from the date of its first registration it is either

- A** lost by theft and not recovered within 28 days of the date on which the theft is first reported to Us or
- B** damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of such damage

We will, subject to Your consent and that of other interested parties known to Us, provide You with a new replacement of the same manufacture and model subject to availability in the United Kingdom and thereafter the lost or damaged vehicle shall be Our property.

4 Misfuelling

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 as a result of it being driven or moved.

5 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

We shall not be liable to pay 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 on the Policy Schedule. If the Insured Vehicle is being driven by or is in the charge of a young or inexperienced person this amount is increased on the following basis

Driver or person in charge of the Insured Vehicle

Additional Excess

- | | |
|---------------------------------------------------------------------------------------------------------------|-------------|
| A Under 25 years of age | £250 |
| B 25 years or over who has not held a full driving licence for 12 months at the time of loss or damage | £175 |

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.

- 3** the first £100 of any payment solely for replacement of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle. This Excess does not apply to claims if the windscreen or window is repaired and not replaced.
- 4** loss of or damage to the Insured Vehicle whilst being used in a national or international rally.
- 5** 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** reinstating or replacing data of any type that was held in or stored on any equipment in the Insured Vehicle.

Section C – Trailers

Your Policy applies

- 1 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

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

Cover

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

We shall not be liable to pay for

- 1 the amount of any Excess shown 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.

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
 - B** any other member country of the European Union
 - C** Iceland, Norway and Switzerland
- and during transit by any means between these countries (including the processes of loading and unloading).

Your Certificate of Motor Insurance provides evidence of Cover within the above countries. Whilst an International Insurance Certificate (Green Card) is not necessary, We will issue one on request.

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 EU Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE) or replacement of such regulation and any other legislation of similar intent (including subsequent legislation) if applicable.

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

3 Green Cards

Provided notice of an intended foreign visit to any other country within the Continent of Europe has been given to Us, 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. Subject to payment of any additional premium required and to such terms and conditions as maybe required by Us.

4 Other Charges

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

5 Customs Duty

We will indemnify You against liability incurred by You for the enforced payment of Customs Duty on the Insured Vehicle after temporary importation into any country to which this Section applies, provided that such liability arises as the direct result of loss of or damage to the Insured Vehicle which is the subject of indemnity under Your Policy.

Section E – Medical Expenses

We will pay medical, surgical and dental fees up to £500 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 £2,000 in total for claims arising out of any one cause.

Section F – Personal Belongings

We will pay up to £500 in total for loss or damage to rugs, clothing and personal effects whilst in or on the Insured Vehicle.

Exclusions to Section F

We shall not be liable to pay for

- 1 the loss of or damage to money, securities, jewellery, furs, goods, equipment or samples carried in connection with any trade or business, or property insured under any other Policy.
- 2 the cost of reinstating or replacing data of any type that was held in or stored on any equipment in the Insured Vehicle.
- 3 any loss or damage where the Insured Vehicle is left unlocked.
- 4 the first £50 of any loss or damage.

Section G – Child Seat Cover

We will pay up to £150 for the replacement of any child seat fitted in the Insured Vehicle as a result of loss of or damage to the Insured Vehicle following an event which is the subject of indemnity under subsection 1 – Loss of or Damage to the Insured Vehicle of Section B – Damage.

Section H – In-Vehicle Safety Technology

We will pay up to £250 for loss of or damage to In-Vehicle Safety Technology whilst in or on the Insured Vehicle.

Exclusions to Section H

We shall not be liable to pay for

- 1 any item for which indemnity is provided under Section B – Damage and/or Section F – Personal Belongings.
- 2 the cost of reinstating or replacing data of any type that was held in or stored on any equipment in the Insured Vehicle.
- 3 any loss of or damage where the Insured Vehicle is left unlocked.
- 4 the first £50 of any loss or damage.

Section I – Unlicensed Drivers

Your Policy shall remain operative whilst the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by a person who does not hold a licence to drive the vehicle in circumstances where a licence to drive is not required by law provided the person driving is of an age to hold a licence to drive such vehicle.

Section J – 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 K – Personal Accident

We will pay £10,000 at Your request if the driver of the Insured Vehicle suffers accidental injury while travelling in or getting into or out of the Insured Vehicle if the injury within three months of the accident directly results in death, total and permanent loss of sight in one or both eyes or loss of one or more limbs.

Payment will be made direct to the injured person or to their legal personal representative.

Exclusions to Section K

We shall not be liable to pay for

- 1 more than £10,000 following one accident.
- 2 for injury arising from suicide or attempted suicide.
- 3 for any person who is less than 17 or more than 70 years of age.

Section L – Unauthorised Movement

At Your request Your Policy applies in respect of legal liability for injury, loss or damage arising out of the movement by You or Your employees of vehicles not belonging to You which are impeding Your legitimate access or exit.

Section M – Occasional Business Use

At Your request Your Policy extends to apply in respect of any Private Car the property of or hired or loaned to any employee whilst being used in connection with Your business but excluding any Private Car that has been provided by You.

Section N – Legal Protection

Definitions for Section N

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, public service vehicle, hackney carriage or private hire licence or any 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 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 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 N – Legal Protection You should call 0330 102 1998, 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 0344 854 1784 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 N 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 N

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 M 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 N

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 N

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 six 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
 - 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** settle the Costs covered by this indemnity at the end of the claim.
- 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

Section O – Motor Breakdown: Pay-On-Use Cover

Vehicle Breakdown

This service is provided by Allianz Global Assistance, which is a trading name of Allianz Worldwide Partners. The service has been designed to assist You if Your Vehicle has a Breakdown or is Immobilised within the UK. Any costs incurred will be at Your own expense.

Definitions

The Policy Definitions listed below are in addition to, and replace where applicable, those Policy Definitions defined on page 4 to 5:

1 Breakdown/Immobilisation

Electrical or mechanical breakdown; road traffic accident; loss of keys; loss, damage or destruction by fire, theft or vandalism; lack of fuel, incorrect fuelling or contaminated fuel and punctures, causing Your Vehicle to be immobilised.

2 Excluded Vehicle

Any Vehicle which weighs more than 44,000 kg or which is one of the following: tractor, tanker, cement mixer, mobile crane, construction site plant vehicle, fork lift truck, digger, road sweeper, ride-on lawn mower or other agricultural ride-on Vehicles (except cherry pickers).

3 Home / Business Address

Your usual place of residence or work in the UK.

4 UK

England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man

5 Vehicle

The Vehicle which

- a You are travelling in;
- b You are insured to drive;
- c is in a legally road worthy condition;
- d is not an Excluded Vehicle; and
- e may have been modified from the manufacturer's original specification.

6 We, Our, Us

Allianz Global Assistance, which is a trading name of Allianz Worldwide Partners.

7 You, Your, Yours

The driver of the Vehicle at the moment the breakdown/immobilisation occurs.

Cover

Pay-On-Use Motor Breakdown Assistance allows You access to the following services if Your Vehicle has a breakdown/ Immobilisation in the UK. Any costs incurred will be at Your own expense.

If You require Pay-On-Use Motor Breakdown Assistance:

Please contact Us with the following details:

- Location of Vehicle
- Registration number of Your Vehicle
- A contact telephone number
- Description of problem
- Allianz Motor Fleet Policy Number
- Company Name

Call 020 8603 9680.

All calls to Us may be recorded. This will assist Us in confirming details of a call that may be incomplete or unclear.

Pay-On-Use Motor Breakdown Assistance Home / Business Start Assistance

In the event of Breakdown either at Your Home / Business Address or less than a mile from Your Home / Business Address. If We are unable to effect repairs or repairs will take longer than 60 minutes, You will have the option to pay for Us to arrange for local recovery.

Roadside Assistance

In the event of Breakdown more than 1 mile from Your Home Address, We will attend the Vehicle in order to effect repairs. If We are unable to effect repairs or repairs will take longer than 60 minutes, You will have the option to pay for Us to arrange for local recovery.

Local Recovery

In the event that the Vehicle cannot be repaired or remobilised following Our Roadside or Homestart Assistance, We will arrange to take the Vehicle and You to the nearest suitable garage within a 25 mile radius.

Adverse Weather Conditions

Please be aware that adverse weather conditions such as high winds, snow, ice or floods can make it impracticable for Us to provide Our normal assistance services. In this event, it may be necessary for Us to attend to the Vehicle later.

Exclusions to Section O

In addition to The General Exclusions of this Policy:

We will not assist You in the event of a call for assistance caused by, arising from or in connection with the following:

- 1** Any loss, theft, damage, death, bodily injury, cost or expense that is not directly associated with the incident that caused You to contact Us, unless expressly stated in this document.
- 2** Any costs covered under any other warranty, guarantee, insurance or cover.
- 3** Accident or injury either through deliberate non-observance of the laws of the land in which You are travelling or the practice of activities not authorised by the local authorities.
- 4** The cost of replacement parts.
- 5** Damage or injury intentionally caused by You or resulting from participation in a criminal act or offence.
- 6** Any costs that would have been payable normally by You, such as fuel, congestion or toll charges.
- 7** Any Breakdown/Immobilisation which happens outside the UK.
- 8** Faulty repairs, incorrect servicing or failure to have Your Vehicle serviced in accordance with the manufacturer's specification.
- 9** Any sundry expenses resulting from an incident claimed for under Section O, for example telephone or mobile phone calls, faxes, food and drink.
- 10** You not answering accurately any question(s) We have asked You at the time of buying this service, where Your answer(s) may have affected Our decision to assist You.

Special Conditions applying to Section O

In addition to the General Conditions of this Policy You must meet the following conditions before We assist You:

1 Information You need to tell Us

There is certain information that We need to know as it may affect the terms of the service We can offer You.

You must, to the best of Your knowledge, give accurate answers to the questions We ask when You buy Your Pay-On-Use Motor Breakdown Assistance. If You do not answer the questions truthfully it may mean You have to pay more for Our service.

2 Looking after Your Vehicle

You must take all reasonable steps to safeguard Your Vehicle against Breakdown/Immobilisation.

3 Fraud

If You give Us information that is false or dishonest in any way, this service will not be available.

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 (except as provided for in Section I – Unlicensed Drivers).
- D** 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 Insured 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 utilising 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, subsection 2D). In any event We will not provide indemnity in respect of liquidated damages or under any penalty clause.

7 Deliberate and/or Unlawful Acts

Death, injury, loss or damage directly or indirectly caused by You or any driver insured to drive the Insured Vehicle arising as a result of

- A** a deliberate and/or unlawful act
- B** improper or unlawful use of ADAS and any other In-Vehicle Safety Technology

except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which Your Policy applies.

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** You must tell Us immediately of any change of vehicle, deletion or acquisition of an additional vehicle, whether permanent or temporary, and cover for any new vehicle shall be subject to such terms and adjustment of premium as We may require.
- C** At the end of each successive period as specified by Clause(s) on Your Policy Schedule the premium will be proportionately adjusted as necessary.

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 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.

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. This condition shall not apply to Section K – Personal Accident.

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 fourteen days of the date You receive it. You can do this by writing to the intermediary with whom You arranged this insurance. We will cancel this Policy 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 the Policy 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 £50 to cover Our operational costs subject to a minimum amount payable of £100. Provided that no claim has been made or that no incident has arisen in the current Period of Insurance which may give rise to a claim in which case the full annual premium will be payable to Us.

Cancellation (Outside the Reflection Period)

You have no cancellation rights under Your Policy

Our Cancellation Rights

Other than where General Condition 6 (Fraud) applies We may cancel Your Policy by sending seven days notice in writing to You at Your last known address.

If the premium has been paid in full, You shall be entitled to a proportionate rebate in respect of the unexpired Period of Insurance. The amount of the premium to be refunded under this condition will be reduced by all future instalments or unpaid premiums due to Us.

If the premium for Your Policy is paid by instalments and in the event that You fail to pay one or more instalments whether in full or in part, We may cancel Your Policy by sending fourteen days notice in writing to You at Your last known address.

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).

12 Car Sharing

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

- 1** the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver)
- 2** the passengers are not being carried in the course of a business of carrying passengers
- 3** the total contributions received for the journey concerned do not involve an element of profit.

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 accsm@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
- 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
- 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
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
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

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 Insurers Database

As 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

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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