

## ALLIANZ MOTOR PROTECTION PLAN POLICY WORDING

### Telephone Advice Service

For general advice about an accident, **claim** or cover under this policy, please ring the **coverholders** on 0800 111 4089.

We agree to cover **you** under the conditions of this policy, as long as the premium has been paid.

### Definitions

<b>Coverholders</b>	Albany Assistance Ltd.
<b>Insured vehicle</b>	<b>Your</b> motor vehicle as described in <b>your</b> current certificate of motor insurance. This includes any caravan or trailer attached to <b>your</b> motor vehicle.
<b>Insured event</b>	An accident involving the <b>insured vehicle</b> that is not <b>your</b> fault and which results in: - <b>Your</b> death or bodily injury while <b>you</b> are in, on or getting into or out of the <b>insured vehicle</b> . - Damage to the <b>insured vehicle</b> . - Damage to property which <b>you</b> own or are legally responsible for and which is in or on the <b>insured vehicle</b> .
<b>Claim</b>	A legal action that <b>you</b> take against <b>your</b> opponent in the civil courts in respect of <b>your uninsured loss</b> following an <b>insured event</b> .
<b>Period of insurance</b>	The period shown on <b>your</b> current certificate of motor insurance.
<b>We, us, our</b>	Allianz Legal Protection, part of Allianz Insurance plc.
<b>You, Your</b>	The person or organisation named on <b>your</b> current certificate of motor insurance and any person authorised to drive or be a passenger in the <b>insured vehicle</b> .

**Legal representative** The **coverholders**, solicitor or other person appointed with **our** agreement under this policy to represent **you** in respect of a **claim**. At any time before we agree that legal proceedings need to be issued, **we** will choose the **legal representative**. The **legal representative** that **we** choose will be the **coverholders** or one of **our** approved specialist solicitors. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms and fees as **we** would have appointed one of **our** approved specialist solicitors. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 6. When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any **claim** as low as possible.

**Costs** **We** will pay the following:  
- The professional fees and expenses reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts, which cannot be recovered from **your** opponent.  
- **Your** opponent's **costs** which **you** are ordered to pay by a court or tribunal.  
**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 the **claim** and appointed the **legal representative**.  
The most **we** will pay for all events arising out of one event is £50,000.

**Reasonable prospects of success** **Reasonable prospects of success** only exist if **we** and the **legal representative** agree that **you** are more likely than not to recover **your uninsured loss** from **your** opponent and that **your uninsured loss** is more than the expected **costs** of taking legal action against **your** opponent.

**Territorial limit** England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Luxembourg, the Netherlands, Norway, Portugal, the Republic of Ireland, Spain, Sweden and Switzerland.

**Uninsured loss** Any loss that **you** suffer, including personal injury, compensation or any consequential loss following an **insured event** where that loss is not covered by any other insurance policy that **you** have.

### What is covered

**We** will pay the **costs** of **your claim** following an **insured event**.

**We** will provide this cover as long as:

- the **claim** is not covered under any other insurance policy;
- the **insured event** happened within the **territorial limit** and within the **period of insurance**;
- the **claim** will be decided by a court within the **territorial limit**; and
- at all times during the course of a **claim** there are **reasonable prospects of success** for the recovery of **your uninsured loss** from **your** opponent.

### What is not covered

**We** will not provide cover for the following.

1. Any **claim** directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
2. Any **claim** arising out of a contract **you** have with another person or organisation.
3. Any **claim** reported to **us** more than 6 months after the **insured event**.
4. Any **claim** where the **insured vehicle** was being used for racing, rallies or competitions.
5. A **claim** for an event which is not covered under **your** current motor insurance policy.
6. Any **claim** where **you** do not have a valid:
  - motor insurance policy;
  - road fund licence or MOT certificate for the **insured vehicle**; or
  - driving licence.
7. Any **claim** arising from the theft or attempted theft of the **insured vehicle**.
8. A **claim** where the **insured vehicle** is not in a roadworthy condition (which means that it would not pass a MOT test) at the time of the **insured event**.
9. Any **claim** where **your** opponent cannot be traced or identified.
10. Any **costs** incurred before **we** have accepted **your claim** in writing.
11. **Costs** **you** have paid directly to the **legal representative** or any other person without **our** permission.
12. **Claims** arising from the deliberate, conscious, intentional or careless disregard by **you** of the need to take all reasonable steps to avoid, prevent and limit any such **claim**.
13. **Claims** that are found to **our** satisfaction to be of a fraudulent nature. **You** will be held responsible for any **costs** paid or incurred by **us** in respect of that **claim**.
14. Any VAT **you** can recover from elsewhere.
15. Any **costs** covered by another insurance policy.
16. Any fines or penalties.
17. **Costs** of a **legal representative**, other than the **coverholders**, in respect of a **claim** within the small claims track of the County Court in England and Wales. (The amount in dispute will be no more than £1,000 for personal injury **claims** or £5,000 for all other **claims**.)
18. **Costs** of a **legal representative**, other than the **coverholders**, in respect of a small **claim** within the Sheriff Courts in Scotland. (The amount in dispute in respect of **your uninsured loss** will be no more than £750.)
19. **Costs** **we** have not agreed to in writing.
20. Disputes between **you** and **us**.
21. An application for a judicial review.
22. **Claims** directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
23. **Claims** arising from war, invasion, riot, revolution, terrorism or a similar event.

### How to make a claim

Under this policy, **claims** are managed by the **coverholders** on **our** behalf. The **coverholders** address is: Albany Assistance Ltd, Redmond House, Fern Court, Bracken Hill Business Park, Peterlee, County Durham SR8 2RR United Kingdom. If **you** need to make a **claim**, call the **coverholders** on 0800 111 4089. When **you** call, please say that **you** are an Allianz Motor Protection Plan customer and quote master policy 36411. **You** will need to provide **your** vehicle registration

(cont.)

## How to make a claim (continued)

number, date of accident and any supporting details or information required to pursue the **claim**.

If **your claim** is covered the **coverholders** will act on **our** behalf and will appoint the **legal representative** in **your** name and on **your** behalf. **You** must not appoint a solicitor yourself. If **you** have already seen a solicitor before **we** have accepted **your claim**, **we** will not pay for 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 and will only start to cover the **costs** from the time **we** have accepted the **claim** and appointed the **legal representative**.

## Conditions

If **you** do not keep to the conditions, **we** will have the right to cancel the policy, refuse any **claim** and withdraw from any current **claim**.

### 1 You must:

- a give **us** written details of **your claim** along with any other supporting information **we** ask for.
- b make **your claim** within six months of the event which gave rise to the dispute.
- c not appoint a **legal representative**.
- d follow the **legal representative's** advice and provide any information he or she asks for.
- e take every step to recover **costs** and pay them to **us**.
- f get **our** written permission before making an appeal.
- g make sure that the **legal representative** keeps to condition 2 below.

### 2 The legal representative must do the following.

- a Get **our** written permission before instructing a barrister or expert witness.
- b Tell the **coverholders** if, at any stage, **your claim** no longer has **reasonable prospects of success**.
- c Tell the **coverholders** immediately if **your** opponent makes a payment into court or any offer to settle the matter.
- d Report the result of the **claim** to the **coverholders** when it is finished.

### 3 We will have the right to do the following.

- a Take over and conduct, in **your** name, any **claim** or proceedings.
- b Settle a **claim** by paying the amount in dispute or by mediation.
- c Appoint the **legal representative** in **your** name and on **your** behalf.
- d Have any legal bill audited or assessed.
- e Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
- f End **your claim** if, during the course of the **claim**, **we** think **your claim** no longer has **reasonable prospects of success**. If **you** continue the **claim** and get a better settlement than **we** expected, **we** will pay **your** reasonable **costs**.
- g Settle the **costs** covered by this section of **your** policy at the end of the **claim**.
- h End **your claim** and recover any **costs** from **you** which **we** have already paid if **you** withdraw instructions to the **legal representative** without **our** agreement.

### 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, **we** will choose the **legal representative**. The **legal representative** that **we** choose will be the **coverholders** or one of **our** approved specialist solicitors. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises which means the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms and fees as **we** would have appointed one of **our** approved specialist solicitors. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 6. When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any **claim** as low as possible.

### 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 **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one. Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs.

### 7 Cancellation rights

**You** may cancel this policy with 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid. At any other time during the **period of insurance**, **we** or **you** may cancel the policy by giving 30 days notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid. If **we** cancel the policy during this time, **we** will refund any amount **you** have paid for the rest of the **period of insurance**, as long as **you** have not made a **claim**. **You** cannot make a **claim** for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to **claim** for an event which occurred before the date the policy was cancelled.

Every notice to cancel this policy must be given in writing by recorded delivery. If **you** give **us** notice to cancel the policy, **you** must send it to UKAIS Limited, who administer the policy on **our** behalf at the address set out below. If **we** give **you** notice, **we** will send it to **your** last known address.

The address to which **you** must send notice to cancel the policy is:

UKAIS Limited, Prospect House, Gordon Banks Drive, Trentham Lakes North, Stoke on Trent ST4 4TW United Kingdom

### 8 Notices

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

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

### 9 Law and language of this policy

This policy is subject to the laws of England and Wales. **We** will communicate with **you** in English.

## Customer service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

**We** will always confirm to **you** the receipt of **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 sorted out the situation within eight weeks, **we** will provide **you** with information about the Financial Ombudsman Service.

Please contact the Customer Satisfaction Manager at **our** address.

**Our** address is:

Allianz Legal Protection, Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW United Kingdom

Phone: 0870 243 4340

Using **our** complaints procedure or referral to the Financial Ombudsman Service does not affect **your** legal rights.

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

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

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849 and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Allianz Insurance plc is a member of the Financial Ombudsman Service and the Association of British Insurers.