

Allianz Insurance plc

Clear Commercial Vehicle

Policy
Motor

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

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

Should you need further details or have any questions your insurance advisor 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 Allianz Clear Commercial Vehicle policy is made up of several parts which must be read together as they form your contract.

The basis of this contract is the information which you have supplied as shown in the **Statement of Facts**. Please take time to read all parts of this policy to make sure they meet your needs and that you understand the cover provided, general exclusions and general conditions that apply. If you wish to change anything or if there is anything you do not understand, or any statement is incorrect, please let your insurance advisor know or contact us at the address listed on page 3.

The parts of the policy are:

- this Introduction; the General definitions; the Cover provided; the General exclusions and General conditions, all of which apply to all sections of this policy
- the **schedule**, which includes all **endorsements** applied to the policy while this policy is in force.
- the **certificate of motor insurance**
- the **Statement of Facts** (only applicable where an application form was not required).

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted in bold.

Allianz will insure 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



Jonathan Dye

Chief Executive

Financial Services Compensation Scheme:

If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). 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.

Allianz is working with the Home Office to help reduce vehicle crime. On page 13 you will find security advice which we hope will protect you against vehicle crime.

General Definitions

The Meaning of words

The terms below have their meaning shown next to them and appear in bold throughout **your** policy.

Certificate of Motor Insurance

The document issued by **us** showing that this policy provides the cover **you** need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your vehicle** and the purposes for which **your vehicle** can be used.

Endorsement

Changes to the terms of **your** policy which will be shown in **your schedule**.

Excess/Excesses

The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy but other additional **excesses** may be shown in **your schedule**

Hazardous Goods

Hazardous goods means any goods requiring the display of hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the goods are being carried.

Insurance Advisor

This is the person who **you** arranged **your** insurance with.

Spouse/Civil Partner

The person **you** are legally married to or have entered into a legal Civil Partnership with.

Market Value

The cost of replacing **your vehicle** at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

This will not exceed the estimate of value that **you** last gave to **us**.

Period of Insurance

The period **you** are covered for as shown on **your certificate of motor insurance** and **schedule**.

Schedule

A document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

Statement of Facts

A record of the information **you** have provided **us** with.

Territorial limits

Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our, Allianz

Allianz Insurance plc.

You, your, yourself, the insured

The insured named on the **schedule**.

Your vehicle

Any vehicle and accessories on or attached to it, as described in paragraph 1 of **your** current **certificate of motor insurance** or **your** policy **schedule**.

Claims Information

claims START - 0345 6000 676

claims START is a service from **Allianz** to help **you** through the early stage of making a claim.

An immediate call to claims START on **0345 6000 676** will ensure that **your** claim is handled quickly and smoothly. This number is open 24 hours a day, 365 days a year.

claims START provides the following services:

- The first point of call to notify a motor accident, damage to **your** windscreen, vandalism or theft of **your vehicle** - regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year.
- No need to complete a claim form.
- Priority service and speedy repair of **your vehicle** at one of **our** national approved repairers.
- If **your vehicle** is below 3.5 tonnes it can be repaired by one of **our** national approved repairers; they will provide **you** with use of a small van whilst **your vehicle** is being repaired following a claim that has been accepted under this policy.
- All repairs are guaranteed for 5 years.

International Claims Department

If **your vehicle** is involved in an accident whilst being driven outside the United Kingdom, **you** will need to call 01483 218200 if calling from the United Kingdom or 00 44 1483 218200 if calling from abroad.

The lines are open 24 hours a day, 365 days a year.

Legal advice helpline

Your Clear commercial vehicle policy provides access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

The advice **you** get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0370 241 4140

When **you** call Lawphone please state that **you** are an **Allianz** policyholder and quote master policy reference number 28614. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

The Cover Provided

All sections of **your** policy apply unless **your schedule** shows **endorsements** saying otherwise.

The General exclusions and General conditions at the back of this policy apply to all sections.

Changes to your circumstances

Please tell **your insurance advisor** at **your** first opportunity if there are any changes to **your** circumstances which could affect **your** insurance.

Please refer to General Condition 11 on page 12 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

Complaints Procedure

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.

If **you** have a complaint please contact **our** Customer Satisfaction Manager at:

Allianz Insurance plc
2530 The Quadrant
Aztec West
Bristol
BS32 4AW
Telephone: 0330 102 1781
Email: allianzretailcomplaints@allianz.co.uk

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

Section 1 – Your Liability to Others

What is covered

1a Cover we provide for you

We will pay all the amounts **you** may become legally responsible for in respect of:

- accidental death of or bodily injury to any person; or
- accidental damage to anyone's property. The indemnity is limited to £5,000,000 including all costs (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the **territorial limits**) for any one occurrence or series of occurrences arising from one cause. Whilst **your vehicle** is carrying any **hazardous goods**, the indemnity is limited to £1,000,000 for any one occurrence or series of occurrences arising from one cause.

caused by or arising out of:

- i the use of
- ii goods falling from or
- iii the operations of loading and unloading **your vehicle**

1b We will also provide the same cover as 1a above in respect of

- i any disabled mechanically propelled vehicle which is being towed by **your vehicle**
- ii any trailer or caravan owned by **you** or for which **you** are responsible whilst it is
 - a) attached to **your vehicle**
 - b) detached from any vehicle

Provided that **you** are not entitled to indemnity under any other policy **we** will also indemnify **you** (and no other person) in respect of any trailer or caravan described above whilst it is attached to a vehicle which is neither owned by **you** nor in **your** custody or control.

2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- Anyone **you** allow to drive or use **your vehicle** as long as they are entitled to drive by **your** current **certificate of motor insurance** and **schedule** and are using **your vehicle** within the limitations of use specified in **your certificate of motor insurance**.
- Anyone travelling in, getting into or out of **your vehicle**.
- All companies forming **the insured** as though separate policies had been issued in their individual names.
- Any principal of **the insured** provided that **the insured** would have been entitled to cover if the claim had been made against **the insured**.

3 Your legally appointed representatives

After the death of anyone who is insured under this policy, **we** will protect that person's estate against any liability they had if that liability is insured under this policy.

4 Legal fees and expenses

If there is an accident insured under this policy **we** will, subject to **our** written agreement, arrange and pay for:

- a solicitor or barrister to represent anyone insured under this policy at a coroner's inquest or criminal court;
- defending anyone covered under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency Treatment

If there is an accident insured by this policy, **we** will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.

What is not covered

We will not cover:

Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the **territorial limits** of this policy.

Liability for loss of or damage to property which belongs to, or is held in trust by **you**, or is in **your** care custody or control.

Liability for loss of or damage to property which belongs to, is held in trust by, or is in the care custody or control of anyone **you** allow to drive **your vehicle** and who is entitled to drive by **your certificate of motor insurance**.

Loss of or damage to **your vehicle** or any trailer or caravan being towed by **your vehicle**.

Liability incurred by anyone who is covered under any other insurance.

Liability caused by using **your vehicle** on any part of an aerodrome, airport, airfield or military base where aircraft can go.

Damage to any bridge, viaduct, weigh-bridge, road or anything beneath by vibration or by the weight of **your vehicle** and its load if **your vehicle** and/or trailer exceeds the maximum gross vehicle, plated or train weighted permitted by the relevant law.

Liability arising out of the operation as a tool, of any plant forming part of any trailer (other than a lifting device for self loading) except so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss or damage to any vehicle or trailer being towed or any property being carried in or on it.

Section 2 – Loss of or Damage to Your Vehicle

What is covered	What is not covered															
<p>We will, at your request, pay for:</p> <ul style="list-style-type: none"> loss of or damage to your vehicle up to the market value of your vehicle; if we repair your vehicle we may use alternative parts not supplied by the original manufacturer. the cost of draining your vehicle's fuel tank due to accidental misfuelling and of repairing any damage caused to your vehicle's engine as a consequence of it the cost of protecting and removing your vehicle to the nearest repairer and the cost of delivering your vehicle back to you after it has been repaired as long as your home is in the United Kingdom, Channel Islands or the Isle of Man. replacement or repair of your vehicle's windscreen or windows <p>Replacing your vehicle</p> <p>We will at your request replace your vehicle with a new one of the same make, model and specification if your vehicle is:</p> <ul style="list-style-type: none"> stolen and not recovered within 28 days of you reporting the theft to us; or damaged to the extent that the cost of repair is more than 50% of an identical new vehicle at the time of loss or damage (based on the manufacturers last United Kingdom list price). <p>we will only do this if</p> <ul style="list-style-type: none"> you have owned your vehicle (or it has been hired to you under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new; The loss or damage happens before your vehicle is one year old; We have your permission or the hire purchase company's permission to replace your vehicle; Your vehicle is under 3.5t gross vehicle weight, is in current production and available in the United Kingdom. <p>If your vehicle is on lease hire, hire purchase or personal contract hire, we may be required to pay the owner for damage to your vehicle. In that event our payment will be in full and final settlement of our liability under this section.</p> <p>Obsolete and Spare Parts</p> <p>If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus a fitting cost.</p> <p>If the part is not listed in the manufacturers last United Kingdom price list we will pay the cost of an equivalent part plus the fitting cost.</p> <p>If no equivalent part is listed the most we will pay is £250.</p> <p>Salvage</p> <p>If we are going to settle your claim by replacing your vehicle or by paying you the market value, your vehicle will become our property.</p> <p>If your vehicle has a personalised registration you may retain this, subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.</p>	<p>We will not cover:</p> <p>Loss of or damage to your vehicle following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless your vehicle was locked and the ignition key or other removable ignition device was not in or on your vehicle.</p> <p>Loss of or damage to, your vehicle resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.</p> <p>Any amount over £750 for loss of or damage to audio communication, navigational, or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for your vehicle when built. Such equipment must be permanently fitted to your vehicle and operated exclusively by your vehicle's electrical system.</p> <p>Fire, theft and malicious damage excess</p> <p>You will have to pay the first £150 of any claim made for fire, theft or attempted theft or malicious damage.</p> <p>Windscreen damage excess</p> <p>If your claim is only for repair or replacement of your vehicle's windscreen or windows or for bodywork scratched as a direct result of a damaged windscreen or window you will have to pay the first – £75 for replacement using our approved repairer Autoglass £nil for repair using our approved repairer Autoglass £100 for replacement or repair using any other repairer.</p> <p>Accidental damage excess</p> <p>If your claim is not for fire, theft, malicious damage or windscreen, you will have to pay the excess shown in the category of driver table below. These excesses are additional to any other excess which may apply (please refer to your schedule).</p> <table border="1" data-bbox="817 1301 1359 1442"> <thead> <tr> <th>Category of driver</th> <th>Experienced</th> <th>Inexperienced</th> </tr> </thead> <tbody> <tr> <td>Drivers Age</td> <td></td> <td></td> </tr> <tr> <td>17 to 20</td> <td>£350</td> <td>£350</td> </tr> <tr> <td>21 to 24</td> <td>£250</td> <td>£350</td> </tr> <tr> <td>25 or over</td> <td>£150</td> <td>£250</td> </tr> </tbody> </table> <p>An inexperienced driver is someone who has not held a full licence issued in the European Union, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for at least one year.</p> <p>Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.</p> <p>Damage to tyres caused by braking, punctures, cuts or bursts.</p> <p>Damage or destruction due to pressure waves caused by aircraft or other flying objects.</p> <p>Loss of or damage caused directly or indirectly by fire if your vehicle is equipped for the cooking and/or heating of food and/or drink.</p> <p>Loss or damage arising from confiscation, requisition or destruction of your vehicle by or under order of any Government, Public or Local Authority.</p> <p>Loss of value following repairs to your vehicle.</p> <p>Loss of use of your vehicle or other indirect loss.</p> <p>Any damage caused deliberately by you or anyone else insured under this policy.</p>	Category of driver	Experienced	Inexperienced	Drivers Age			17 to 20	£350	£350	21 to 24	£250	£350	25 or over	£150	£250
Category of driver	Experienced	Inexperienced														
Drivers Age																
17 to 20	£350	£350														
21 to 24	£250	£350														
25 or over	£150	£250														

Section 3 – Medical Expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in **your vehicle** if they are injured in an accident involving **your vehicle**.

Section 4 – Personal Belongings

What is covered	What is not covered
<p>We will pay, at your request, up to £100 for personal belongings while in or on your vehicle if they are lost or damaged by an accident, fire, theft or attempted theft.</p>	<p>We will not pay for loss of, or damage to:</p> <ul style="list-style-type: none">• money including cash, cheque books, credit, debit, cheque and loyalty cards;• tickets vouchers documents or securities (financial certificates such as shares and bonds);• jewellery including watches;• mobile phones; or• goods, samples or business equipment which you or any person insured by this policy carry in connection with any trade or business.

Section 5 – If You or Your Spouse or Civil Partner are involved in an Accident

What is covered	What is not covered
<p>If you or your spouse or civil partner are in an accident while travelling in your vehicle or getting into or out of any motor car and this is the only cause of death or bodily injury to you or your spouse or civil partner, we will pay £5,000 per person if you or your spouse or civil partner die, suffer the total and permanent loss of sight in one or both eyes or lose any limbs.</p> <p>We will only pay for one benefit for death or injury to each person for any one injury in any one period of insurance.</p>	<p>We will not cover:</p> <ul style="list-style-type: none">• death or loss of sight or limb if this happens more than three months after the accident.• any loss under this section if you are a firm, company or more than one person.• any loss due to:<ul style="list-style-type: none">• deliberately injuring yourself or spouse or civil partner;• suicide or attempted suicide;• any injury caused by a natural disease or weakness; or• any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.

Section 6 – Replacement Locks

We will cover the cost of changing locks on **your vehicle** if the keys, transmitter or immobiliser key have been lost or stolen provided **you** report the loss to the Police within 24 hours of discovering it.

The maximum **we** will pay for any one claim is £1,000.

Section 7 – Foreign Travel

The policy provides the minimum cover **you** need by law to use **your vehicle** in the following countries:

- **Territorial limits** - Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

Provided that:

- **your vehicle** is otherwise permanently kept in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **you** main permanent address is in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **you** visits are temporary.

If **you** wish to increase the level of cover up to the cover shown on **your schedule**, **you** must tell **your insurance advisor** or contact **Allianz**. If **we** agree to extend cover **we** may charge an additional premium or apply terms or both.

Section 8 – No Claim Discount

Where there have been no prejudicial claims* made under **your** policy, **we** will reduce **your** renewal premium in line with **our** current No Claim Discount Scale (NCD) shown below:

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

If **you** have not chosen to protect **your** no claim discount it will be reduced as shown in the table below for each prejudicial claim* that is made.

NCD Years at inception or last year's Allianz renewal	NCD Years at next Allianz renewal without no claims discount protection				
	Prejudicial Claims* since Inception or Renewal				
	1	2	3	4	5 or more claims
0	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
3	1	0	0	0	0
4	2	0	0	0	0
5	3	1	0	0	0
6	4	2	0	0	0
7	5	3	1	0	0
8	6	4	2	0	0
9+	7	5	3	1	0

If **you** have chosen to protect **your** no claim discount and paid an extra premium for this, **we** will not reduce **your** discount when **you** renew **your** policy if **you** have made only one claim. If **you** make more than one claim **your** discount will be reduced as shown in the table below:

NCD Years at inception or last year's Allianz renewal	NCD Years at next Allianz renewal with no claims discount protection					
	Prejudicial Claims* since Inception or Renewal					
	1	2	3	4	5	6 or more claims
0	0	0	0	0	0	0
1	1	0	0	0	0	0
2	2	0	0	0	0	0
3	3	1	0	0	0	0
4	4	2	0	0	0	0
5	5	3	1	0	0	0
6	6	4	2	0	0	0
7	7	5	3	1	0	0
8	8	6	4	2	0	0
9+	9	7	5	3	1	0

We will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

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

Please note that the following types of claim will not reduce **your** no claim discount:

- Claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that **you** are able to meet the conditions of Section 9 – Uninsured Drivers, please see page 9 for further details.

Section 9 – Uninsured drivers

If **you** make a claim following an accident and the driver of the other vehicle is not insured **you** will not lose **your** no claim discount or have to pay any **excess** as a result of that accident provided:

- **we** establish that the accident is not **your** fault and
- **you** are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay **your excess** when **you** first claim and **you** may also temporarily lose **your** no claim discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

General Exclusions

applying to all parts of this policy

This policy does not cover the following:

- 1 **We** will not cover loss or damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

- 2 **We** will not cover loss, damage, injury or liability as a result of:
 - earthquake;
 - underground fire; or
 - war, invasion, revolution or any similar event.

However, **we** will provide the cover **you** need by any compulsory motor insurance legislation in force within the **territorial limits** of this policy.

- 3 **We** will not cover any claim or damage arising while **your vehicle** is being:
 - driven by anyone who is not mentioned in the Person or classes of persons entitled to drive section noted in **your** current **Certificate of Motor Insurance**;
 - or
 - used for a purpose which is not permitted by **your Certificate of Motor Insurance**.

However, this exclusion does not apply to:

- Claims under Section 2 (Loss of or Damage to **your vehicle**) and
- the cover given to **you** (and no other person) under Section 1 (**Your** liability to others)

while **your vehicle** is being used without **your** authority or by a motor trader for servicing or repair.

- 4 **We** will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless **we** have to meet any compulsory motor insurance legislation.

- 5 **We** will not cover loss, damage, cost or expense of whatever nature 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.

For the purpose of this exclusion an act of terrorism means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(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.
- any act deemed by the government to be an act of terrorism.

- 6 **We** will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the **period of insurance**.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where **we** have to meet the requirements of any compulsory motor insurance legislation in force within the **territorial limits** of this policy.

- 7 Loss damage or liability arising out of or as a result of any agreement or contract **you** have entered into.

General Conditions applying to this policy

General conditions applying to this policy

1 Premiums

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

If **you** pay **your** premium by the **Allianz** Premium Instalment Plan, in the event that **you** fail to pay one or more instalments whether in full or in part, **we** will cancel the policy in line with General Condition 10 of this policy. If this happens **you** must return **your Certificate of Motor Insurance** to **us** immediately.

2 Taking care of your vehicle

You must do all **you** reasonably can to protect **your vehicle** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your vehicle** must have a current Department Of Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your vehicle** at any reasonable time.

3 Claims

In the event of a claim:

You must not admit fault or responsibility or pay/offer or agree to pay any money or settle any claim without **our** permission.

You must tell **us** at **your** first opportunity about any claim or incident that may lead to a claim and give **us** any information relevant to the claim that **we** may ask for.

You must co operate with **us** at all times.

We can, in **your** name;

- take over defend and settle a claim; and
- take proceedings at **our** own expense and for **our** own benefit to recover any payment **we** have made under this policy.

4 Keeping to the terms of the policy

We will only give **you** the cover described in the policy if:

- any person claiming has met all the conditions as far as they apply; and
- any declarations made and information given to **us** verbally electronically or in writing on the application or **Statement of Facts** on which this policy is based is complete and correct as far as **you** know.

5 Other insurances

We will not make any payment if there is cover under any other insurance.

6 Compulsory insurance

If the law of any country in which this policy covers **you** says **we** must pay a claim which **we** would otherwise not have paid, then **we** are entitled to recover such payments from **you**.

7 Fraud

If **you** or anyone acting on **your** behalf makes a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim **you** will lose all benefit and premiums **you** have paid for this policy. **We** may recover any sums that **we** have already paid under the policy.

8 Arbitration

If **we** accept **your** claim but **you** do not agree with the amount **we** will pay **you**, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9 Reflection period

(applicable to new policies and renewals)

You may cancel this policy within 14 days of the date **you** receive it. **You** can do this by returning the **certificate of motor insurance** to **your insurance advisor** or **us** at the address shown on page 3 of this policy. If **you** choose to do this, **you** are entitled to a refund of the premium **you** have paid for this insurance. **We** will charge a pro-rata premium plus £15 plus Insurance Premium Tax to cover **our** operational costs which is subject to a minimum amount payable of £25 plus Insurance Premium Tax except where an incident has occurred which may give rise to a total loss claim, in which case the full annual premium will be payable to **us**.

10 Cancelling your policy

(outside the Reflection period)

We may cancel this policy by giving **you** seven days notice in writing to **your** last known address. If this happens **we** will refund the part of the premium that **you** have not yet used.

We may cancel **your** policy where there are serious grounds to do so, this includes:

General Conditions applying to this policy continued

- failure to meet the terms and conditions of this policy;
- Where **you** are required in accordance with the terms of **your** policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests;
- failure when requested to supply **us** with other relevant documentation or information that **we** need;
- where **we** reasonably suspect fraud or misrepresentation. Please see General Condition 7 – Fraud;
- changes to **your** policy details or circumstances that **we** do not cover under **our** policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of **our** staff or suppliers.

You may cancel this policy by returning the current **certificate of motor insurance** to **your insurance advisor** or to **us**;

If **you** cancel the policy before the first renewal date, as long as **you** have not made a claim **we** will refund the part of the premium **you** have not yet used less a charge of £50 plus Insurance Premium Tax.

If **you** cancel the policy after the first renewal date, as long as **you** have not made a claim **we** will refund the part of the premium **you** have not yet used less a charge of £25 plus Insurance Premium Tax.

11 Changing your details

You must tell **us** at **your** first opportunity about any changes that may affect **your** policy cover. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

Here are the changes **you** must tell **us** about.

- If **you** change **your vehicle**;
- If **you** change **your** address, or where **you** normally keep **your vehicle**;
- If **you** make any changes to **your vehicle** that make it different from the manufacturer's standard UK specification;
- If **you** want to use **your vehicle** for a purpose not permitted in **your Certificate of Motor Insurance**;
- If there is a change in **your** stated annual mileage;

- If **you** wish to change the drivers covered under **your** policy;
- If **you**, or any other driver covered by **your** policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- If **you**, or any other driver covered by **your** policy, have a prosecution pending for any motoring offence;
- If **you**, or any driver covered under **your** policy become unemployed or change occupation, including any part-time work;
- If **you**, or any driver covered under **your** policy change their name due to marriage or via Deed Poll;
- If there are any changes made to the status of **your** driving licence, or to the driving licence of any other driver covered by **your** policy; or
- If **you** become aware of any physical or medical condition of any driver which may affect their ability to drive.

When **you** tell **us** of a change of details **we** will reassess the premium and terms of **your** policy. **You** will be informed of any revised premium (which will include a charge of £10 plus Insurance Premium Tax to cover operational costs) or terms and asked to agree before any change is made.

To reduce costs **we** will not refund or charge amounts less than £25 plus Insurance Premium Tax.

In some circumstances **we** may not be able to continue **your** policy following the changes, where this happens **you** will be told and the policy will be cancelled in line with the provisions of General Condition 10.

12 Rights of Parties

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

13 Choice of law

Unless **We** agree otherwise:

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

General Conditions applying to this policy continued

14 Vehicle sharing

Your policy also covers **your vehicle** when **you** are paid for carrying passengers for social reasons, as long as:

- **your vehicle** is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- **you** do not profit from the total amount of money **you** are paid for the journey.

If **you** have any doubts as to whether or not **any** vehicle sharing **you** have arranged is covered by this policy, please contact **us** or **your insurance advisor**.

15 Paying by instalments

If **you** pay **your** premium by the **Allianz** Premium Instalment Plan, when **your** policy is due for renewal it will be renewed automatically which saves **you** the worry of remembering to contact **us** prior to the renewal date.

We will write to **you** 14 days before **your** policy expires with full details of next year's premium and policy terms. **We** will also issue **you** with a new **certificate of motor insurance**.

If **you** do not want to renew this policy, contact **your insurance advisor**, prior to the renewal date so that **we** do not take payment, with clear instructions that **you** do not wish to renew. Then simply return the **certificate of motor insurance** issued with **your** renewal notice to **your insurance advisor**.

If the **certificate of motor insurance** is returned within 14 days of the renewal date, **your** policy will be cancelled in line with the provisions of General Condition 9, if the **certificate of motor insurance** is returned after this 14 day period **your** policy will be cancelled in line with the provisions of General Condition 10.

If **we** decide not to renew **your** policy **we** will notify **you** in writing 14 days prior to the renewal date.

16 Renewal

Regardless of **your** claims history, **your** no claim discount or whether **you** have paid for no claim discount protection at renewal **we** have the right to amend **your** policy terms and conditions.

This includes:

- imposing terms such as the application of **excesses** or **endorsements**;
- increasing **your** premium;
- excluding cover;
- amending the policy wording;
- changing **your** payment type; and/or
- declining to renew **your** policy.

We will notify **you** in writing of any such action prior to the renewal date of **your** policy.

17 Tax and registration

Your vehicle must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

18 Proof of no claims

If **you** have declared to **us** that **you** are entitled to a No Claim Discount in respect of the vehicle covered under this policy **we** will require proof of this No Claim Discount in writing, unless **we** otherwise agree. If **you** do not provide this proof **your** policy may be invalid or **we** may change the terms or premium. **Your** period of no claims must have been earned on a private car or commercial vehicle policy in the United Kingdom which expired no more than two years before the start of this policy.

Protecting Your Vehicle and Belongings

The following information is for guidance only; it does not form part of your policy

Remove the ignition key or other removable ignition device when you get out of the vehicle, even when parking in your own drive or at a petrol station. Your policy may not cover you if your vehicle is unoccupied with the keys inside it or on it.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the vehicle has actually locked before you leave it. Your policy may not cover you if you do not protect your vehicle against damage or theft.

Don't leave any belongings in your vehicle. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your vehicle.

Don't leave money, credit cards or cheque books in the glove compartment.

Never leave your vehicle documents in the vehicle; they could help a thief to sell it.

If you can, leave the vehicle in a locked garage and lock your vehicle and the garage. If you do not have a garage, try to park in a well-lit, open space.

At home, ensure your vehicle keys are kept in a safe place, out of sight and away from windows and doors.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark ® car parks – details of approved Park Mark ® car parks can be found on www.parkmark.co.uk

Etch the vehicle's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.

If your vehicle is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or an expensive vehicle.

Remember!

Your policy may not cover loss of your vehicle, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied vehicle.

DON'T GIVE THEM AN EASY RIDE



www.allianz.co.uk

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