

Allianz Insurance plc

# Motor

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.

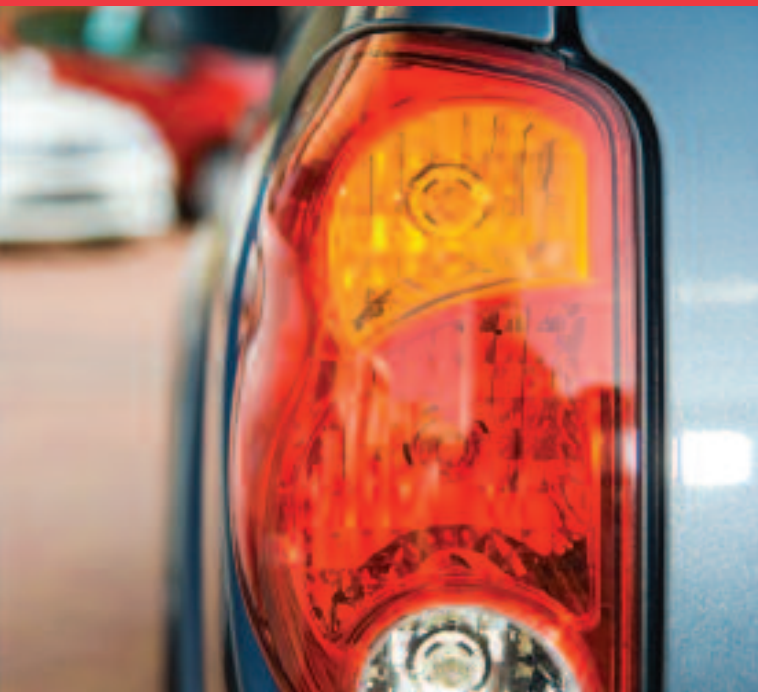
We work in partnership with your insurance advisor to ensure you receive the highest levels of product and service excellence. If you need to make a claim, you can rest assured that you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

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** Motor policy is made up of several parts which must be read together as they form **your** contract. **You** have given **us** information so that **we** can arrange **your** insurance cover. This information is shown in the **Statement of Facts**. Please take time to read all parts of the policy to make sure they meet **your** needs and that **you** understand the cover provided, general exclusions and general conditions. If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact **your insurance advisor**.

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 the policy
- the Sections of cover selected by **you**
- the **schedule**, which includes all endorsements applied to the policy while the 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 the policy which has a specific meaning has the same meaning wherever it appears in the policy.

**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](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

**Allianz** is working with the Home Office to help reduce car crime. On page 13 **you** will find security advice which **we** hope will protect **you** against car 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 car** and the purposes for which **your car** can be used.

## Comprehensive cover

All parts of this policy will apply if **you** have chosen **comprehensive cover**. There may be endorsements written into **your** current **schedule** which may limit or extend this cover.

## 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**.

## 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 car** 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**.

## Prejudicial Claim

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

## 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.

## Terrorism

Any 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 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**.

## 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 Slovakia, Serbia, 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 named on the **schedule**.

## Your car

Any car and accessories in, 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 car - 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 car at one of our national approved repairers.
- If your car can be repaired by one of our national approved repairers, they will provide you with use of a Class A (small hatchback) motor car whilst your car 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 car 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 policy includes 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 cover is described as follows on the policy schedule.

Cover	Sections Applicable
Third Party Fire and Theft	Sections 1,3,7 and 8. Section 2 operates 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.
Third Party Only	Sections 1,3,7 and 8.

General Exclusions and General Conditions apply to all covers.

## Changes to your circumstances

Please tell your insurance advisor if there are any changes to your circumstances which could affect your insurance. There are some changes that you should tell us about before they happen, for example, if you intend to change your car or if you wish to include other drivers. Please refer to General Condition 13 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.

# Section 1 – Your Liability to Others

What is covered	What is not covered
<p><b>1a Cover we provide for you</b></p> <p>We will pay all the amounts <b>you</b> may become legally responsible for if <b>you</b>:</p> <ul style="list-style-type: none"> <li>• cause the accidental death of or bodily injury to any person; or</li> <li>• cause accidental damage to anyone’s property. The indemnity is limited to £20,000,000 including all costs (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the <b>territorial limits</b>) for any one occurrence or series of occurrences arising from one cause; as a result of the use of <b>your car</b> and any trailer or caravan being towed by it or any other vehicle which <b>your Certificate of Motor Insurance</b> allows <b>you</b> to use.</li> </ul> <p><b>1b Driving other cars</b></p> <p>If <b>your current Certificate of Motor Insurance</b> includes driving other cars, this policy provides the same cover as above when <b>you</b> are driving any other car provided:</p> <ul style="list-style-type: none"> <li>• <b>You</b> do not own or have not hired the car under a hire purchase or lease hire agreement</li> <li>• The car must have valid cover in force under another insurance policy</li> <li>• <b>You</b> have the owner’s permission to drive the car</li> <li>• The car is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands</li> <li>• <b>You</b> are 25 years of age or over</li> <li>• <b>You</b> are not a firm, company or more than one person and</li> <li>• The car is being used within the limitations of use shown in <b>your current Certificate of Motor Insurance</b>.</li> </ul> <p><b>2 Cover we provide for other people</b></p> <p>We will cover the following people for legal liabilities to others:</p> <ul style="list-style-type: none"> <li>• Anyone <b>you</b> allow to drive or use your car as long as they are entitled to drive by <b>your current Certificate of Motor Insurance</b> and <b>your schedule</b> and are using <b>your car</b> within the limitations of use specified in <b>your Certificate of Motor Insurance</b>.</li> <li>• Anyone travelling in, getting into or out of <b>your car</b>.</li> <li>• The employer of anyone <b>you</b> allow to drive or use <b>your car</b> as long as they are entitled to drive and this use is covered by <b>your current certificate of motor insurance</b>.</li> </ul> <p><b>3 Your legally appointed representatives</b></p> <p>After the death of anyone who is insured under this policy, <b>we</b> will protect that person’s estate against any liability they had if that liability is insured under this policy.</p> <p><b>4 Legal fees and expenses</b></p> <p>If there is an accident insured under this policy <b>we</b> will, subject to <b>our</b> written agreement, arrange and pay for:</p> <ul style="list-style-type: none"> <li>• a solicitor or barrister to represent anyone insured under this policy at a coroner’s inquest or criminal court.</li> <li>• defending anyone insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.</li> </ul> <p><b>5 Emergency medical treatment</b></p> <p>If there is an accident insured by this policy, <b>we</b> will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.</p>	<p><b>We will not cover;</b></p> <p>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 <b>territorial limits</b> of this policy.</p> <p>Liability for loss of or damage to property which belongs to, or is held in trust by or is in the care of or custody or control of anyone insured by this policy.</p> <p>Loss or damage to <b>Your car</b> or any trailer or caravan being towed.</p> <p>Liability of anyone who is covered under any other policy.</p> <p>Any contractual liability.</p> <p>Death or bodily injury to any person or damage to property 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 <b>Period of Insurance</b>. 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 to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the <b>territorial limits</b> of this policy.</p> <p>Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of <b>terrorism</b> regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to any act of <b>terrorism</b> except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the <b>territorial limits</b> of this policy.</p> <p>Liability for claims for death, bodily injury, damage to property or aircraft arising from <b>Your car</b> being driven or used in or on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft or for the movement of aircraft on the surface or aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.</p>

# Section 2 – Loss of or Damage to Your Car

What is covered	What is not covered																				
<p>We will, at your request, pay for:</p> <ul style="list-style-type: none"> <li>loss of or damage to <b>your car</b> up to the <b>market value</b> of <b>your car</b>; and</li> <li>the cost of protecting and removing <b>your car</b> to the nearest repairer and the cost of delivering <b>your car</b> back to <b>you</b> after it has been repaired as long as your home is in the United Kingdom, Channel Islands or the Isle of Man.</li> </ul> <p><b>Replacing your car</b></p> <p>We will, at <b>your</b> request, replace <b>your car</b> with a new one of the same make, model and specification if <b>your car</b> is:</p> <ul style="list-style-type: none"> <li>stolen and not recovered within 28 days of <b>you</b> reporting the theft to <b>us</b>; or</li> <li>damaged to the extent that the cost of repair is more than 50% of the price of an identical new car at the time of loss or damage (based on the manufacturers last United Kingdom list price).</li> </ul> <p>We will only do this if:</p> <ul style="list-style-type: none"> <li><b>you</b> have owned <b>your car</b> (or it has been hired to you under a hire-purchase agreement) since it was first registered as new;</li> <li>the loss or damage happens before <b>your car</b> is one year old;</li> <li>we have <b>your</b> permission or the hire-purchase company's permission to replace <b>your car</b>;</li> <li><b>your car</b> is in current production and available in the United Kingdom; and</li> <li><b>you</b> have <b>comprehensive cover</b>.</li> </ul> <p><b>Electric vehicles - Leased Batteries</b></p> <p>In the event of loss or damage insured under this section, <b>we</b> may be required to make our payment to the owner of <b>your car's</b> battery, or batteries, if the battery is leased or hired.</p>	<p><b>We will not cover;</b></p> <p>Loss or damage to <b>your car</b> resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.</p> <p><b>Fire, theft and malicious damage excess</b></p> <p><b>You</b> will have to pay the first £120 of any claim made for fire, theft, attempted theft or malicious damage.</p> <p><b>Windscreen Damage Excess</b></p> <p>If <b>your</b> claim is only for repair or replacement of <b>your car's</b> windscreen or windows or for bodywork scratched as a direct result of a damaged windscreen or window you will have to pay the first –</p> <ul style="list-style-type: none"> <li>£75 for replacement using <b>our</b> approved repairer Autoglass</li> <li>£Nil for repair using <b>our</b> approved repairer Autoglass</li> <li>£100 for replacement or repair using any other repairer</li> </ul> <p><b>We</b> encourage the use of repair rather than replacement where possible.</p> <p><b>Accidental damage excess</b></p> <p>If <b>your</b> claim is not for fire, theft, malicious damage or windscreen, <b>you</b> will have to pay the <b>excess</b> shown in the category of driver table below. These <b>excesses</b> are additional to any other <b>excess</b> which may apply (please refer to <b>your schedule</b>).</p> <table border="1" data-bbox="817 1182 1345 1344"> <thead> <tr> <th rowspan="2">Driver's Age</th> <th colspan="2">Category of driver</th> </tr> <tr> <th>Experienced</th> <th>Inexperienced</th> </tr> </thead> <tbody> <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>£120</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>Loss of or damage to <b>your car</b> following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless <b>your car</b> was locked and the ignition key or other removable ignition device was not in or on <b>your car</b>.</p> <p>More than the amount shown below 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 <b>your car</b> when built. Such equipment must be permanently fitted to <b>your car</b> and operated exclusively by <b>your car's</b> electrical system.</p> <table border="1" data-bbox="817 1832 1165 1930"> <thead> <tr> <th>Cover</th> <th>Limit</th> </tr> </thead> <tbody> <tr> <td>Comprehensive</td> <td>£750</td> </tr> <tr> <td>Third Party, Fire and Theft</td> <td>£250</td> </tr> </tbody> </table>	Driver's Age	Category of driver		Experienced	Inexperienced	17 to 20	£350	£350	21 to 24	£250	£350	25 or over	£120	£250	Cover	Limit	Comprehensive	£750	Third Party, Fire and Theft	£250
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*continued overleaf*

## Section 2 – Loss of or Damage to Your Car *continued*

What is covered	What is not covered
<p><b>Obsolete and Spare Parts</b> 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><b>Salvage</b> If we are going to settle your claim by replacing your car or by paying you the market value, your car will become our property. If your car has a personalised registration you may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.</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 market value following repairs to your car.</p> <p>Loss or damage arising from confiscation, requisition or destruction of your car by or under order of any Government, Public or Local Authority.</p> <p>Loss of use of your car or other indirect loss.</p> <p>Any damage caused deliberately by you or anyone else insured under this policy.</p>

## Section 3 – Medical Expenses

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

## Section 4 – Personal Belongings

What is covered	What is not covered
<p>We will pay, at your request, up to:</p> <ul style="list-style-type: none"><li>• £100 for personal belongings</li><li>• £200 for children's car seats and booster seats</li></ul> <p>whilst in or on your car 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"><li>money;</li><li>securities (financial certificates such as shares and bonds);</li><li>jewellery;</li><li>mobile phones; or</li><li>goods, samples or business equipment which you or any person insured by this policy carry in connection with any trade or business</li></ul>



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

What is covered	What is not covered
<p>If <b>you</b> or <b>your spouse</b> or <b>civil partner</b> are in an accident while travelling in <b>your car</b> or getting into or out of any motor car and this is the only cause of death or bodily injury to <b>you</b> or <b>your spouse</b> or <b>civil partner</b>, we will pay £5,000 per person if:</p> <ul style="list-style-type: none"><li>• <b>you</b> or <b>your spouse</b> or <b>civil partner</b> die;</li><li>• <b>you</b> or <b>your spouse</b> or <b>civil partner</b> suffer the total and permanent loss of sight in one or both eyes; or</li><li>• <b>you</b> or <b>your spouse</b> or <b>civil partner</b> lose any limbs.</li></ul> <p>We will only pay for one benefit for death or injury to each person for any one injury in any one <b>period of insurance</b>.</p>	<p><b>We will not cover</b></p> <p>Death or loss of sight or limb if this happens more than three months after the accident.</p> <p>Any loss under this section if <b>you</b> are a firm, company or more than one person.</p> <p>Any person aged 75 or over.</p> <p>Any loss due to:</p> <ul style="list-style-type: none"><li>deliberately injuring <b>yourself</b> or <b>your spouse</b> or <b>civil partner</b></li><li>suicide or attempted suicide;</li><li>any injury caused by a natural disease or weakness;</li><li>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.</li></ul>

## Section 6 – Replacement Locks

We will cover the cost of changing locks on **your car** 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 £500

## Section 7 – Foreign Travel

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

- Any member country of the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

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.

This policy provides the full cover shown in the **schedule** in any country in the **territorial limits** as long as:

- **your car** is otherwise permanently kept in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.

- **your** main permanent address is in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **your** visits are only temporary and do not exceed 90 days in any one **period of insurance**.

For cover outside the **territorial limits** or an extended period **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.

We may charge an additional premium and/or apply additional terms.

We will pay any customs duty if **your car** is damaged and we cannot return it to Great Britain, Northern Ireland, The Isle of Man, Channel Islands after a claim covered by this policy.

# Section 8 – No Claim Discount

If you do not claim under this policy during the period of insurance, we will give you a no claim discount (NCD) on your premium when you renew your policy as shown on the table below.

No claims years	Discount
0	0%
1	30%
2	40%
3	50%
4	60%
5 or more	65%

If you do make a claim under this policy, your no claims discount may be affected as shown in the table below.

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 a second claim, we will reduce your discount by one year and each subsequent claim will reduce your discount by two years.

If you have not chosen to protect your no claim discount, a single claim will reduce the discount by one year. Each subsequent claim will reduce the discount by another two years.

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.

We will not reduce the no claim discount if the only payment we make is for a broken windscreen or windows or for bodywork scratched as a direct result of a damaged windscreen or window.

## No Claim Discount when you renew your Allianz Policy

No claim discount at start of Period of Insurance	No claim discount at next renewal after:			
	No Claims	1 Claim	2 Claims	3 Claims
0%	30%	Nil	Nil	Nil
30%	40%	Nil	Nil	Nil
40%	50%	30%	Nil	Nil
50%	60%	40%	Nil	Nil
60%	65%	50%	30%	Nil
65%	65%	60%	40%	Nil

### WITH NCD PROTECTION

No claim discount at start of Period of Insurance	No claim discount at next renewal after:			
	No Claims	1 Claims	2 Claims	3 Claims
0%	30%	Nil	Nil	Nil
30%	40%	30%	Nil	Nil
40%	50%	40%	30%	Nil
50%	60%	50%	40%	Nil
60%	65%	60%	50%	30%
65%	65%	65%	60%	40%

# 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 to meet the requirements of any compulsory insurance legislation in force within the **territorial limits** of this policy.

- 3 **We** will not cover any claim or damage arising while **your car** is being:

- driven by anyone who is not mentioned in the “Person or classes of persons entitled to drive” section noted in the current **Certificate of Motor Insurance**; or
- used for a purpose which is not permitted by the **Certificate of Motor Insurance**.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of or damage to **your car**);

and

- the cover given to **you** (and to no other person) under Section 1 (**Your** liability to others)

while **your car** 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 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

## 1 Premiums

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

If **you** pay **your** premium by instalments, 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 7 of this policy.

- 2 **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.

## 3 How we deal with claims

If **your car** is lost, stolen or damaged, **we** may decide to either:

- pay for any repairs to **your car**; if **we** pay for any repairs to **your car**, **we** may decide to use alternative replacement parts that are not supplied by the original manufacturer.
- replace **your car**; or
- pay **you** an amount up to the value of any loss or damage to **your car** but not exceeding the **market value**.

If **your car** is on lease hire or hire purchase, **we** may be required to pay the owner for damage to **your car**. In that event **our** payment will be in full and final settlement or **our** liability under Section 2 (Loss of or damage to **your car**).

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

**We** can, in **your** name:

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

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

## 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
- the declaration and information given in the application or **Statement of Facts** on which this policy is based is complete and correct as far as **you** know.

## 5 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**.

## 6 Reflection period (applicable to new policies and renewals)

**You** may cancel this policy within 14 days of the date **you** receive it. If **you** wish to do this please contact **your** insurance advisor. **Your** policy will be cancelled from the date you request, or the date **your** request is received, whichever is the later. If **you** choose to do this, and provided **your** request is received on or before the 14th day, **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 minimum amount payable of £25 plus Insurance Premium Tax except where an incident has occurred which may give rise to a **prejudicial claim**, in which case the full annual premium will be payable to **us**.

## 7 Cancelling your policy (outside of 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;

- 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 10 - 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 contacting **your insurance advisor**. **Your** policy will be cancelled from the date **you** request, or the date **your** request is received, whichever is the later.

If **you** cancel the policy before the first renewal date, **we** will refund the part of the premium **you** have not yet used less a charge of £50 plus Insurance Premium Tax except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to us.

If **you** cancel the policy after the first renewal date, **we** will refund the part of the premium **you** have not yet used less a charge of £25 plus Insurance Premium Tax except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to us.

## 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 Taking care of your car

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

## 10 Fraud

If **you** or anyone acting on **your** behalf make any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and **you** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

## 11 Choice of law

Unless **we** agree otherwise:

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

## 12 Car sharing

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

- **your car** 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 car sharing **you** have arranged is covered by this policy, please contact **us** or **your insurance advisor**.

## 13 Changing your details

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

Changes **you** must tell us about before continuing to use **your car**:

If **you** want to

- change **your car**
- make any changes to **your car** that make it different from the manufacturer's standard UK specification;
- use **your car** for a purpose not permitted in your Certificate of Motor Insurance;
- add a new driver.

Changes **you** must tell us about at **your** first opportunity:

If **you**

- change **your** address, or where **you** normally keep **your car**;
- or any other driver covered by **your** policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- or any other driver covered by **your** policy, have a prosecution pending for any motoring offence;
- or any driver covered under **your** policy become unemployed or change occupation, including any part-time work;

- or any other driver have had changes made to the status of **your** or their driving licence;
- become aware of any physical or medical condition of any driver which may affect **your** or their ability to drive;
- exceed your stated annual mileage; or
- or any driver covered under **your** policy have a change of name due to marriage or via Deed Poll.

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 7.

## 14 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.

## 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.

If **your** request to cancel **your** policy is received within 14 days of the renewal date, **your** policy will be cancelled in line with the provisions of General Condition 6, if **your** request is received after this 14 day period **your** policy will be cancelled in line with the provisions of General Condition 7.

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

#### **16 Proof of No Claims**

If **you** have declared to **us** that **you** are entitled to a No Claim Discount in respect of the car 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 policy in the United Kingdom which expired no more than two years before the start of this policy.

#### **17 Tax and registration**

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

# 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 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:

Allianz Insurance plc  
2530 The Quadrant  
Aztec West  
Bristol  
BS32 4AW  
Telephone: 0330 102 1781  
Fax: 01483 529717  
Email: [allianzretailcomplaints@allianz.co.uk](mailto:allianzretailcomplaints@allianz.co.uk)

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

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

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 0234567 or 0300 1239123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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 [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote our e-mail address: [allianzretailcomplaints@allianz.co.uk](mailto:allianzretailcomplaints@allianz.co.uk)

Alternatively, **you** can contact the Financial Ombudsman Service directly.

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



# Protecting Your Car 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 car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car 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 car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Don't leave any belongings in your car. 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 car.

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

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

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

At home, ensure your car 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](http://www.parkmark.co.uk).

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

If your car 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 car.

## Remember!

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

**DON'T GIVE THEM AN EASY RIDE**







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

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