

To report a claim, call:



0344 381 4420



0344 381 4463



0344 381 4461



0344 381 4462

Lines are open 24/7 all year round

UK manned call centre

IMPORTANT

You must report all claims whether or not it is your fault and whether you intend to make a claim or not.

You should call to report your claim as soon as possible and within 12 hours of the incident occurring.

Legal Cover

Your policy includes free legal cover. If you've had an accident that was not your fault, your legal cover could help you with;

- Repairs for your vehicle
- A like for like hire car
- Compensation for injury
- Recovery of other losses, such as loss of earnings

More information about legal cover can be found at: www.adrianflux.co.uk/legal-expenses
Our claimsline handlers will discuss your legal cover with you.

Reporting Fraudulent claims

If you suspect insurance fraud, you can call the Insurance Fraud Bureau's Cheatline on **0800 422 0421**.

You can also report insurance fraud online at www.insurancefraudbureau.org/report

24/7
Claims Line
0844 888 7360

Allianz Insurance plc

Clear Private Car

Policy Wording
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 Private car 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 and the 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 this 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 this policy while it 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.

General definitions

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.

Endorsement

Changes to the terms and conditions 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 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**.

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 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 - 0845 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 0845 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 helpline

Your Clear Private Car 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: 0870 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.

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
Almondsbury
Bristol
BS32 4AW

Telephone 0800 072 4760

E mail: allianzretailcomplaints@allianz.co.uk

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

The cover provided

Cover under your policy is comprehensive and all sections 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.

Section 1 – Your liability to others

What is covered

1a Cover we provide for you

We will pay all the amounts **you** legally have to pay as a result of using **your car** and any trailer, caravan or vehicle being towed by it if **you**:

- cause the accidental death of or bodily injury to any person; or
- cause accidental damage to anyone's property.

In respect of accidental damage to property **we** will not pay any more than £20,000,000 including all costs (or any higher amount or any higher limit 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.

1b Driving other cars

If **your current certificate of motor insurance** includes driving other cars, this policy provides the same cover as 1a above when **you** are driving any other car provided:

- **You** do not own or have not hired the car under a hire purchase or lease hire agreement
- The car must have valid cover in force under another insurance policy
- **You** have the owner's permission to drive the car
- The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- **You** are 25 years of age or over
- **You** are not a company, firm or more than one person and
- The car is being used within the limitations of use shown in **your current certificate of motor insurance**.

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 car** as long as they are entitled to drive by **your current certificate of motor insurance** and **your schedule** and are using **your car** within the limitations of use specified in **your certificate of motor insurance**
- Anyone travelling in, getting into or out of **your car**.
- The employer of anyone **you** allow to drive or use **your car** as long as they are entitled to drive by **your current certificate of motor insurance**.

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 insured under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency medical 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 car** and who is entitled to drive by **your current certificate of motor insurance**.

Liability for loss of or damage to a car being driven by **you** under section 1b 'Driving other cars'

Liability incurred by anyone covered under any other insurance.

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

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

Section 2 – Loss of or damage to your car

What is covered

Damage to your car

We will, at **your** request, pay for:

- loss of or damage to **your car** up to the **market value** of **your car**; if **we** repair **your car** **we** may use alternative parts not supplied by the original manufacturer.
- the cost of replacing a child's car seat fitted in **your car** with a new one of the same or similar model if the existing seat is being used and is damaged as a result of a road traffic accident.
- the cost of draining **your car's** fuel tank due to accidental misfuelling and of repairing any damage caused to **your car's** engine as a consequence of it.
- the cost of protecting and removing **your car** to the nearest repairer and the cost of delivering **your car** 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 car's** windscreen, windows or sunroof.

Replacing your car

We will, at **your** request, replace **your car** with a new one of the same make, model and specification if **your car** is:

- 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 the price of an identical new car at the time of loss or damage (based on the manufacturers last United Kingdom list price).

We will only do this if:

- **you** have owned **your car** (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 car** is one year old;
- **we** have **your** permission or the hire-purchase company's permission to replace **your car**;
- **your car** is in current production and available in the United Kingdom.

If **your car** is on lease hire, hire purchase or personal contract hire, **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 of **our** liability under this section

Electric vehicles - Leased batteries

In the event of loss or damage insured under this section, **we** may be required to make **our** payment to the owner of **your car's** battery, or batteries, if the battery is leased or hired.

Obsolete and Spare Parts

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.

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.

If no equivalent part is listed the most **we** will pay is £250.

Salvage

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.

What is not covered

We will not cover

Loss of or damage to **your car** following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless **your car** was locked and the ignition key or other removable ignition device was not in or on **your car**.

Loss or damage to **your car** resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.

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 car** when built. Such equipment must be permanently fitted to **your car** and operated exclusively by **your car's** electrical system.

Fire, theft and malicious damage excess

You will have to pay the first £120 of any claim made for fire, explosion, theft, attempted theft or malicious damage.

Windscreen Damage Excess

If **your** claim is only for repair or replacement of **your car's** windscreen, windows or sunroof or for bodywork scratched as a direct result of a damaged windscreen, window or sunroof **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

We encourage the use of repair rather than replacement where possible.

Accidental damage excess

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**).

Category of driver

Driver's Age	Experienced	Inexperienced
17 to 20	£350	£350
21 to 24	£250	£350
25 or over	£120	£250

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.

Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.

Damage to tyres caused by braking, punctures, cuts or bursts.

Damage or destruction due to pressure waves caused by aircraft or other flying objects.

Loss of value following repairs to **your car**.

Loss of use of **your car** or other indirect loss.

Loss or damage arising from confiscation, requisition or destruction of **your car** by or under order of any government, Public or Local Authority.

Any damage caused deliberately by **you** or anyone else insured under this policy.

Section 3 – Medical expenses

Following an accident involving **your car** we will pay;

- medical, surgical and dental fees up to £200 for each person
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets)

if they are injured while travelling in **your car**.

We will also pay **you** £30 a day for up to 30 days if **you** have to stay in hospital.

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">• £200 for personal belongings• £200 for wheelchairs, prams, child's push chairs, buggies and carrycots <p>while 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> <p>money including cash, cheque books, credit, debit cheque and loyalty cards</p> <p>tickets vouchers documents or securities (financial certificates such as shares and bonds);</p> <p>jewellery including watches;</p> <p>mobile phones</p> <p>goods, samples or business equipment which you or any person insured by this policy carry in connection with any trade or business</p>

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 car 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> <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 you are a firm, company or more than one person.</p> <p>deliberately injuring yourself or your spouse or civil partner</p> <p>suicide or attempted suicide</p> <p>any injury caused by a natural disease or weakness;</p> <p>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.</p>

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

This policy provides the minimum cover **you** need by law to use **your car** 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.

This policy also provides the 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 Channel Islands or The Isle of Man
- **your** main permanent address is in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man,
- **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 will pay any customs duty if **your car** is damaged and **we** cannot return it to Great Britain, Northern Ireland, the Channel Islands or the Isle of Man 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 adjust the no claim discount (NCD) on **your** premium when **you** renew **your** policy as shown on the table below.

NCD Years at Inception or last year's Allianz Renewal	NCD Years at next Allianz Renewal if you do not claim
0	1
1	2
2	3
3	4
4	5
5	6
6	7
7	8
8	9
9+	9

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

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;

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					
	None	1	2	3	4	5 or more claims
0	1	0	0	0	0	0
1	2	0	0	0	0	0
2	3	1	0	0	0	0
3	4	2	0	0	0	0
4	5	3	1	0	0	0
5	6	4	2	0	0	0
6	7	5	3	1	0	0
7	8	6	4	2	0	0
8	9	7	5	3	1	0
9+	9	8	6	4	2	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 a second claim, **we** will reduce **your** discount by one year and each subsequent claim will reduce **your** discount by 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.

*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 11 – Uninsured Drivers, please see page 9 for further details.

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					
	None	1	2	3	4	5 or more claims
0	1	0	0	0	0	0
1	2	1	0	0	0	0
2	3	2	1	0	0	0
3	4	3	2	0	0	0
4	5	4	3	1	0	0
5	6	5	4	2	0	0
6	7	6	5	3	1	0
7	8	7	6	4	2	0
8	9	8	7	5	3	1
9+	9	9	8	6	4	2

Section 9 – Emergency accommodation and travel expenses

We will pay you and any person travelling in your car up to £40 for any overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered under this policy.

Section 10 – Loss of vehicle licence

Following the total loss of your car due to an event covered by this policy we will pay you the unused portion of the road fund licence if you are unable to make a recovery from the Licensing Authorities.

Section 11 – 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.

Section 12 – Luggage Trailer

What is covered

We will pay up to £250 under Section 2 (Loss of or damage to your car) of this policy for loss or damage to a luggage trailer, whether or not it is attached to your car at the time of the accident or loss.

What is not covered

Any damage caused deliberately by you or anyone else insured under this policy.

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 your current certificate of motor insurance; or
 - used for a purpose which is not permitted by your current certificate of motor insurance.

However, this exception 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 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 exception 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

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 10 of this policy. If this happens **you** must return **your Certificate of Motor Insurance** to **us** immediately.

2 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.

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** 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 this 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 make a claim which is in any way false or fraudulent claim 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 to cover **our** operational costs which is subject to a minimum amount payable of £25 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:

- 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.

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.

11 Changing your details

You must tell **us** at **your** first opportunity about any changes to the information shown on **your** most recent **Statement of Facts** document or if the information shown is incorrect. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

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 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

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.

14 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**.

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 Proof of no claims

We have given a discount on **your** policy dependent on the number of years no claims **you** state **you** have. Proof of this no claims period must be provided in writing, unless otherwise agreed with **us** or **your** policy may be invalid. **Your** period of no claims must have been earned within the United Kingdom within the previous two years, and have been earned on a private car.

18 Tax and registration

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

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

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

CRIME
LET'S BRING IT

DOWN

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