

Allianz Insurance plc

# Self Drive Hire

Policy Wording



**Allianz** 

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# Introduction

Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, You can be confident that You are insured by a company which is relentless in its commitment to protecting and serving You. You can trust Us to insure Your business, as We have been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with Your insurance adviser to ensure You receive the highest levels of product and service excellence. Our technical experts understand how best to protect You against the risks Your business faces. You don't have to take Our word for it.

If You need to make a claim You will be in safe hands. Our professionally trained staff aim to treat You, as You would expect, both promptly and fairly. By listening to You, and understanding Your needs We will provide You with the most appropriate solutions to support Your business.

Should You need further details or have any questions Your insurance adviser will be delighted to help.

Your Self Drive Hire Policy is made up of several parts which must be read together as they form Your contract. Please take time to read all parts of the Policy to make sure they meet Your needs and that You understand the terms, exclusions and conditions. If You wish to change anything or if there is anything You do not understand, please let Your insurance adviser know.

It is important that You check the accuracy of the facts set out in Your proposal form, the declarations which You have signed and any other information which You sent to Us. If any information is incorrect, please let Us know, as failure to do so could affect the validity of Your Policy or the extent to which any claim may be payable.

The parts of the Policy which form Your contract of insurance with Allianz Insurance plc are:

- this introduction
- the Cover and Policy Definitions
- the Sections of Cover selected by You and the Exclusions which apply to these Sections
- the General Exclusions and General Conditions which apply to the Policy as a whole
- the Policy Schedule, which includes all Clause(s) applied to Your Policy while the Policy is in force and the schedule of vehicles
- the Certificate(s) of Motor Insurance issued with Your Policy.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the policy.

Allianz will indemnify You in accordance with and subject to the terms of this policy, in consideration of the payment to Allianz of the premium for the Period of Insurance..

Signed on behalf of Allianz



Jonathan Dye  
Chief Executive

Please examine this Policy and if it is not correct return it immediately to Your insurance adviser for alteration.

# Policy Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

Unless the contract admits otherwise or an alternative meaning is specified the defined words and phrases listed below have the same meaning wherever they appear within Your Policy.

## **Accessories**

This includes spare parts, audio equipment, multi-media equipment, communication equipment and satellite navigation equipment, providing they are permanently fitted to Your Insured Vehicle and have no independent power source.

## **Allianz/We/Us/Our**

Allianz Insurance plc.

## **Certificate of Motor Insurance**

Evidence of the existence of motor insurance as required by law. It contains details of who may drive the Insured Vehicle subject to any clause(s) specified on the Policy Schedule and describes the purposes for which the Insured Vehicle may be used.

## **Clause(s)**

Sets out any special terms applying to Your Policy and are specified on the Policy Schedule.

## **Driver**

A person within the terms of the Eligibility Of Renter And/Or Driver Section who has been named by the Renter on the Rental Agreement as a driver and who has fully completed an additional driver proposal form, or any other driver who has been specifically accepted by Us.

## **Excess**

The amount You pay towards the agreed cost of any claim under Your Policy.

This amount applies to each Insured Vehicle

## **Hazardous Goods**

The term Hazardous Goods means those goods covered by the following regulations

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009
- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations (Northern Ireland) 2010

- The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

## **Insured Vehicle**

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

- Paragraph 1 of the current Certificate of Motor Insurance, or
- The Policy Schedule issued with Your Policy.

Except when You have requested and We have agreed to provide cover, Insured Vehicle does not include any motor vehicle registered elsewhere than Great Britain, The Isle of Man, Northern Ireland or the Channel Islands.

## **Agricultural Vehicle**

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

## **Goods Carrying Vehicle**

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

## **Minibus**

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

## **Motorcycle**

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



**Private Car**

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

**Special Type Vehicle**

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

**Trailer**

Any Trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

**Period of Insurance**

The period shown on the Policy Schedule.

**Policy**

The contract of insurance formed of the documents described in the Introduction.

**Policy Schedule**

Sets out details of the Insured and the insurance protection provided.

**Policyholder/Insured/You/Your**

The Insured named on the Policy Schedule.

**Rental Agreement**

The Insured's rental agreement, incorporating an insurance proposal, accepted by Us.

**Renter**

A person who fulfills the eligibility criteria referred to in Section E or who has fully completed and signed a Rental Agreement.

**Terrorism**

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

In any action, suit or other proceedings where We allege that by reason of this definition any loss or damage is covered only up to a specified limit, the burden of proving to the contrary shall be upon You.

In the event that any part of the limitation in respect of Terrorism is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**With Insurance**

The hire of an Insured Vehicle with an indemnity to the Renter, Driver and any passenger of such vehicle in accordance with the Cover provided by Your Policy.

**Without Insurance**

The hire of an Insured Vehicle where the Renter is responsible, under the terms of the Rental Agreement, for the arrangement of insurance for such vehicle.

# Cover

All sections of Your policy apply unless cover is described as follows on the Policy Schedule or on the schedule of vehicles.

Cover	Sections Applicable
Third Party Fire and Theft	Sections A, C, D, E and F. Section B 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 A, C, D, E and F

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

# Section A – Third Party Liability

## 1 Indemnity to You

We will indemnify You against all sums (including costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by Us, or with Our written consent) which You shall be legally liable to pay arising out of

- i** the use of
- ii** goods falling from
- iii** and during the operation of loading or unloading

the Insured Vehicle and/or any Trailer and/or any one disabled mechanically propelled vehicle which is being towed by the Insured Vehicle for any purpose permitted by Your Certificate of Motor Insurance and with Your consent and resulting from

- A** accidental death of or injury to any person
- B** accidental damage to other persons property, subject to the following limits for any one occurrence or series of occurrences arising out of one originating cause
  - i** £20,000,000 indemnity in respect of a Private Car
  - ii** £5,000,000 indemnity in respect of any Insured Vehicle other than a Private Car
  - iii** £5,000,000 indemnity in respect of any Insured Vehicle for damage caused by or arising out of acts of Terrorism
  - iv** £1,000,000 indemnity in respect of any Insured Vehicle carrying Hazardous Goods

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

## 2 Indemnity to other persons

### We will also indemnify

#### A Renter or Driver

the Renter or any person You allow to drive or use the Insured Vehicle provided this is permitted by Your Certificate of Motor Insurance but subject to the provisions specified in Your Policy.

#### B Passengers

Any passenger whilst travelling in, getting into or out of the Insured Vehicle.

#### C Joint Insured

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

#### D Principals

Any Principal of the Insured provided that You would have been entitled to indemnity if the claim had been made against You and You have arranged for the conduct and control of all claims to be vested in Us.

#### E Owner

At Your request the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to You.

In the event of an accident involving payment on behalf of more than one person insured by this section any limitation by the terms of Your Policy or by any Clause(s) relating to the maximum amount payable shall apply in the aggregate and in priority to You.

## 3 Indemnity to Personal Representatives

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

## 4 Legal Defence Costs

In respect of any event which may be the subject of indemnity under this Section, with Our prior written consent We will arrange and pay for

- A** representation by a solicitor at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction.
- B** legal costs and expenses incurred by You in relation to defence on any charge of manslaughter or of causing death by careless or dangerous driving.
- C** legal costs and expenses incurred in providing defence of any criminal proceedings, including costs of prosecution awarded against You and appeals against judgments, arising from a charge under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands.

Provided that

- i** our indemnity under sub-Section 4C is subject to a limit of £5,000,000 in any one Period of Insurance.
- ii** the proceedings must relate to an alleged breach occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the ownership, possession or use of an Insured Vehicle.
- iii** We have agreed details of the specific solicitor or counsel, prior to their appointment to act on Your behalf.
- iv** under sub-Section 4B and 4C in the event of an appeal, solicitor or counsel has advised that there are strong prospects of succeeding in the appeal or recovering any costs award made against the defendant at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed.

We shall not be liable

- a** for any fines or penalties imposed on You or the cost of implementing any remedial order or publicity order.
- b** for proceedings resulting from any deliberate or intentional criminal act or omission by You.
- c** where indemnity is provided by another source or any other insurance or where but for the existence of this sub section indemnity would have been provided by such source or insurance.

## 5 Emergency Treatment

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

## 6 Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which the Policy operates relating the insurance of liabilities to Third Parties. However You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provision of such law.

## Exclusions to Section A

### We shall not be liable for

- 1** death or injury to any person arising out of and in the course of that person's employment by the person claiming to be indemnified or in the employment of the Principal of the Insured except as required by the Road Traffic Acts.
- 2** death or injury to the Principal for any amount for which You would not have been liable in the absence of an agreement.
- 3** loss of or damage to property belonging to or held in trust by, or in the custody or control of, the person claiming to be indemnified or property being conveyed by the Insured Vehicle.
- 4** loss of or damage to any vehicle or Trailer in connection with which indemnity is being claimed under this Section.
- 5** damage to any bridge, viaduct, weigh-bridge or road, or anything above, beneath or fixed to them, by vibration or by the weight of the vehicle and its load if the Insured Vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law.
- 6** any contractual liability (except as provided in paragraph 2D).
- 7** death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this Policy.
- 8** death or injury to any person or damage arising out of the presence of the Insured Vehicle in or on part of an aerodrome, airport, airfield or military base provided for
  - A** the take off or landing of aircraft or the movement of aircraft on the surface
  - B** aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars.

# Section A – Third Party Liability

- 9** death or injury to any person or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
- A** the bringing of the load to the Insured Vehicle for loading
  - B** the taking away of the load from the Insured Vehicle after unloading
- by any person other than the driver or attendant of such vehicle.
- 10** death, injury, loss or damage caused by or arising out of the operation of
- A** a Special Type Vehicle or
  - B** plant forming part of the Insured Vehicle or attached thereto
- as a tool of trade except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your Policy applies.
- 11** death, injury, loss or damage directly or indirectly caused by
- A** the wrongful collection or delivery of the Insured Vehicle's load
  - B** goods which do not conform to the required specification of or the order made by the customer except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your Policy applies.
- 12** the indemnity given to the Renter or Driver of the Insured Vehicle unless the Renter shall have entered into and complied with the terms and conditions of a Rental Agreement with You or with Your authorised agent.



# Section B – Damage

## We will indemnify you for

### 1 Loss of or Damage to the Insured Vehicle

Loss of or damage to the Insured Vehicle up to the market value at the time of the loss or damage or the value last declared to Us, whichever is the less. If We agree to pay for damage to be repaired We may decide to use suitable parts which are not supplied by the original manufacturer.

In the event of a total loss payment in respect of an Insured Vehicle We are entitled to possession and ownership of the Insured Vehicle.

### 2 Recovery and Redelivery of the Insured Vehicle

The cost of protection and removal of the Insured Vehicle to the nearest repairer, when necessary if the Insured Vehicle is disabled, after such damage, and the reasonable cost of delivery to You after repair.

## Exclusions to Section B

### We shall not be liable to pay for

- 1 **A** wear and tear
  - B** depreciation
  - C** reduction in market value following repair
  - D** mechanical, electrical, electronic or computer failures or breakdowns or breakages
  - E** damage to tyres due to punctures, cuts, bursts or application of brakes.
- 2 the amount of any Excess as stated on the Policy Schedule. If the Insured Vehicle is being driven by or is in the charge of a young or inexperienced person this amount is increased on the following basis

<b>Driver or person in charge of the Insured Vehicle</b>	<b>Additional Excess</b>
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Under 25 years of age	£400
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This exclusion shall not apply in respect of any payment solely for the replacement or repair of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle.

- 3 the first £75 of any payment solely for replacement of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle. This Excess does not apply to claims if the windscreen or window is repaired and not replaced.
- 4 loss of or damage to the Insured Vehicle whilst being used in a national or international rally.
- 5 loss of or damage to the Insured Vehicle arising from theft or attempted theft whilst the ignition key or other removable ignition device has been left in or on the Insured Vehicle.
- 6 loss of or damage arising from deception or fraud by a purported purchaser.
- 7 loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

# Section C – Trailers

## Your policy applies Under Section A only in respect of

- 1 any Trailer attached to the Insured Vehicle as though it were the Insured Vehicle or
- 2 any Trailer owned by You or for which You are responsible while it is detached from any vehicle

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

## Cover

Subject to the limits applicable to that provided to the last towing vehicle in respect of any detached Trailer.

## Exclusions to Section C

### We shall not be liable to pay for

- 1 loss of or damage to the Trailer.
- 2 any liability arising out of the operation as a tool of trade of any plant forming part of the Trailer (other than a lifting device for self loading) except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which this Policy applies.
- 3 loss of or damage to property being conveyed on or in the Trailer or towed vehicle.
- 4 loss of or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- 5 loss of or damage to any disabled mechanically propelled vehicle which is being towed by the Insured Vehicle.

# Section D – Foreign Use

## 1 Territorial Limits

Your Policy applies in respect of accidents occurring in Great Britain, Northern Ireland, the Isle of Man and the Channel Islands and during transit by any means between these countries (including the processes of loading and unloading).

## 2 Compulsory Insurance

Your Policy provides the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles (No. 72/166/CEE).

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

## 3 Green Cards

Provided notice of an intended foreign visit to any other country within the Continent of Europe has been given to Us, Your policy will apply whilst the Insured Vehicle, for which a Green Card has been issued, is being used in any country specified in the Green Card. Subject to payment of any additional premium required and to such terms and conditions as maybe required by Us.

## 4 Other Charges

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

## 5 Customs Duty

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

# Section E – Eligibility of Renter and/or Driver

Your Policy does not apply unless each hirer and authorised driver meets the following requirements (unless otherwise agreed by Us and You)

- A** is 21 years of age or over but under 70 years of age.
- B** has held a full UK driving licence for at least one year if 25 years of age or over or two years if between 21 and 24 years of age and has produced the licence for inspection by You.
- C** is not engaged in professional gambling, sport or entertainment, hawking or general dealing, street or market trading, or modelling.

- D** has not been involved in more than one motoring accident or claim within the preceding three years.
- E** has not been convicted of any motoring offence or has a prosecution pending other than parking or one speeding offence.
- F** has referred any medical condition requiring Driver and Vehicle Licensing Agency (DVLA) notification and authorisation has been granted by the DVLA.
- G** has not been refused motor insurance at normal rates and terms or has not been declined insurance or had any insurance policy cancelled by an Insurer.

# Section F – Legal Protection

## Definitions for Section F

### We/Us/Our

Allianz Insurance plc trading as Allianz Legal Protection.

### You/Your

The Insured named on the Policy Schedule or any person authorised to drive or be a passenger in the Insured Vehicle.

### Costs

We will pay the following on Your behalf.

- The professional fees and expenses reasonably and properly charged by the Legal Representative on a Standard basis, up to the standard rates set by the courts, which You cannot recover from Your opponent.
- Your opponents Costs in civil cases which You are ordered to pay by a court or tribunal or which You pay to Your opponent with Our written agreement.

We will only pay Costs which We consider are necessary and in proportion to the value of Your claim.

We will only start to cover Costs from the time We have accepted Your claim in writing and appointed the Legal Representative.

### Lawphone

Your Policy includes access to the telephone advice line facility known as Lawphone. This service provides advice on any legal matter relating to Your business 24 hours a day, all year round. The advice You receive from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland. We may record the calls for Your and Our mutual protection and Our training purposes.

Call Lawphone on: 0344 854 1784 quoting Master Policy number 34881. You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call.

### Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of You with Our agreement to act for You in accordance with the terms of this Section.

### Standard Basis

The assessment of Costs which are appropriate to Your claim.

## Cover

We agree to pay Costs up to the Limit of Indemnity which are incurred by You in the pursuit or defence of any claim which falls within the Cover described below.

### Uninsured Loss Recovery and Injury

We will pay the Costs of You taking legal action as a result of any road accident which causes the following:

- i Your death or bodily injury whilst You are in, on or getting into or out of the Insured Vehicle
- ii damage to the Insured Vehicle
- iii damage to property which You own or are legally responsible for and which is in or on the Insured Vehicle.

### Motor Prosecution Defence

We will pay the Costs of defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in the following:

- i Criminal proceedings being brought against You for a breach of road traffic laws or regulations relating to You owning or using an Insured Vehicle;
- ii A hearing about withdrawing, restricting or suspending Your goods vehicle, public service vehicle, hackney carriage or private hire licence or any licence granted by the Department of Transport (other than a hearing arising due to a commercial decision made by You).

We will provide Cover for Uninsured Loss Recovery and Injury and Motor Prosecution Defence provided that:

- i the claim is not covered under any other insurance policy;
- ii the claim is not covered under any other Section of this Policy;
- iii the road accident or event which gives rise to the claim happened within the Territorial Limits stated in Section D of this Policy and within the Period of Insurance;
- iv the claim will be decided by a court within the Territorial Limits stated in Section D of this Policy; and
- v there is a reasonable chance of recovering damages or a successful defence at all times.

### Limit of Indemnity

The most We will pay for all claims arising out of any one event is £100,000.

## Notifying a Claim under this Section

### Uninsured Loss Recovery and Injury

If You need to claim for Uninsured Loss Recovery and Injury under Section F (Legal Protection) You should call 0330 102 1998, quote the Master Policy number 34881 and provide details of the claim. The claim details will be passed on to a Legal Representative who will contact You once the details have been received.

If there is a need to contact Us direct to discuss any Uninsured Loss Recovery or Injury claim already in progress, please write to Us at the address below or telephone Us on 0370 243 4340 and quote Master Policy number 34881.

### Motor Prosecution Defence

If You need to claim for Motor Prosecution Defence You should call Lawphone Legal Helpline on 0344 854 1784 and quote Master Policy number 34881.

You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call You back. We will send You a claim form. You should fill in the claim form and return it to Us without delay at the address shown below.

We will contact You once the claim form has been received.

Please note that for all claims made under Section F, You must not appoint a solicitor. If You have already seen a solicitor before We have accepted Your claim, We will not pay any fees or other expenses that You have incurred. If Your claim is covered, We will appoint the Legal Representative that We have agreed to in Your name and on Your behalf, subject to the terms and conditions of Your Policy cover. We will only start to cover Your Costs or Legal Expenses from the time We have accepted the claim and appointed the Legal Representative.

Our address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

## Exclusions to Section F

The General Exclusions applying to Your Policy also apply to this Section and in addition it does not provide cover for the following:

- 1** any fines, penalties or compensation awards imposed by a court, tribunal or regulator
- 2** any costs or expenses awarded against You by a criminal court
- 3** any claim arising out of a contract You have with another person or organisation
- 4** a claim for an event which is not covered under Sections A to E of this Policy
- 5** disputes between You and Us
- 6** any dispute or claim that happens because You have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that dispute or claim
- 7** Costs We have not agreed to in writing
- 8** any Costs covered by another insurance policy
- 9** any claim which is covered under any other Section of this Policy
- 10** Costs You have paid directly to the Legal Representative or any other person without Our permission
- 11** any V.A.T. which You can recover from elsewhere
- 12** an application for judicial review
- 13** parking offences for which You do not obtain points on Your licence
- 14** any criminal proceedings to do with driving whilst under the influence of drink or drugs
- 15** any criminal proceedings where You do not have a valid:
  - a** motor insurance policy;
  - b** road fund licence or MOT certificate for the Insured Vehicle; or
  - c** driving licence



# Section F – Legal Protection

- 16** any claim where You
- a** become insolvent (or commit an act of insolvency or bankruptcy), or
  - b** enter into liquidation, or
  - c** make an arrangement with creditors, or
  - d** enter into a deed of arrangement, or
  - e** have part or all of Your affairs assets or property placed in the care or control of a receiver or a liquidator, or
  - f** have an administration order over Your affairs assets or property
- 17** any criminal proceedings arising under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Channel Islands or the Isle of Man.

## Extensions to Section F

If You so request We will indemnify the following persons as though each such person was individually named as You:

- a** any proprietor, partner, director or employee of You
- b** any member of Your family if a named person, or any person referred to under Extension a above provided that:
  - i** each such person shall be subject to the terms of this Policy in so far as they can apply
  - ii** Our liability to You and all persons indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity in respect of any one claim.

## Conditions to Section F

If You do not keep to the conditions, We will have the right to refuse any claim and withdraw from any current claim.

The General Conditions applying to Your Policy also apply to this Section and in addition:

- 1 You must:**
- i** provide Us with written details of Your claim along with any other supporting information We ask for
  - ii** make Your claim within 6 months of the date of the event which gave rise to the dispute
  - iii** follow the Legal Representative's advice and provide any information he or she asks for
  - iv** take every reasonable step to recover Costs and pay them to Us
  - v** obtain Our written permission before making an appeal
  - vi** take every reasonable step to ensure that the Legal Representative keeps to all parts of Condition 2

- vii** report any claim to Us and not to any other person or organisation
- viii** not appoint a Legal Representative.

**2 The Legal Representative must do the following:**

- i** obtain Our written permission before instructing a barrister or expert witness
- ii** tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or reaching any other solution that We agree to
- iii** tell Us immediately if You or Your opponent make a payment into a court or any offer to settle the matter
- iv** report the result of the claim to Us when it is finished.

**3 We will have the right to do the following:**

- i** take over and conduct, in Your name, any claim or proceedings
- ii** settle a claim by paying the amount in dispute
- iii** appoint the Legal Representative in Your name and on Your behalf
- iv** have any legal bill audited or assessed
- v** contact the Legal Representative at any time, and have access to all statements, opinions and reports relating to the claim
- vi** end Your cover provided by this Section if, during the course of the claim, We think that there is no longer a reasonable chance of success. If You continue the claim and get a better settlement than We expected, We will pay Your reasonable Costs.
- vii** settle the Costs covered by this Indemnity at the end of the claim
- viii** end Your cover and recover any Costs from You which We have already paid or agreed to pay if:
  - the Legal Representative reasonably refuses to continue acting for You because of any unreasonable act or failure to act by You; or
  - You unreasonably withdraw Your claim from the Legal Representative without Our agreement; and
  - We do not agree to appoint another Legal Representative to continue Your claim.

**4 Your Agreements with Others**

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation.

## **5 Choosing the Legal Representative**

At any time before We agree that legal proceedings need to be issued or defended in respect of any claim which We have accepted, We will choose the Legal Representative to act in Your name and on Your behalf. You can only choose a Legal Representative if We agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by Us cannot act for You.

In agreeing to the selection of a Legal Representative You must remember Your duty to keep the Costs of any legal proceedings as low as possible.

In all cases the Legal Representative will be appointed in Your name and on Your behalf.

If We do not agree with Your choice of Legal Representative, the matter will be settled using the procedure in Condition 6 below.

## **6 Disputes**

If there is a dispute between You and Us, the matter may be referred to an arbitrator, who You and We agree to. If You and We cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either You or Us, the arbitrator will decide how You and We will share the costs.

## **7 Notices**

Every notice which needs to be given under this Indemnity must be given in writing. If You give Us notice, You must send it to the Allianz location shown below. If We give You notice, We must send it to Your last known address.

Our address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

# General Exclusions applying to Your Policy

## We shall not be liable in respect of

### 1 Driving and use

Death, injury, loss or damage arising whilst the Insured Vehicle is being driven by or used by You or with Your general consent

- A** for purposes not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, for purposes not agreed by Us.
- B** by a driver not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, by drivers not agreed by Us.
- C** if it is known by You or any other person claiming indemnity that the person driving is disqualified from driving or has not held a licence to drive the vehicle or is prevented by law from obtaining one.
- D** by a driver who is excluded by Clause(s).
- E** for re-hire by the Renter (including for the carriage of passengers for hire or reward).

This exclusion does not apply in respect of the indemnity given to You (and to no other person) following theft of the vehicle or whilst the vehicle is being used by a motor trader for overhaul, maintenance or repair.

### 2 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i** ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- ii** the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
- iii** any weapon or other device utilizing radioactive material or radioactive matter or ionising radiation or atomic or nuclear fission or fusion or other like reaction.
- iv** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

### 3 War Risks

Death, injury, loss or damage occasioned by, happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which this Policy applies.

### 4 Riot and Civil Commotion

Loss or damage arising during or in consequence of riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

### 5 Earthquake

Loss or damage arising during or in consequence of earthquake outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or any other member country of the European Union.

### 6 Contractual Liability

Any liability assumed by agreement which would not have attached in the absence of such agreement (except as provided under Section A 2D). In any event We will not provide indemnity in respect of liquidated damages or under any penalty clause.

### 7 Deliberate Acts

Death, injury, loss or damage directly or indirectly arising as a result of a deliberate act caused by You except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which Your Policy applies.

## 1 Payment of premium

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

## 2 Supply of Vehicle Data

- A** You shall supply to Us, unless otherwise agreed by Us in writing, details of the vehicles whose use is covered by Your Policy for entry on the Motor Insurance Database.
- B** You must tell Us immediately of any change of vehicle, deletion or acquisition of an additional vehicle, whether permanent or temporary, and cover for any new vehicle shall be subject to such terms and adjustment of premium as We may require.
- C** At the end of each successive period as specified by Clause(s) on Your Policy Schedule the premium will be proportionately adjusted as necessary.

## 3 Reasonable precautions

You shall take all reasonable precautions to prevent the occurrence of loss, damage or liability and maintain the Insured Vehicle in an efficient and roadworthy condition.

## 4 Claims

You shall in the event of death, injury, loss or damage in consequence of which a claim is or may be made under Your Policy and upon the receipt by You of notice of any claim or legal proceedings

- A** as soon as reasonably possible notify Us of any accident or claim, and with all reasonable speed provide such information as We require
- B** send to Us immediately on receipt any letter of claim, writ, summons or other legal document
- C** tell Us immediately of any pending prosecution, coroners inquest or fatal accident inquiry should the person claiming or their legal personal representatives have any knowledge of these
- D** not pay or offer to pay any money or make any admission of liability without Our previous consent
- E** allow Us in Your name or the name of any person entitled to indemnity under Your Policy to take over and, during such periods as We think proper, to have the absolute conduct and control of, all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and You shall give Us all necessary assistance for that purpose
- F** allow access to the Insured Vehicle at all reasonable times for inspection by Our authorised representative.

We may

- G** at Our option repair, reinstate, replace or make good by payment of money for any loss or damage. If to Our knowledge the Insured Vehicle is the subject of a hire purchase, leasing or contract hire Agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to Us in respect of such loss or damage. Our liability for any part or Accessory shall be for the value of the part or Accessory at the time of the accident not exceeding the manufacturer's last list price.
- H** at any time relinquish conduct and control of any claim in respect of accidental damage to other persons property by paying the person claiming up to the amount provided by Section A of Your Policy or any less amount for which such claim(s) can be settled and be under no further liability except for the payment of costs and expenses of litigation recoverable or incurred up to the date of such payment.

## 5 Other insurances

If at the time of any incident which results in a claim under Your Policy there is any other insurance covering the same liability, loss damage or injury We shall not be liable to contribute to such claim.

## 6 Fraud

If You or anyone acting on Your behalf:

- A** makes any false or fraudulent claim;
- B** makes any exaggerated claim;
- C** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- D** makes a claim for loss or damage which You or anyone acting on Your behalf deliberately caused;

We will:

- i** refuse to pay the whole of the claim; and
- ii** recover from You any sums that We have already paid in respect of the claim.

We may also notify You that We will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **A–D** above. In that event, You will:

- i** have no cover under the Policy from the date of the termination; and
- ii** not be entitled to any refund of premium.

# General Conditions applying to Your Policy

## 7 Fair Presentation of the Risk

- A** You must make a fair presentation of the risk to Us at inception, renewal and variation of the Policy.
- B** We may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if You had made a fair presentation, We would not have issued the Policy.

We will return the premium paid by You unless the failure to make a fair presentation is deliberate or reckless.

- C** If We would have issued the Policy on different terms had You made a fair presentation, We will not avoid the Policy (except where the failure is deliberate or reckless) but We may instead:
  - i** reduce proportionately the amount paid or payable on any claim, the proportion for which We are liable being calculated by comparing the premium actually charged as a percentage of the premium which We would have charged had you made a fair presentation; and/or
  - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as We would have imposed had You made a fair presentation.

For the purposes of this clause references to:

- a** avoiding the Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

Where this Policy provides cover for:

- A** any person who is not the named Insured; and
- B** that person would, if they had taken out such cover in their own name, have done so for purposes wholly or mainly unconnected with their trade business or profession,

We will not invoke the remedies which might otherwise have been available to Us under this General Condition (Fair Presentation of the Risk) as against the Insured, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular person who is not the Insured. However, if the person concerned or the Insured on their behalf makes a careless misrepresentation of fact, We may invoke the remedies available to Us under this General Condition as against that particular person, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

## 8 Cancellation Reflection Period

If You are an individual or a sole trader (including a partnership in England and Wales) You may cancel this Policy within fourteen days of the date You receive it. You can do this by writing to the intermediary with whom You arranged this insurance. We will cancel this Policy record on the Motor Insurance Database with effect from the date we receive the written notice of cancellation.

If You choose to do this You are entitled to a refund of the premium calculated from the date on which We cancel the Policy record on the Motor Insurance database.

We will only charge a pro rata premium for the period for which cover has been provided and an additional administration charge of £50 to cover Our operational costs subject to a minimum amount payable of £100. Provided that no claim has been made or that no incident has arisen in the current Period of Insurance which may give rise to a claim in which case the full annual premium will be payable to Us.

### Cancellation (Outside the Reflection Period)

You have no cancellation rights under Your Policy.

### Our Cancellation Rights

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

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



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

## 9 Arbitration

If there is any dispute as to the amount to be paid under Your Policy (liability being admitted), the matter shall be referred to an Arbitrator to be appointed by the parties concerned in accordance with the Statutory provisions for the time being in force, and there will be no right of action against Us unless an award is made.

## 10 Law Applicable to Contract

Unless We agree otherwise:

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

## 11 Rights of Parties

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

## 12 Terms – With Insurance

You shall specify in the Rental Agreement that the hire of the Insured Vehicle is With Insurance.

## 13 Terms – Without Insurance

- A** You shall specify in the Rental Agreement that the hire of the Insured Vehicle is Without Insurance.
- B** You shall require the Renter to arrange insurance in respect of the Insured Vehicle (including legal liability for death of or injury to third parties, damage to third party property and loss of or damage to the Insured Vehicle) covering the Renter and all those permitted to drive or use such vehicle and establish that such insurance has been arranged by
  - i** inspecting the cover note issued, or
  - ii** obtaining a letter of confirmation from the insurer or broker of the Renter specifically in respect of such vehicle.

You shall make and keep a copy of such cover note or letter for three months after the period of the hire or in the event of a claim, for the period that We shall determine.

- C** Indemnity does not apply in respect of any Insured Vehicle during the period of hire except
  - i** any loss arising out of a defect in the condition of the vehicle
  - ii** that We shall indemnify You (under the terms of Your Policy) and no other party, if such insurance the Renter was required to arrange fails to indemnify the Renter or if such insurance has been cancelled provided You have complied with the terms of Your Policy.

# 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 provide You with information about the Financial Ombudsman Service.

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

Customer Satisfaction Manager  
Allianz Insurance plc  
57 Ladymead  
Guildford  
Surrey  
GU1 1DB

Tel: 01483 552438  
Fax: 01483 790538  
Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

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

# Financial Services Compensation Scheme

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](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.

# Data Protection

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz Group") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz Group may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz Group and that this fact is made known to the Insured Persons.

If your policy provides Motor cover, information relating to your insurance policy will be added to the Motor Insurance Database ("MID") managed by the Motor Insurers' Bureau ("MIB"). MID and the data stored on it may be used by certain statutory and/or authorised bodies including the Police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies permitted by law for purposes not limited to but including:

- I. Electronic Licensing
- II. Continuous Insurance Enforcement;
- III. Law enforcement (prevention, detection, apprehension and or prosecution of offenders)
- IV. The provision of government services and or other services aimed at reducing the level and incidence of uninsured driving.

If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and or the MIB may search the MID to obtain relevant information. Persons (including his or her appointed representatives) pursuing a claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is incorrectly shown on the MID you are at risk of having your vehicle seized by the Police. You can check that your correct registration number details are shown on the MID at [www.askmid.com](http://www.askmid.com)

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.

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

Allianz Insurance plc. Registered in England number 84638.  
Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.  
Allianz Insurance plc is a member of the Association of British Insurers.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.  
Financial Services Register number 121849.



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