



MOTOR LEGAL EXPENSES INSURANCE

POLICY WORDING
LEGAL PROTECTION

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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 adviser to ensure you receive the highest levels of product and service excellence and 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 adviser 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

This is **your** Motor Legal Expenses Insurance Policy.

This policy wording forms **your** contract of insurance with **us**.

Please take time to read this policy to make sure that it meets **your** needs and that **you** understand the cover provided, what is not covered and the conditions. If there is anything **you** do not understand, please let **your** insurance adviser or **us** know.

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in **bold** text throughout this policy.

This cover is only operative if **you** have paid or agreed to pay the premium. **We** will cover **you** in accordance with the terms and conditions of this policy for a claim following an event that takes place during the **period of insurance** and within the **territorial limits**.

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

Signed on behalf of Allianz Insurance plc.



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.

LAWPHONE

Your Motor Legal Expenses policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal or business related legal matter. The advice **you** get from Lawphone 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.

Lawphone: 0370 241 4140

When **you** call Lawphone please confirm that **you** are a Motor Legal Expenses Insurance customer and quote Master Policy number 36857. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

HOW TO MAKE A CLAIM UNDER SECTIONS 1 AND 2

SECTION 1

If **you** need to make a claim under **section 1 Motor prosecution defence** call **Lawphone** on **0370 241 4140** and quote Master Policy number 36857. **You** will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call **you** back.

We will tell **you** if **we** need **you** to complete a claim form. If **we** do, **we** will send it to **you**. Please fill the claim form in and send it to:

The Claims Department
Allianz Legal Protection
Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

We will contact **you** once **we** have received the claim form. If **your** claim is covered **we** will appoint the **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

SECTION 2

If **you** need to make a claim under **section 2 Uninsured loss recovery**, please contact Agrical Limited on 01423 879 027.

If **your** claim is covered Agrical will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

SECTIONS 1 AND 2

For all claims made under section 1 or 2, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 6 Freedom to choose the legal representative of Conditions that apply to sections 1 or 2 on page 8 of this policy for an explanation of when **you** can choose the **legal representative**.

IMPORTANT INFORMATION ABOUT REASONABLE PROSPECTS OF SUCCESS

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this policy.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified adviser or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c or 1d of Conditions that apply to sections 1 and 2 on page 7 of this policy, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

HOW TO MAKE A COMPLAINT

Our aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

Customer Satisfaction Manager
Allianz Legal Protection,
Allianz - ALP
PO Box 10623
Wigston
LE18 9HJ

Tel: 0345 0700 886

Email: alpcomplaints@allianz.co.uk

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

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

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

Email: complaint.info@financial-ombudsman.org.uk

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

THE MEANING OF WORDS

Some of the words in this policy have specific meanings. These are explained below and have the same meaning wherever they appear in **bold** text throughout this policy.

The meaning of the following words apply to all sections of this policy

Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Your** opponent's legal costs and expenses incurred in a **civil case** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with Condition 3f of Conditions that apply to sections 1 and 2 on page 8 of this policy.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Insured vehicle

Your motor vehicle as described in **your** current certificate of motor insurance.

The **insured vehicle** also includes any caravan or trailer attached to **your** motor vehicle.

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under section 1 and 2 of this policy.

Period of insurance

The period shown in **your** current certificate of motor insurance for **your insured vehicle**.

Reasonable prospects of success

There are reasonable prospects of success if, at all times during **your civil case** against **your** opponent, it is more likely than not that:

- a court would:
 - i decide the legal action under section 2 in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
 - ii award **you** a more favourable settlement than has already been offered by **your** opponent;

and

- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

We explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' on page 3 of this policy.

Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

Territorial limit

The **territorial limit** for section 1 Motor prosecution defence and section 2 Uninsured Loss Recovery is Great Britain, Northern Ireland, Channel Islands, 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, Turkey and the Vatican City.

We, Us, Our, Allianz

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your

The person or organisation that has taken out this policy and, at the request of that person or organisation, any person authorised to drive or be a passenger in the **insured vehicle**.

COVER PROVIDED

This policy provides the cover described under sections 1 and 2. In addition to the terms described for each section, the General exclusions on page 9 and the General conditions on pages 10 and 11 apply to all sections of this policy.

SECTION 1 – MOTOR PROSECUTION DEFENCE

WHAT IS COVERED BY SECTION 1

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**.

The cover provided by this section also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the **territorial limit** and during the **period of insurance**; and
- the criminal proceedings will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making an appeal against **your** conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

WHAT IS NOT COVERED BY SECTION 1

We will not provide cover for the defence of criminal proceedings in respect of the following.

- 1 Parking offences for which **you** don't get points on **your** licence.
- 2 Driving while under the influence of drink or drugs.
- 3 Driving without:
 - insurance that covers the **insured vehicle**; or
 - a road fund licence or MOT certificate for the **insured vehicle** where either of these are required by law; or
 - a valid driving licence.
- 4 Any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the **insured vehicle**.
- 5 Any award of costs made against **you** by a court following criminal proceedings.

SECTION 2 – UNINSURED LOSS RECOVERY

WHAT IS COVERED BY SECTION 2

We will pay the **costs** incurred by the **legal representative** to take legal action against **your** opponent to recover **your damages** arising from an accident involving **your insured vehicle** that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and
- causes:
 - i **your death** or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
 - ii damage to the **insured vehicle**; or
 - iii damage to property which **you** own or are legally responsible for and which is on or in the **insured vehicle**.

We will provide this cover as long as:

- the accident happened within the **territorial limits** and during the **period of insurance**; and
- the legal action will be decided by a court within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same accident involving **your insured vehicle** is £100,000.

WHAT IS NOT COVERED BY SECTION 2

We will not provide cover for the following.

- 1 Any claim arising out of a contract **you** have with another person or organisation.
- 2 A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- 3 Any claim where **you** do not have a valid:
 - motor insurance policy that covers the **insured vehicle**; or
 - MOT certificate or taxation for the **insured vehicle** where either of these are required by law; or
 - driving licence.

COVER PROVIDED CONTINUED

WHAT IS NOT COVERED BY SECTIONS 1 AND 2

We will not provide cover for the following.

- 1 Any claim which **you** report to **us** more than six months after the:
 - date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
 - event, or series of events which gave rise to the dispute first occurred; or
 - accident involving **your insured vehicle**.
- 2 Any **costs**:
 - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**.
 - **we** have not agreed to in writing.
 - **you** have paid directly to the **legal representative** or any other person without **our** permission.
 - relating to an appeal following a decision by a court in respect of **your** legal action against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist.
 - that the court orders **you** to pay to **your** opponent at the end of a **civil case** on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the legal action.
- 3 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
 - **damages you** receive from **your** opponent. These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.
- 4 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 5 Any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this policy started.
- 6 Any dispute arising from:
 - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation.
- 7 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- 8 Any fines or other penalties awarded against **you** by a court or tribunal.

CONDITIONS THAT APPLY TO SECTIONS 1 AND 2

The following conditions apply to **your policy**. **You** must keep to the Conditions to have the full protection of **your** policy.

1 You must:

- a** make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred.
- b** not appoint a **legal representative** to represent **you** in **your** legal action.
- c** at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **us**.
- d** follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend.
- e** not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
- f** get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action.
- g** instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this policy to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps.
- h** instruct the **legal representative** to keep to Condition 2 below

If **you** do not keep to Condition 1c, 1d or 1e **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

2 The legal representative must:

- a** get **our** written permission before instructing a barrister or other legally qualified adviser or expert in respect of **your** legal action.
- b** tell **us** at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean that:
 - **reasonable prospects of success** no longer exist; or
 - the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**.
- c** tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action.
- d** report the result of **your** legal action to **us** at the first opportunity after it is finished
- e** take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

3 We will have the right to do the following.

- a** Appoint the **legal representative** in **your** name and on **your** behalf.
- b** Take over and conduct, in **your** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c** Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d** Appoint a barrister or other legally qualified adviser or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e** End **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.

CONDITIONS THAT APPLY TO SECTIONS 1 AND 2 CONTINUED

f Have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.

g Settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)

h Settle the **costs** covered by this policy at the end of **your** legal action.

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 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this policy, **we** will only pay **our** share of the **costs** of the claim.

6 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued in a court, **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct.

You must send the name and address of **your** chosen **legal representative** to **us**. If **we** agree to appoint **your** chosen **legal representative**, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition d Disputes on page 10 of this policy.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

GENERAL EXCLUSIONS

In addition to the exclusions described in 'What is not covered' by each section **we** will not provide cover under any section for the following.

- a** The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
- b** Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- c** Disputes between **you** and **us**.
- d** Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- e** Claims arising from war, invasion, riot, revolution or a similar event.

GENERAL CONDITIONS

In addition to the Conditions described under sections 1 and 2, the following Conditions apply to all sections of this policy.

a Cancellation rights

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel the policy by giving **us** 30 days' notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid.

We can cancel the policy by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person or organisation that has taken out this policy knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition f Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

You cannot make a claim for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

Every notice to cancel this policy must be given in writing. If **you** give **us** notice to cancel the policy, **you** must send it to **our** address or the address of the broker or intermediary who deals with **your** motor policy. If **we** give **you** notice, **we** will send it to **your** last known address.

Our address is:

Allianz Legal Protection
Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

Phone: 0370 243 4340

b Notices

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

If **you** give **us** notice, **you** must send it to **our** address shown in General condition a Cancellation rights above.

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

c Changes during the period of insurance

If **we** need to make changes to **your** policy, **we** will normally only do this at **your** next renewal date. **We** will not change **your** policy during the **period of insurance** unless:

- a **we** are required to do so because of a change in the law; or
- b **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c a service provided under this policy by any organisation other than **us** is no longer available and **we** need to:
 - change the provider of the service; or
 - change the service; or
 - remove the service.

If **we** do need to change **your** policy, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

d Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all, of the costs of the arbitration those costs will not be covered by this policy.

e Law and language of this policy

Unless **we** agree otherwise:

- a the language of this policy and all communications relating to it will be in English;
- b English law will apply to this contract of insurance.

GENERAL CONDITIONS CONTINUED

f Fraud

If **you** or anyone acting on **your** behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claims;
- 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 have 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:

- a** have no cover under the policy from the date of the termination; and
- b** not be entitled to any refund of premium.

g Rights of parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, 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.

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION

INTRODUCTION

This notice explains how we collect, use and store personal information. Your privacy and personal information are important to us and we are committed to keeping it protected. We've tried to make this notice as clear and transparent as possible, so you are confident about how we use your information. As data controller, we are responsible for decisions about how your information will be processed and managed. You will also find details below regarding your rights under data protection laws and how to contact us.

1 WHO WE ARE AND WHOSE PERSONAL INFORMATION WE COLLECT

When we refer to "we", "us" and "our" in this notice it means Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy. When we say "you" and "your" and "individuals" in this notice, we mean anyone whose personal information we may collect, including:

- anyone seeking an insurance quote from us or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses
- anyone who has a business relationship or transacts business with us or provides us with a service, such as brokers, intermediaries and animal breeders.

2 HOW WE USE PERSONAL INFORMATION

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims and carry out engineering inspections to fulfil our contract
- to administer third party claims, deal with complaints and prevent financial crime to meet our legal obligations
- to manage our business, conduct market research and manage our relationships with business partners to meet the legitimate needs of our business
- to send marketing information about our products and services if we have received your specific consent.

There is no obligation to provide us with personal information, but we cannot provide our products and services without it.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to. Further details can be found below.

3 MARKETING

We use an individual's personal information to market products and services to them.

Our marketing activities may include:

- providing information about products and services by telephone, post, email and SMS; we will either do this ourselves or use third party partners to do it for us
- working with selected partners to display relevant online advertisements, and to our other customers, on third party websites and social media platforms. To do this, we may provide our partners with an individual's personal information in an encrypted format, which they use only to identify the appropriate audiences for our advertisements. We ensure that our partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in Section 10: Know your Rights.

4 AUTOMATED DECISION MAKING, INCLUDING PROFILING

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer your policy. This helps us decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so please contact us using the details in Section 10: Know Your Rights and we will review the decision.

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION CONTINUED

5 THE PERSONAL INFORMATION WE COLLECT

The information we collect will depend on our relationship with you. We collect the following types of personal information so we can complete the activities in Section 2: How We Use Personal Information:

- basic personal details such as name, age, contact details and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video, including surveillance to help us manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- information relating to the use of our websites via the use of cookies
- accessibility details if we need to make reasonable adjustments to help
- business activities such as goods and services offered

In certain circumstances, we may request and/or receive special category or sensitive information about you. We would only collect this information if it is relevant to the insurance policy or claim or where it is necessary for a legal obligation:

- your current or former physical or mental health
- criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements)

6 WHERE WE COLLECT PERSONAL INFORMATION

We collect personal information direct from individuals, their representatives or from information they have made public, for example, on social media.

We also collect personal information from other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders

- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for our products
- other involved parties, for example, claimants or witnesses.

We also collect information from your computer in the form of cookies. Please refer to our Cookie Policy for more details – allianz.co.uk/cookie-policy.html

7 SHARING PERSONAL INFORMATION

We only share your information when necessary for the purposes stated in Section 2: How We Use Personal Information.

We may share personal information with:

- other companies within the global Allianz Group allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on our behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- our approved suppliers to help deal with claims or manage our benefit services, for example, vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other partners, local authorities and councils, including the RSPCA, if we suspect or conclude, following investigation, poor breeding practices and animal cruelty
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to us or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE) and network organisations of which you are a member
- external agencies for market research purposes
- any organisation where you have agreed for them to receive that data as part of the terms and conditions of your membership or affiliation
- prospective buyers in the event that we wish to sell all or part of our business.

PRIVACY NOTICE: HOW WE USE PERSONAL INFORMATION CONTINUED

8 TRANSFERRING PERSONAL INFORMATION OUTSIDE THE UK

We use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. We may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. We have Binding Corporate Rules (BCRs) which are our commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCRs, please contact our Data Protection Officer.

Some of our suppliers have servers outside the EU. Our contracts with these suppliers require them to provide equivalent levels of protection for personal information.

9 HOW LONG WE KEEP PERSONAL INFORMATION

We keep information only for as long as we need it to administer the policy, manage our business or as required by law or contract.

10 KNOW YOUR RIGHTS

Any individual whose personal information we hold has a number of rights in relation to how that information is processed by us. You have the following rights:

- **The right to object** – individuals can object to us processing their data and we will either agree to stop processing or explain why we are unable to
- **The right of access** – individuals can request a copy of their personal information we hold, subject to certain exemptions (a subject access request)
- **The right of rectification** – individuals can ask us to update or correct their personal information to ensure its accuracy
- **The right to be forgotten** – individuals can ask us to delete their personal information from our records if it is no longer needed for the original purpose
- **The right of restriction** – individuals can ask us to restrict the processing of their personal information in certain circumstances
- **The right to data portability** – individuals can ask for a copy of their personal information, so it can be used for their own purposes

- **The right to withdraw consent** – individuals can ask us, at any time, to stop processing their personal information, if the processing is based only on individual consent
- **The right to make a complaint** – individuals can complain if they feel their personal information has been mishandled. We encourage individuals to come to us in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) ico.org.uk

If you wish to exercise any of these rights you can do so by contacting our Data Rights team:

Phone: **0208 231 3992**
 Email: **datarights@allianz.co.uk**
 Address: Allianz Insurance Plc, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

11 ALLIANZ (UK) GROUP DATA PROTECTION OFFICER CONTACT DETAILS

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Phone: **0330 102 1837**
 Email: **dataprotectionofficer@allianz.co.uk**
 Address: Data Protection Officer, Allianz,
 57 Ladymead, Guildford, Surrey GU1 1DB

12 CHANGES TO OUR PRIVACY NOTICE

This Privacy Notice was last updated in September 2020.

Occasionally it may be necessary to make changes to this notice. When that happens we will provide an updated version at the earliest opportunity. The most recent version will always be available on our website www.allianz.co.uk

13 ALLIANZ PRIVACY STANDARDS (APS)

The Allianz Privacy Standard provides you with information on the rules governing the international transfer of personal data between Allianz Group companies operating in the European Economic Area (EEA) and Allianz Group companies outside that area. The Allianz Privacy Standard also describes your rights in respect of such transfers, what to do if you want to exercise your rights or complain about such transfers, and how to contact us. The latest Allianz Privacy Standard can be found at: allianz.com/en/privacy-statement.html

allianz.co.uk

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No 84638), Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. 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 No. 121849.