

# Motor Legal Expenses Insurance

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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 advisor 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.

A handwritten signature in black ink that reads "Jonathan Dye". The signature is written in a cursive style with a checkmark-like flourish at the beginning.

Jonathan Dye

Chief Executive

## Financial Services Compensation Scheme

If **Allianz** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## 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 13 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 advisor 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 11 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](mailto: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](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 0234567 or 0300 1239123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

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

Alternatively, you can contact the Financial Ombudsman Service directly.  
Using **our** complaints procedure or contacting the 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 3 f of Conditions that apply to sections 1 and 2 on page 12 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 5 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 14 and the General conditions on pages 15 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.

#### **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 advisor 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 advisor 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.
- 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 17 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.

#### **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.

# Fair Processing Notice – how we use personal information

## 1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc.

When **we** say “**you**” and “**your**” 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.

## 2. How we use personal information

**We** use personal information in the following ways;

- to provide quotes, administer policies and policyholder claims 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 and conduct market research to meet the legitimate needs of **our** business
- to send marketing information if **we** have received **your** specific consent.

**You** are not obliged to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

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

## 3. Marketing

**We** use **your** personal information to market products and services to you.

Our marketing activities may include:

- providing information to **you** 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 to **you**, and to **our** other customers, on third party websites and social media platforms. To do this, **we** may provide **our** partners with some of **your** 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.

If **you** disagree with the outcome of an automated decision please contact us using the details in section 10

#### **5. The personal information we collect**

**We** collect the following types of personal information about **you** so **we** can complete the activities in section 2, "How **we** use personal information":

- basic personal details such as; name, age, address and gender
- family, lifestyle and social circumstances, such as; marital status, dependents and employment type
- financial details such as; direct debit or payment card information
- photographs and/or video to help us manage policies and assess claims
- tracking and location information if it is relevant to **your** policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to **your** policy or claim
- criminal convictions if it is relevant to **your** policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities if it is relevant to **your** policy or claim.

#### **6. Where we collect personal information**

From **you**, **your** representatives or from information **you** have made public, for example on social media.

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 services for **our** products
- other involved parties, for example; claimants or witnesses.

#### **7. Sharing personal information**

**We** may share **your** personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.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 provide **our** benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- 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)
- prospective buyers in the event **we** wish to sell all or part of **our** business.

## 8. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store **your** personal information where it is protected by laws equivalent to those in the UK. **We** may transfer **your** personal information to other members of the global Allianz Group to manage **your** 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. If **you** would like more information about the 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 **your** 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

**You** have the right to:

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

- complain if **you** feel **your** personal information has been mishandled. **We** encourage **you** to come to **us** in the first instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) at [www.ico.org.uk](http://www.ico.org.uk) ask **us**, at any time, to stop using **your** personal information, if using it based only on **your** consent (the right to **withdraw your consent**).

**If you wish to exercise any of these rights you can do so by contacting our Customer Satisfaction Manager:**

Address: Allianz Insurance plc, 2530 The Quadrant, Aztec West, Almondsbury, Bristol BS32 4AW  
Email: [allianzretailcomplaints@allianz.co.uk](mailto:allianzretailcomplaints@allianz.co.uk)  
Phone: 01454 457745

For pet and equine products only:

Address: Allianz Insurance plc, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9EY  
Email: [ahd.csm@allianz.co.uk](mailto:ahd.csm@allianz.co.uk)  
Phone: 0345 026 1985

For Allianz Musical Insurance only:

Address: Allianz Musical Insurance, Great West House (GW2), Great West Road, Brentford, Middlesex TW8 9DX  
Email: [csm@allianz.co.uk](mailto:csm@allianz.co.uk)  
Phone: 0344 391 4037

For Allianz Legal Protection products only:

Address: Allianz – ALP, PO Box 10623, Wigston, LE18 9HJ  
Email: [alpcomplaints@allianz.co.uk](mailto:alpcomplaints@allianz.co.uk)  
Phone: 0345 0700 886

## 11. Data Protection Officer Contact details

If **you** have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer:

Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey GU1 1DB  
Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)  
Phone: 0344 209 0841

## 12. Changes to our Fair Privacy Notice

Occasionally it may be necessary to make changes to this notice. When that happens **we** will provide **you** with an updated version at the earliest opportunity. The most recent version will always be available on **our** website. [www.allianz.co.uk](http://www.allianz.co.uk)