1stCentral.

My legal expenses cover...

1st Central Legal Expenses policy summary

Thank you for insuring with 1st Central.

1st Central are delighted to welcome you as a valued customer. Please take time to read your policy document and contact 1st Central if you have any queries.

This contract of insurance has been arranged by First Central Insurance Management Ltd through Carpenters Ltd who are authorised and regulated by the FCA under number 755996.

The insurance is underwritten by Allianz Insurance plc who are authorised and regulated by the FCA under number 84638.

The insurer has agreed to indemnify you, subject to the terms, conditions, limitations and exclusions contained in this document that may occur during any period of insurance directly sustained in connection with your car which is shown on your current Certificate of Motor Insurance and Policy Schedule.

The parties to this contract are you and the insurer. Nothing in this contract shall create any rights to third parties under the Contracts (Rights of Third Parties) Act 1999 and no variation to this contract, nor any supplemental or ancillary agreement shall create such rights unless expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from this Act.

In order that this document may be signed and issued as evidence of the contract of insurance, the insurer has entered into an agreement with First Central Insurance Management Ltd. This agreement empowers a Managing Director of First Central Insurance Management Ltd to sign and issue this document.

Ben Tomasetti, Managing Director

1st Central is a brand name used by First Central Insurance Management Ltd, Capital House, 1-5 Perrymount Road, Haywards Heath, West Sussex, RH16 3SY. Authorised and regulated by the Financial Conduct Authority (firm reference number: 483296).

The insurance contract is written in English and any associated communications will be in English.

This is a summary of **your** motor legal expenses policy. It does not contain the full terms and conditions, which can be found in the policy document that follows this policy summary.

This policy covers legal **costs** to recover losses not covered by **your** motor insurance and to pursue compensation for personal injury following a road traffic accident that wasn't **your** fault. Cover is also provided for legal **costs** to defend prosecutions arising from a motoring offence.

Significant features and benefits:	Significant exclusions or limitations:

Legal Expenses insurance covers legal costs to recover losses not covered by **your** motor insurance, and to pursue compensation for personal injury following a road traffic accident that wasn't **your** fault. Cover is also provided for legal costs to defend prosecutions arising from a motoring offence, vehicle cloning and **motor insurance database** disputes
 	
The limit of cover (including opponent's **costs**) is £100,000 per claim.
 	
The legal **costs** and expenses for the following are covered:
• Pursuit of compensation for personal injury if **you** and **your** passengers are involved in a road accident that wasn't **your** fault.
• Recovery of losses for **you** and **your** passengers that aren't covered by **your** motor insurance policy, including:
  • Policy excess
  • Personal possessions
  • Out of pocket expenses
• Defence **costs** if **you** are prosecuted over a driving offence.
• **We** will pay the **costs** of **you** defending civil or criminal proceedings brought against you arising from the illegal use of the **insured vehicle's** identity by another person or organisation without **your** knowledge or consent.
• **We** will pay the **costs** in defending **your** legal rights where the **insured vehicle** is seized by the police, local authority or government agency, due to incorrect information being stored on the **Motor Insurance Database** which is as a result of your motor insurer, broker or insurance agent failing to correctly report your insurance cover to the **Motor Insurance Database.**
• The most **we** will pay for all claims arising from the same criminal proceedings is £100,000
	This policy will not cover:
	• An accident that was **your** fault
	• If the incident occurred before the start of the policy
	• Any expenses incurred before **your** claim is accepted
	• Any claim arising out of a contract **you** have with another person or organisation, such as a credit hire agreement
	• Fines for motoring or criminal offences and parking offences for which **you** don't get points on **your** licence
	• Criminal offences where **you** are alleged to be under the influence of drink or drugs or which allege dishonesty or intentional violence
	• Where the identity of the **insured vehicle** has been copied by somebody living with **you** or has lived with **you**.
	• Any losses other than legal costs incurred by **you** as a result of the identity of the **Insured Vehicle** being copied without **your** permission.
	• Claims caused by **you** failing to provide or update **your** motor insurer, broker or insurance agent with accurate information, for example providing the incorrect **insured vehicle** registration number;
	• Any claim against the insurance company, broker or insurance agent that arranged **your** motor insurance policy.
	• Any losses other than legal costs incurred by **you** as a result of the identity of the **insured vehicle** being copied without **your** permission.
	
	The most **we** will pay is £100,000 for all claims arising:
	• Out of the same accident involving **your insured vehicle**
	• From the same criminal proceedings

Duration

The motor legal expenses policy runs alongside **your** 1st Central motor insurance policy and does not exceed 12 months or the duration of **your** motor insurance policy.

Cancellation

You may cancel **your** policy and receive a full refund up to 14 days after its start or renewal date as long as no claims have been made. If **you** do not cancel **your** policy, it will remain in force for the term of the policy and **you** will be required to pay the premium. If **you** want to cancel **your** policy after 14 days no refund will be payable. Please contact the customer services team on 0333 043 2085.

Important information

This policy has been offered based on information provided by **you** when purchasing 1st Central motor insurance policy. If any of this information is incorrect, or changes during the term of **your** policy, please let 1st Central know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) supply accurate and complete answers to all the questions **we** or 1st Central may ask as part of **your** application for cover under the policy

b) to make sure that all information supplied as part of **your** application for cover is true and correct

c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** or 1st Central ask **you** when **you** take out, make changes to or renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current schedule, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

Who does it cover?

- The policyholder;
- Any other person authorised to drive or be a passenger in the **insured vehicle** covered under the motor insurance policy.

What criteria apply?

- The policyholder must have valid motor insurance policy throughout the duration of the motor legal expenses insurance.
- The **insured vehicle** must be specified in the motor insurance policy and driven by a person entitled to do so.
- At all times during **your legal action reasonable prospects of success** must exist.
- No cover if **you** did not hold a valid driving licence or the **insured vehicle** didn't have a valid MOT certificate or road fund licence or comply with any laws relating to its ownership or use, at the time of the incident.

Introduction

This is **your** Motor Legal Expenses Insurance Policy, master policy number 36863

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

Please take time to read this policy to make sure that is 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 1st Central 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.

Legal Helpline

How to get legal advice

Legal helpline

Your Motor Legal expense policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any personal related legal matter. This service is provided on **our** behalf by Carpenters Group. The advice **you** get 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.

Legal helpline: 0800 817 4903
You will be asked for a brief summary of the problem and these details will passed on to an adviser who will return **your** call.

Legal Assistance Online

As part of **your** Motor Legal Expenses policy, **you** have unlimited access to **our** online interactive legal service, that can help **you** create a range of motoring documents including challenging a parking fine or speeding offence, dealing with substandard maintenance work and buying or selling a vehicle. **You** can also search **our** online law guide for information on a wide range of motoring issues.

If **you** require guidance with the website, please call 0345 644 8966.

To access Legal Assistance Online visit
lawclubonline.co.uk and register using the registration code alpwheels2526.

This service is provided by Epoq Legal Ltd of
2 Imperial Place, Maxwell Road, Borehamwood,
Herts WD6 1JN.

How to make a claim

Motor Prosecution Defence

If **you** need to make a claim for Motor Prosecution Defence (Section 1) call **0800 817 4903** and quote master policy number 36863. **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.

Uninsured Loss Recovery

If **you** need to make a claim for Uninsured Loss Recovery (Section 2), please contact **1st Central** on **0333 043 2011.**

Once **your** policy has been validated **1st Central** will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

Vehicle Cloning, Motor Insurance Database Disputes

If **you** need to make a claim for Vehicle Cloning (Section 3) and Motor Insurance Database Disputes (Section 4) call **0800 817 4903** and quote master policy number 36863 . **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

Important information about making a claim

Appointing a solicitor

For all claims made under this legal expenses policy, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim. **We** will appoint a **legal representative** in **your** name and on **your** behalf.
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 f Freedom to choose the **legal representative** of the Policy Conditions on page 49 of this policy for an explanation of when **you** can choose the **legal representative.**

Reasonable prospects of Success

At all times during **your legal action, reasonable prospects of success** must exist in order for **us** to 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 at any time during **your legal action we** will stop providing cover for **your** claim.

If **we** stop providing cover for **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition a3 or a4 of the Policy Conditions on page 48 of this policy, **we** will not pay any **costs** incurred during **your** claim.

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

If **you** do not agree with the opinion of the **legal representative** appointed by **us** and **you** obtain an opinion, at your own cost, from another legally qualified adviser or expert appropriate to **your legal action** and they support **your** view, then **we** will offer a review of the case. The opinion of **your** chosen adviser or expert must be based on the same information that **you** provided to **us**.

We will appoint a barrister or other legally qualified adviser or expert appropriate to **your legal action** to conduct the review of the prospects of success and **we** will abide by their decision. **We** will pay for the **cost** of this review, and should they decide in **your** favour **we** will also pay any **cost** that **you** incurred for **your** chosen adviser or

expert's second opinion.

This review and any resulting decision will not affect **your** right to make a complaint as detailed in the How to make a complaint section of this policy.

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** Allianz Complaints Team, quoting master policy number **36863**, at:

Allianz Complaints Team, Allianz Legal Protection,
PO Box 5290
Worthing
BN11 9TB

Telephone: **0345 0700 886**
Email: alpcomplaints@Allianz.co.uk

You have the right to refer **your** complaint to the FInanical 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: 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.

If **your** complaint relates to the sale of this policy:
1st Central is committed to providing **you** with the best possible service, however, there may be times when 1st Central may not meet **your** expectations. **We** want **you** to let 1st Central know immediately if **you** are unhappy with the service **you** have received, and 1st Central will always do their best to resolve any complaint fairly.

Please refer **your** concerns to:

The Chief Executive Officer
First Central Insurance Management Ltd Capital House
1-5 Perrymount Road
Haywards Heath
West Sussex
RH16 3SY

0333 043 2077 Customer.Relations@1stcentral.co.uk

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.

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 an Uninsured Loss Recovery **legal action** which **you** are ordered to pay by a court or which **you** pay to **your** opponent with **our** written agreement. **We** will not pay for any opponent's legal costs or expenses **you** are ordered to pay should **you** be unsuccessful in a Motor Prosecution Defence **legal action**.

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 c3 of the Policy Conditions 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 Action

- The pursuit of civil proceedings and appeals against judgment following a road accident.
- The defence of criminal proceedings and appeals against judgment brought against you in relation to the insured vehicle;

Legal representative
The solicitor or other person appointed with **our** agreement to represent **you**.

Motor Insurance Database
Information held by the Motor Insurers Bureau (MIB) under Navigate, which is the name of the system used to hold a central record of all insured vehicles in the UK, which is managed by the MIB and is used by the Police and the Driver and Vehicle Licensing Agency (DVLA) to enforce motor insurance laws

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

Reasonable prospects of success
Where **your legal action** is a claim for Uninsured Loss Recovery there are **reasonable prospects of success** if the **legal representative** advises that the **legal action** is more likely than not to be decided in **your** favour at trial, or

other final hearing; and the **damages** claimed, and likely to be recovered, exceed the cost of pursuing the **legal action.**

Where **your** legal action is a Motor Prosecution Defence, **reasonable prospects of success** exists if the **legal representative** advises that **you** are more likely than not to succeed in defending the prosecution at trial, or other final hearing; or **you** are more likely than not to succeed in achieving a significant mitigation of the sentence or fine where **you** intend to plead guilty to the offence, or are advised to do so by **the legal representative**.

We explain in more detail how **we** will decide if **your legal action** has **reasonable prospects of success** under Important information about making a claim on page 12 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, Section 3 Vehicle Cloning and Section 4 Motor Insurance Database Disputes is Great Britain, Northern Ireland, Channel Islands and the Isle of Man. For section 2 Uninsured Loss Recovery, the **territorial limit** is extended to include any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

We, us, Our
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 cover for Motor Prosecution Defence and Uninsured Loss Recovery as described under sections 1, 2, 3 and 4. In addition to the terms described for each section, the General exclusions on page 13 and the General conditions on pages 14 - 15 apply to all sections of this policy

Section 1 – Motor Prosecution Defence

✓ **What is covered**

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 includes **costs** in respect of pleas in mitigation, provided that there is more than 50% prospect that such plea will materially affect the outcome. **You** must advise **us** of **your** summons no later than 7 days after receiving it.

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:
  - arose out of the legal use of the **insured vehicle;**
  - happened within the **territorial limit**; and
  - happened 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

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. Any criminal proceedings brought against **you:**
   - where **you** are alleged to be under the influence of alcohol or drugs; or
   - which relate to **your** deliberate criminal act or omission; or
   - which allege dishonesty or intentional violence.
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
6. Any criminal proceedings and civil claims arising from the illegal duplication or cloning of the **insured vehicle's** identity brought against **you**

Section 2 - Uninsured Loss Recovery

✓ What is covered

We will pay the **costs** incurred by the **legal representative** to take **legal action** against **your** opponent to recover **your damages** or any other uninsured losses arising from a road accident involving **your insured vehicle** (including damage caused by a collision with a pothole) that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and causes:
  - **your** death or bodily injury whilst **you** are in, on or getting into or out of the **insured vehicle**; or
  - damage to the **insured vehicle**; or
  - damage to property which **you** own or are legally responsible for and which is on or in the **insured vehicle**.
  - any other uninsured losses (including but not limited to alternative transportation **costs** that **you** have paid for, should **your** vehicle be unusable following the accident, loss of earnings as a result of the accident requiring **you** to take time off work or **your** policy excess).

The cover provided by this section also includes the **costs** of bringing a claim against the Motor Insurers Bureau where **your** opponent is unidentified or untraced.

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**

We will not provide cover for the following.

- Any claim arising out of a contract **you** have with another person or organisation, including but not limited to an agreement to defer the cost of hire car charges or repair **costs**, usually known as a credit hire or credit repair agreement.
- A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- 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.

Section 3 – Vehicle Cloning

✓ **What is covered**

We will pay the **costs** of **you** defending civil or criminal proceedings brought against **you** arising from the illegal use of the **insured vehicle's** identity by another person or organisation without **your** knowledge or consent.

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

× **What is not covered**

We will not provide cover for the following:

- Where the identity of the **insured vehicle** has been copied by somebody living with **you** or has lived with **you**.
- Any losses other than legal costs incurred by **you** as a result of the identity of the **Insured Vehicle** being copied without **your** permission.

Section 4– Motor Insurance Database Disputes

✓ **What is covered**

We will pay the costs in defending **your** legal rights where the **insured vehicle** is seized by the police, local

authority or government agency, due to incorrect information being stored on the **Motor Insurance Database** which is as a result of **your** motor insurer, broker or insurance agent failing to correctly report **your** insurance cover to the **Motor Insurance Database.**

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

× What is not covered

We will not provide cover for the following:

- Claims caused by **you** failing to provide or update **your** motor insurer, broker or insurance agent with accurate information, for example providing the incorrect **insured vehicle** registration number;
- Any claim against the insurance company, broker or insurance agent that arranged **your** motor insurance policy.
- Any losses other than legal costs incurred by **you** as a result of the identity of the **insured vehicle** being copied without **your** permission

What is not covered by Sections 1, 2, 3 and 4

We will not provide cover for the following.

- Any claim where **we** have been prejudiced as a result of **you** reporting 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**.
- 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 **legal action** on anything other than the standard basis. This will normally be because of **your** improper or unreasonable conduct during the **legal action**.

Policy exclusions

- 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.
- Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 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.
- 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.

- Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- Any fines or other penalties awarded against **you** by a court or tribunal.

Policy conditions

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

a. **You** must:
   1. 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, or as soon as reasonably practicable providing there has been no prejudice to **us**.
   2. Not appoint a **legal representative** to represent **you** in **your legal action**.
   3. 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**.
   4. 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.
   5. Not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**.
   6. Get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your legal action**.
   7. 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.
   8. Instruct the **legal representative** to keep to Condition b below.

If **you** do not keep to Condition a3, a4 or a5 **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.

b. The **legal representative** must:
   1. Get **our** written permission before instructing a barrister or other legally qualified adviser or expert in respect of **your legal action**.
   2. 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.**
   3. 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**.
   4. Report the result of **your legal action** to **us** at the first opportunity after it is finished.
   5. Take all reasonable steps to recover **costs** from **your** opponent and pay them to **us.**

c. **We** will have the right to do the following.
   1. Appoint the **legal representative** in **your** name and on **your** behalf.
   2. 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**.
   3. Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your legal action**.
   4. 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.

5. Stop providing cover for **your** claim if, at any time during **your legal action reasonable prospects of success** no longer exist. If, after **we** stop providing cover for **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.
6. 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.
7. Settle **your** claim by paying the amount in dispute. If **we** do this, 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.)
8. Settle the costs covered by this policy at the end of **your legal action.**

d. **Your** agreement with others
We will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

e. 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.

f. 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 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 51 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 exclusions described under the policy, the following General conditions also 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 subject to no claim under this policy during this time.

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 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.

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 the address of the broker or intermediary who deals with **your** motor policy.

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:
- **we** are required to do so because of a change in the law; or
- **we** are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- 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:

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

f. Fraud

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

- makes any false or fraudulent claim;
- makes any exaggerated claims;
- supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused; **we** will:
    - refuse to pay the whole of the claim; and
    - 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 been 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:

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

a. 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 Summary

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: Allianz .co.uk/privacy-notice.html.

If **you** would like a printed copy of **our** Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to **us** about **you** or other people named on the policy, quote or claim. It is **your** responsibility to let any named person know about who **we** are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies

within Allianz Holdings.

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.

If **you** wish to exercise any of **your** data protection rights **you** can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**

Email: datarights@Allianz.co.uk

Address: Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

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

Email: dataprotectionofficer@Allianz.co.uk

Address: Data Protection Officer,
Allianz Insurance plc,
PO Box 5291
Worthing
BN11 9TD

Our regulator

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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