Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz SE Group, one of the world’s leading financial services providers and insurer of over 50 million vehicles worldwide.
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Introduction

Your Allianz Clear Commercial Vehicle policy is made up of several parts which must be read together as they form your contract.

Please take time to read all parts of this policy to make sure they meet your needs and that you understand the cover provided and the general exclusions and general conditions that apply. If you wish to change anything or if there is anything you do not understand, or any statement is incorrect, please contact your insurance advisor.

The parts of this policy are:
- this introduction; the General definitions; the Cover provided; the General exclusions and General conditions, all of which apply to all sections of this policy
- the schedule, which includes all endorsements applied to this policy while it is in force.
- the certificate of motor insurance
- the Statement of Facts (only applicable where an application form was not required).

Any word or expression in this policy which has a specific meaning has the same meaning wherever it appears in this policy. These words are highlighted in bold.
Allianz will insure you in accordance with and subject to the terms of this policy, in consideration of the payment to Allianz of the premium for the period of insurance.

Signed on behalf of Allianz

Jonathan Dye
Chief Executive

Financial Services Compensation Scheme:
If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at

www.fscs.org.uk
enquiries@fscs.org.uk
FSCS on 0800 678 1100 or 0207 741 4100
General definitions

The terms below have their meaning shown next to them and appear in bold throughout your policy.

Certificate of motor insurance
The document issued by us showing that this policy provides the cover you need by law to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive your vehicle and the purposes for which your vehicle can be used.

Endorsement
Changes to the terms of your policy which will be shown in your schedule.

Excess/Excesses
The amount you will have to pay if you make a claim regardless of who was to blame. The excess amounts are shown in this policy but other additional excesses may be shown in your schedule.

Hazardous Goods
Hazardous goods means any goods requiring the display of hazard warning (Hazchem or ADR) panels and/or Trem cards whilst the goods are being carried.

Insurance Advisor
This is the person who you arranged your insurance with.

Spouse/Civil Partner
The person you are legally married to or have entered a legal Civil Partnership with.

Market value
The cost of replacing your vehicle at the time of the loss or damage, taking into account its make, model, specification, age, mileage and condition.

This will not exceed the estimate of value that you last gave to us.

Period of insurance
The period you are covered for as shown on your certificate of motor insurance and schedule.
Prejudicial Claim
Any claim made against your policy that has either resulted in us making a payment and we are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

Schedule
A document which includes your details and specifies the cover provided by your policy and any endorsements applying to your policy.

Statement of Facts
A record of the information you have provided us with.

Territorial limits
Great Britain, Northern Ireland, The Channel Islands, The Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our, Allianz Allianz Insurance plc.
You, your, yourself The insured named on the schedule.
Your vehicle Any vehicle and accessories in, on or attached to it, as described in paragraph 1 of your current certificate of motor insurance or your policy schedule.
Claims information

claims START is a service from Allianz to help you through the early stage of making a claim.

An immediate call to claims START on 0345 6000 676 will ensure that your claim is handled quickly and smoothly. This number is open 24 hours a day, 365 days a year.

claims START provides the following services:

- The first point of call to notify a motor accident, damage to your windscreen, vandalism or theft of your vehicle – regardless of fault.
- Experienced claims handlers at the end of the telephone 24 hours a day, 365 days a year.
- No need to complete a claim form.
- Priority service and speedy repair of your vehicle at one of our national approved repairers.
- If your vehicle is below 3.5 tonnes it can be repaired by one of our national approved repairers; they will provide you with use of a small van whilst your vehicle is being repaired following a claim that has been accepted under this policy.
- All repairs are guaranteed for 5 years.
Accidents outside of the UK
If your vehicle is involved in an accident whilst being driven outside the United Kingdom, you will need to call 01483 218200 if calling from the United Kingdom or 00 44 1483 218200 if calling from abroad.

Legal advice helpline
Your Clear Commercial Vehicle policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. We may record the calls for your and our mutual protection and our training purposes.

The advice you get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0370 241 4140

When you call Lawphone please state that you are an Allianz policyholder and quote master policy reference number 28614. You will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return your call.
Complaints procedure

1. **Our** aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

2. **We** will always confirm to **you** the receipt of your complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let you know when an answer may be expected.

3. 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.

4. If **you** have a complaint please contact **our** Customer Satisfaction Manager via the options on the opposite page.

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

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 to access the Online Dispute Resolution Service. Please quote our e-mail address: allianzretailcomplaints@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.
The cover provided

All sections of your policy apply unless your schedule shows endorsements saying otherwise.

The General exclusions and General conditions at the back of this policy apply to all sections.

Changes to your circumstances

Please contact your insurance advisor if there are any changes to your circumstances which could affect your insurance. There are some changes that you should tell us about before they happen, for example, if you intend to change your vehicle or if you wish to include other drivers.

Please refer to General Condition 11 of this policy.

If your circumstances change and you do not tell us, you may find that you are not covered if you need to make a claim.

Section 1 – Your liability to others

What is covered in section 1

1a Cover we provide for you

We will pay all the amounts you may become legally responsible for in respect of:

- accidental death of or bodily injury to any person; or
- accidental damage to anyone’s property. The indemnity is limited to £5,000,000 including all costs (or any higher limits provided for by local legislation in territories outside the United Kingdom but within the territorial limits) for any one occurrence or series of occurrences arising from one cause. Whilst your vehicle is carrying any hazardous goods, the indemnity is limited to £1,250,000 for any one occurrence or series of occurrences arising from one cause.

caused by or arising out of:

i the use of
ii goods falling from or
iii the operations of loading and unloading your vehicle
What is covered in section 1 (continued)

1b We will also provide the same cover as 1a above in respect of
   i any disabled mechanically propelled vehicle which is being towed by your vehicle
   ii any trailer or caravan owned by you or for which you are responsible whilst it is
      a) attached to your vehicle
      b) detached from any vehicle
Provided that you are not entitled to indemnity under any other policy we will also indemnify you (and no other person) in respect of any trailer or caravan described above whilst it is attached to a vehicle which is neither owned by you nor in your custody or control.

2 Cover we provide for other people
   We will cover the following people for legal liabilities to others:
   • Anyone you allow to drive or use your vehicle as long as they are entitled to drive by your current certificate of motor insurance and schedule and are using your vehicle within the limitations of use specified in your certificate of motor insurance.
   • Anyone travelling in, getting into or out of your vehicle.
   • All companies forming the insured as though separate policies had been issued in their individual names.
   • Any principal of the insured provided that the insured would have been entitled to cover if the claim had been made against the insured.

3 Your legally appointed representatives
   After the death of anyone who is insured under this policy, we will protect that person’s estate against any liability they had if that liability is insured under this policy.
Section 1 – Your liability to others (continued)

What is covered in section 1 (continued)

4 Legal fees and expenses
   If there is an accident insured under this policy we will, subject to our written agreement, arrange and pay for:
   • a solicitor or barrister to represent anyone insured under this policy at a coroner’s inquest or criminal court;
   • defending anyone covered under this policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

5 Emergency Treatment
   If there is an accident insured by this policy, we will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.

What is not covered in section 1

We will not cover:
   Liability for causing the death of or bodily injury to any employee in the course of their employment by anyone insured by this policy unless cover is compulsory under motor insurance legislation within the territorial limits of this policy.
   Liability for loss of or damage to property which belongs to, or is held in trust by you, or is in your care custody or control.
   Liability for loss of or damage to property which belongs to, is held in trust by, or is in the care custody or control of anyone you allow to drive your vehicle and who is entitled to drive by your certificate of motor insurance.
   Loss of or damage to your vehicle or any trailer or caravan being towed by your vehicle.
   Liability incurred by anyone who is covered under any other insurance.
   Liability caused by using your vehicle and/or any trailer on any part of an aerodrome, airport, airfield or military base where aircraft can go.
What is not covered in section 1 (continued)

Damage to any bridge, viaduct, weigh-bridge, road or anything beneath by vibration or by the weight of your vehicle and its load if your vehicle and/or trailer exceeds the maximum gross vehicle, plated or train weighted permitted by the relevant law.

Liability arising out of the operation as a tool, of any plant forming part of your vehicle or any trailer (other than a lifting device for self loading) except so far as is necessary to meet the requirements of any compulsory motor insurance legislation.

Loss or damage to any vehicle or trailer being towed or any property being carried in or on it.

Liability arising from

- the use of any heating, welding, cooking or similar equipment or plant in or on your vehicle or any trailer
- the explosion of any pressurised container in or on your vehicle or trailer or which forms part of any plant attached to your vehicle or trailer except as required by compulsory motor insurance legislation.

Liability caused by any manufacture, construction, alteration, repair directly or indirectly caused in connection with using your vehicle or trailer.

Liability caused by food poisoning, or anything contained in goods supplied, or any harmful or incorrect treatment given at or from your vehicle or trailer.
Section 2 – Loss of or damage to your vehicle

What is covered in section 2

We will, at your request, pay for:

- loss of or damage to your vehicle up to the market value of your vehicle; if we repair your vehicle we may use alternative parts not supplied by the original manufacturer.
- the cost of draining your vehicle’s fuel tank due to accidental misfuelling and of repairing any damage caused to your vehicle’s engine as a consequence of it.
- the cost of protecting and removing your vehicle to the nearest repairer and the cost of delivering your vehicle back to you after it has been repaired as long as your home is in the United Kingdom, Channel Islands or the Isle of Man.
- replacement or repair of your vehicle’s windscreen or windows.

Replacing your vehicle

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

- stolen and not recovered within 28 days of you reporting the theft to us; or
- damaged to the extent that the cost of repair is more than 50% of an identical new vehicle at the time of loss or damage (based on the manufacturers last United Kingdom list price).

we will only do this if

- you have owned your vehicle (or it has been hired to you under a hire-purchase agreement or personal contract hire agreement) since it was first registered as new;
- The loss or damage happens before your vehicle is one year old;
- We have your permission or the hire purchase company’s permission to replace your vehicle;
- Your vehicle is under 3.5t gross vehicle weight, is in current production and available in the United Kingdom.
What is covered in section 2 (continued)

If your vehicle is on lease hire, hire purchase or personal contract hire, we may be required to pay the owner for damage to your vehicle. In that event our payment will be in full and final settlement of our liability under this section.

<table>
<thead>
<tr>
<th>Obsolete and Spare Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>If any part or accessory is not available, the most we will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus a fitting cost.</td>
</tr>
<tr>
<td>If the part is not listed in the manufacturers last United Kingdom price list we will pay the cost of an equivalent part plus the fitting cost.</td>
</tr>
<tr>
<td>If no equivalent part is listed the most we will pay is £250.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Salvage</th>
</tr>
</thead>
<tbody>
<tr>
<td>If we are going to settle your claim by replacing your vehicle or by paying you the market value, your vehicle will become our property.</td>
</tr>
<tr>
<td>If your vehicle has a personalised registration you may retain this, subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.</td>
</tr>
</tbody>
</table>
Section 2 – Loss of or damage to your vehicle (continued)

What is not covered in section 2

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

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

Any amount over £750 for loss of or damage to audio communication, navigational, or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra for your vehicle when built. Such equipment must be permanently fitted to your vehicle and operated exclusively by your vehicle’s electrical system.

Fire, theft and malicious damage excess
You will have to pay the first £150 of any claim made for fire, theft or attempted theft or malicious damage.

Windscreen damage excess
If your claim is only for repair or replacement of your vehicle’s windscreen or windows or for bodywork scratched as a direct result of a damaged windscreen or window you will have to pay the first –

- £75 for replacement using our approved repairer Autoglass
- £nil for repair using our approved repairer Autoglass
- £100 for replacement or repair using any other repairer.

Accidental damage excess
If your claim is not for fire, theft, malicious damage or windscreen, you will have to pay the excess shown in the category of driver table below. These excesses are additional to any other excess which may apply (please refer to your schedule).

<table>
<thead>
<tr>
<th>Category of driver</th>
<th>Experienced</th>
<th>Inexperienced</th>
</tr>
</thead>
<tbody>
<tr>
<td>17 to 20</td>
<td>£350</td>
<td>£350</td>
</tr>
<tr>
<td>21 to 24</td>
<td>£250</td>
<td>£350</td>
</tr>
<tr>
<td>25 or over</td>
<td>£150</td>
<td>£250</td>
</tr>
</tbody>
</table>
What is not covered in section 2 (continued)

An inexperienced driver is someone who has not held a full licence issued in the European Union, Great Britain, Northern Ireland, the Channel Islands or the Isle of Man for at least one year.

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

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

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

Loss of or damage caused directly or indirectly by fire if your vehicle is equipped for the cooking and/or heating of food and/or drink.

Loss or damage arising from confiscation, requisition or destruction of your vehicle by or under order of any Government, Public or Local Authority.

Loss of value following repairs to your vehicle.

Loss of use of your vehicle or other indirect loss.

The cost of reinstating or replacing data of any type that was held in or stored on any equipment in your vehicle.

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

Any loss or damage as a result of theft of or the unauthorised taking of your vehicle by a family member or anyone who lives with you, unless you report them to the police for taking your vehicle without your consent.
**Section 3 – Medical expenses**

_We_ will pay medical, surgical and dental fees up to £100 for each person being carried in _your vehicle_ if they are injured in an accident involving _your vehicle_.

**Section 4 – Personal belongings**

**What is covered in section 4**

_We_ will pay, at _your_ request, up to £100 for personal belongings while in or on _your vehicle_ if they are lost or damaged by an accident, fire, theft or attempted theft.

**What is not covered in section 4**

_We_ will not pay for loss of, or damage to:

- money including cash, cheque books, credit, debit, cheque and loyalty cards;
- tickets vouchers documents or securities (financial certificates such as shares and bonds);
- jewellery including watches;
- mobile phones; or
- goods, samples or business equipment which _you_ or any person insured by this policy carry in connection with any trade or business.

_We_ will not pay for any loss following theft or attempted theft if _your vehicle_ was unoccupied at the time of the loss, unless _your vehicle_ was locked and the ignition key or other removable ignition device was not in or on _your vehicle_.

*Note: The text is a simplified representation of the original document.*
## Section 5 – If you or your spouse or civil partner are involved in an accident

<table>
<thead>
<tr>
<th>What is covered in section 5</th>
<th>What is not covered in section 5</th>
</tr>
</thead>
</table>
| If you or your spouse or civil partner are in an accident while travelling in your vehicle or getting into or out of any motor car and this is the only cause of death or bodily injury to you or your spouse or civil partner, we will pay £5,000 per person if you or your spouse or civil partner die, suffer the total and permanent loss of sight in one or both eyes or lose any limbs. We will only pay for one benefit for death or injury to each person for any one injury in any one period of insurance. | We will not cover:  
- death or loss of sight or limb if this happens more than three months after the accident.  
- any loss under this section if you are a firm, company or more than one person.  
- any loss due to:  
  - deliberately injuring yourself or spouse or civil partner;  
  - suicide or attempted suicide;  
  - any injury caused by a natural disease or weakness; or  
  - any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens. |
Section 6 – Replacement locks

We will cover the cost of changing locks on your vehicle if the keys, transmitter or immobiliser key have been lost or stolen provided you report the loss to the Police within 24 hours of discovering it.

The maximum we will pay for any one claim is £1,000.
Section 7 – Foreign travel

The policy provides the minimum cover you need by law to use your vehicle in the following countries:

**Territorial limits** – Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

Provided that:

- **your vehicle** is otherwise permanently kept in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **your** main permanent address is in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **your** visits are temporary.

If you wish to increase the level of cover up to the cover shown on your schedule, you must tell your insurance advisor or contact Allianz. If we agree to extend cover we may charge an additional premium or apply terms or both.
Section 8 – No claim discount (NCD)

**We** will give **you** a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

**Claims that will not reduce your no claim discount:**

- Claims **we** pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that **you** are able to meet the conditions of Section 9 – Uninsured Drivers.

If **you** do not make a claim **your** NCD will continue to increase at each renewal up to a maximum of 9 years.

If **you** have not chosen to protect **your** NCD, each claim in the period of insurance will reduce the discount by two years. Each subsequent claim will reduce the discount by another two years.

If **you** have chosen to protect **your** NCD and paid an extra premium for this, **we** will not reduce **your** discount if **you** have made only one claim. If **you** make more than one claim in the period of insurance **your** NCD will be reduced by two years for each additional claim made.

The tables opposite show how this works both with and without NCD protection.
### NCD Years without no claims discount protection

<table>
<thead>
<tr>
<th>NCD Years at inception or last year’s Allianz renewal</th>
<th>NCD Years at next Allianz Renewal without no claims discount protection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prejudicial Claims since the beginning of the period of insurance</td>
</tr>
<tr>
<td></td>
<td>None</td>
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<td>0</td>
<td>1</td>
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<td>2</td>
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<td>8</td>
<td>9</td>
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<tr>
<td>9+</td>
<td>9</td>
</tr>
</tbody>
</table>

### NCD Years with no claims discount protection

<table>
<thead>
<tr>
<th>NCD Years at inception or last year’s Allianz renewal</th>
<th>NCD Years at next Allianz Renewal with no claims discount protection</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prejudicial Claims since the beginning of the period of insurance</td>
</tr>
<tr>
<td></td>
<td>None</td>
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<tr>
<td>0</td>
<td>1</td>
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<td>2</td>
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<td>7</td>
<td>8</td>
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<tr>
<td>8</td>
<td>9</td>
</tr>
<tr>
<td>9+</td>
<td>9</td>
</tr>
</tbody>
</table>

You will not be able to protect your NCD if you have earned less than 4 years NCD at the beginning of the period of insurance.
Section 9 – Uninsured drivers

If you make a claim following an accident and the driver of the other vehicle is not insured you will not lose your no claim discount or have to pay any excess as a result of that accident provided:

- we establish that the accident is not your fault and
- you are able to provide details of the other vehicle’s make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay your excess when you first claim and you may also temporarily lose your no claim discount. If subsequently we are satisfied that the accident was not your fault we will repay your excess, reinstate your no claim discount and refund any premium which may be due to you.
General exclusions applying to all parts of this policy

What is not covered

1. We will not cover loss or damage or legal liability directly or indirectly caused by:
   • ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
   • the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.

2. We will not cover loss, damage, injury or liability as a result of:
   • earthquake;
   • underground fire; or
   • war, invasion, revolution or any similar event.

   However, we will provide the cover you need by any compulsory motor insurance legislation in force within the territorial limits of this policy.

3. We will not cover any claim or damage arising while your vehicle is being:
   • driven by anyone who is not mentioned in the Person or classes of persons entitled to drive section noted in your current Certificate of Motor Insurance; or
   • used for a purpose which is not permitted by your Certificate of Motor Insurance.

   However, this exclusion does not apply to:
   • Claims under Section 2 (Loss of or Damage to your vehicle) and
   • the cover given to you (and no other person) under Section 1 (Your liability to others)
   while your vehicle is being used without your authority or by a motor trader for servicing or repair.
General exclusions applying to all parts of this policy (continued)

What is not covered (continued)

4 We will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless we have to meet any compulsory motor insurance legislation.

5 We will not cover loss, damage, liability, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion an act of terrorism means;

- the use, or threatened use, of biological, chemical and/or nuclear force by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

- any act deemed by the government to be an act of terrorism.

6 We will not cover any loss damage or liability caused directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the period of insurance.

All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion shall not apply where we have to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.

7 Loss damage or liability arising out of or as a result of any agreement or contract you have entered into.

8 We will not cover any loss damage or liability caused directly or indirectly by the carriage of hazardous goods in or on your vehicle or trailer except as required by compulsory motor insurance legislation.
What is not covered (continued)

9  **We** will not pay more than **our** legal liability under compulsory motor insurance legislation for any claim, if the driver of **your vehicle**, at the time of the accident:

- is found to be over the permitted limit for alcohol
- is unfit to drive through drink or drugs, whether prescribed or otherwise
- fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

If **we** are obliged to make a payment in such circumstances **we** reserve the right to seek to recover any such amounts from **you** or the driver of **your vehicle**.
General conditions applying to this policy

1 Premiums
You shall pay the premium or any premium instalment on demand.
If you pay your premium by instalments, in the event that you fail to pay one or more instalments whether in full or in part, we will cancel the policy in line with General Condition 10 of this policy.

2 Taking care of your vehicle
You must do all you reasonably can to protect your vehicle from damage or theft and keep it in a good and roadworthy condition. Where required by law, your vehicle must have a current Department for Transport test certificate (MOT). If we ask, you must allow us, or our representative, to inspect your vehicle at any reasonable time.

3 Claims
In the event of a claim:
You must not admit fault or responsibility or pay/offer or agree to pay any money or settle any claim without our permission.
You must tell us at your first opportunity about any claim or incident that may lead to a claim and give us any information relevant to the claim that we may ask for.
You must co operate with us at all times.
We can, in your name;
• take over defend and settle a claim; and
• take proceedings at our own expense and for our own benefit to recover any payment we have made under this policy.

4 Keeping to the terms of the policy
We will only give you the cover described in the policy if:
• any person claiming has met all the conditions as far as they apply; and
• any declarations made and information given to us verbally electronically or in writing on the application or Statement of Facts on which this policy is based is complete and correct as far as you know.

5 Other insurances
We will not make any payment if there is cover under any other insurance.
6 **Compulsory insurance**
If the law of any country in which this policy covers you says we must pay a claim which we would otherwise not have paid, then we are entitled to recover such payments from you.

7 **Fraud**
If you or anyone acting on your behalf makes a claim which is in any way false or fraudulent or supports a claim by false or fraudulent statement, device or documents, including inflating or exaggerating a claim you will lose all benefit and premiums you have paid for this policy. We may recover any sums that we have already paid under the policy.

8 **Arbitration**
If we accept your claim but you do not agree with the amount we will pay you, we will refer the matter to an arbitrator chosen by you and us. You cannot take any action against us until you and we have received the arbitrator’s final decision.

9 **Reflection period**
*(applicable to new policies and renewals)*
You may cancel this policy within 14 days of the date you receive it. If you wish to do this, please contact your insurance advisor. Your policy will be cancelled from the date you request, or the date your request is received, whichever is the later. If you choose to do this, and provided your request is received on or before the 14th day, you are entitled to a refund of the premium you have paid for this insurance. We will charge a pro-rata premium plus £15 plus Insurance Premium Tax to cover our operational costs which is subject to a minimum amount payable of £25 plus Insurance Premium Tax except where an incident has occurred which may give rise to a prejudicial claim, in which case the full annual premium will be payable to us.

10 **Cancelling your policy**
*(outside the Reflection period)*
We may cancel this policy by giving you seven days notice in writing to your last known address. If this happens we will refund the part of the premium that you have not yet used.
General conditions applying to this policy (continued)

We may cancel your policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this policy;
- where you are required in accordance with the terms of your policy to co-operate with us, or send us information or documentation and you fail to do so in a way that materially affects our ability to process a claim, or our ability to defend our interests;
- failure when requested to supply us with other relevant documentation or information that we need;
- where we reasonably suspect fraud or misrepresentation;
- changes to your policy details or circumstances that we do not cover under our policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of our staff or suppliers.

If you wish to cancel this policy, please contact your insurance advisor. Your policy will be cancelled from the date you request, or the date you contact your insurance advisor, whichever is the later.

If you cancel the policy before the first renewal date we will refund the part of the premium you have not yet used less a charge of £50 plus Insurance Premium Tax except where an incident has occurred that may give rise to a prejudicial claim. If such an incident has occurred the full annual premium will be due to us.

If you cancel the policy after the first renewal date we will refund the part of the premium you have not yet used less a charge of £25 plus Insurance Premium Tax except where an incident has occurred that may give rise to a prejudicial claim. If such an incident has occurred the full annual premium will be due to us.

11 Changing your details
You must tell us about any changes that may affect your policy cover. If we are not informed of any changes or corrections this may affect your ability to claim under your policy.
Changes you must tell us about before continuing to use your vehicle:

If you want to

- change your vehicle
- make any changes to your vehicle that make it different from the manufacturer’s standard UK specification;
- use your vehicle for a purpose not permitted in your Certificate of Motor Insurance;
- add a new driver.

Changes you must tell us about at your first opportunity:

If you

- change your address, or where you normally keep your vehicle;
- or any other driver covered by your policy, are convicted of a criminal or motoring offence including fixed penalty notices;
- or any other driver covered by your policy, have a prosecution pending for any motoring offence;
- or any driver covered under your policy become unemployed or change occupation, including any part-time work;
- or any other driver have had changes made to the status of your or their driving licence;
- become aware of any physical or medical condition of any driver which may affect your or their ability to drive;
- exceed your stated annual mileage; or
- or any driver covered under your policy have a change of name due to marriage or via Deed Poll.

When you tell us of a change of details we will reassess the premium and terms of your policy. You will be informed of any revised premium (which will include a charge of £10 plus Insurance Premium Tax to cover operational costs) or terms and asked to agree before any change is made.

To reduce costs we will not refund or charge amounts less than £25 plus Insurance Premium Tax.

In some circumstances we may not be able to continue your policy following the changes, where this happens you will be told and the policy will be cancelled in line with the provisions of General Condition 10.
General conditions applying to this policy (continued)

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

13 Choice of law
Unless We agree otherwise:
- the language of this policy and all communications relating to it will be English; and
- all aspects of this policy including negotiation and performance are subject to English law and the decisions of English courts.

14 Vehicle sharing
Your policy also covers your vehicle when you are paid for carrying passengers for social reasons, as long as:
- your vehicle is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- you do not profit from the total amount of money you are paid for the journey.

If you have any doubts as to whether or not any vehicle sharing you have arranged is covered by this policy, please contact us or your insurance advisor.

15 Paying by instalments
If you pay your premium by the Allianz Premium Instalment Plan, when your policy is due for renewal it will be renewed automatically which saves you the worry of remembering to contact us prior to the renewal date.

We will write to you 14 days before your policy expires with full details of next year’s premium and policy terms. We will also issue you with a new certificate of motor insurance.

If you do not want to renew this policy, contact your insurance advisor, prior to the renewal date so that we do not take payment, with clear instructions that you do not wish to renew.

If your request to cancel your policy is received within 14 days of the renewal date, your policy will be cancelled in line with the provisions of General Condition 9. If your request is received after this 14 day period your policy will be cancelled in line with the provisions of General Condition 10.
If we decide not to renew your policy we will notify you in writing 14 days prior to the renewal date.

16 Renewal
Regardless of your claims history, your no claim discount or whether you have paid for no claim discount protection at renewal we have the right to amend your policy terms and conditions.

This includes:
• imposing terms such as the application of excesses or endorsements;
• increasing your premium;
• excluding cover;
• amending the policy wording;
• changing your payment type; and/or
• declining to renew your policy.

We will notify you in writing of any such action prior to the renewal date of your policy.

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

18 Proof of no claims
If you have declared to us that you are entitled to a No Claim Discount in respect of the vehicle covered under this policy we will require proof of this No Claim Discount in writing, unless we otherwise agree. If you do not provide this proof your policy may be invalid or we may change the terms or premium. Your period of no claims must have been earned on a private car or commercial vehicle policy in the United Kingdom which expired no more than two years before the start of this policy.
Protecting your vehicle and belongings

The following information is for guidance only; it does not form part of your policy

Remove the ignition key or other removable ignition device when you get out of the vehicle, even when parking in your own drive or at a petrol station. Your policy may not cover you if your vehicle is unoccupied with the keys inside it or on it.

If you can, leave the vehicle in a locked garage and lock your vehicle and the garage. If you do not have a garage, try to park in a well-lit, open space.

Don’t leave money, credit cards or cheque books in the glove compartment.

Don’t leave any belongings in your vehicle. A thief won’t know that a bag or coat doesn’t contain something valuable and might break a window to get at it. If you can’t take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your vehicle.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the vehicle has actually locked before you leave it. Your policy may not cover you if you do not protect your vehicle against damage or theft.

**Remember!** Your policy may not cover loss of your vehicle, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied vehicle.
When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark® car parks – details of approved Park Mark® car parks can be found on www.parkmark.co.uk

Never leave your vehicle documents in the vehicle; they could help a thief to sell it.

Etch the vehicle’s registration number on all glass surfaces – windows, sunroofs etc. Thieves don’t want the expense of replacement.

If your vehicle is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or an expensive vehicle.

At home, ensure your vehicle keys are kept in a safe place, out of sight and away from windows and doors.
Notes