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 cars worldwide.
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Introduction

**Your Allianz** Clear Private Car 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 car and the purposes for which your car can be used.

Endorsement
Changes to the terms and conditions 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.

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 car 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 car
Any car 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 car – 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 car at one of our national approved repairers.
- If your car can be repaired by one of our national approved repairers, they will provide you with use of a Class A (small hatchback) motor car whilst your car 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 car 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.

The lines are open 24 hours a day, 365 days a year.

United Kingdom
01483 218200

Abroad
00 44 1483 218200

Legal advice helpline
Your Clear Private Car 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.
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

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

Cover under your policy is comprehensive and all sections 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 legally have to pay as a result of using your car and any trailer, caravan or vehicle being towed by it if you:

- cause the accidental death of or bodily injury to any person; or
- cause accidental damage to anyone’s property.

In respect of accidental damage to property we will not pay any more than £20,000,000 including all costs (or any higher amount or any higher limit 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.

1b Driving other cars

If your current certificate of motor Insurance includes driving other cars, this policy provides the same cover as 1a above when you are driving any other car provided:

- You do not own or have not hired the car under a hire purchase or lease hire agreement
- The car must have valid cover in force under another insurance policy

2 Cover we provide for other people

We will cover the following people for legal liabilities to others:

- You have the owner’s permission to drive the car
- The car is being driven in Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.
- You are 25 years of age or over
- You are not a company, firm or more than one person and
- The car is being used within the limitations of use shown in your current certificate of motor insurance.

- Anyone you allow to drive or use your car as long as they are entitled to drive by your current certificate of motor insurance and your schedule and are using your car within the limitations of use specified in your certificate of motor insurance
- Anyone travelling in, getting into or out of your car.
- The employer of anyone you allow to drive or use your car as long as they are entitled to drive and this use is covered by your current certificate of motor insurance.
## Section 1 – Your liability to others (continued)

### What is covered in section 1 (continued)

<table>
<thead>
<tr>
<th>3</th>
<th>Your legally appointed representatives</th>
</tr>
</thead>
<tbody>
<tr>
<td>After the death of anyone who is insured under this policy, <strong>we</strong> will protect that person’s estate against any liability they had if that liability is insured under this policy.</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>5</th>
<th>Emergency medical treatment</th>
</tr>
</thead>
<tbody>
<tr>
<td>If there is an accident insured by this policy, <strong>we</strong> will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.</td>
<td></td>
</tr>
</tbody>
</table>

### 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 car** and who is entitled to drive by **your** current **certificate of motor insurance**.

- Liability for loss of or damage to a car being driven by **you** under section 1b ‘Driving other cars’

- Liability incurred by anyone covered under any other insurance.

- Liability caused by using **your car** on any part of an aerodrome, airport, airfield or military base where aircraft can go.

- Loss of or damage to any trailer, caravan or vehicle being towed by **your car**.
## Section 2 – Loss of or damage to your car

### What is covered in section 2

#### Damage to your car

We will, at your request, pay for:

- loss of or damage to your car up to the market value of your car; if we repair your car we may use alternative parts not supplied by the original manufacturer.
- the cost of replacing a child's car seat fitted in your car with a new one of the same or similar model if the existing seat is being used and is damaged as a result of a road traffic accident.
- the cost of draining your car's fuel tank due to accidental misfuelling and of repairing any damage caused to your car's engine as a consequence of it.
- the cost of protecting and removing your car to the nearest repairer and the cost of delivering your car 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 car's windscreen, windows or sunroof.

#### Replacing your car

We will, at your request, replace your car with a new one of the same make, model and specification if your car 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 the price of an identical new car 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 car (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 car is one year old;
- we have your permission or the hire-purchase company’s permission to replace your car;
- your car is in current production and available in the United Kingdom.

If your car is on lease hire, hire purchase or personal contract hire, we may be required to pay the owner for damage to your car. In that event our payment will be in full and final settlement of our liability under this section.
Section 2 – Loss of or damage to your car (continued)

What is not covered in section 2

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

Loss or damage to your car 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 car when built.

Such equipment must be permanently fitted to your car and operated exclusively by your car’s electrical system.

Fire, theft and malicious damage excess
You will have to pay the first £120 of any claim made for fire, theft, attempted theft or malicious damage.

What is covered in section 2 (continued)

Electric vehicles – Leased batteries
In the event of loss or damage insured under this section, we may be required to make our payment to the owner of your car’s battery, or batteries, if the battery is leased or hired.

Obsolete and Spare Parts
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.

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.

If no equivalent part is listed the most we will pay is £250.

Salvage
If we are going to settle your claim by replacing your car or by paying you the market value, your car will become our property.

If your car has a personalised registration you may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.
What is not covered in section 2 (continued)

Windscreen Damage Excess
If your claim is only for repair or replacement of your car's windscreen, windows or sunroof or for bodywork scratched as a direct result of a damaged windscreen, window or sunroof 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

We encourage the use of repair rather than replacement where possible.

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).

Category of driver

<table>
<thead>
<tr>
<th>Driver’s Age</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>£120</td>
<td>£250</td>
</tr>
</tbody>
</table>

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 value following repairs to your car.

Loss of use of your car or other indirect loss.
**Section 2 – Loss of or damage to your car** (continued)

<table>
<thead>
<tr>
<th>What is not covered in section 2 (continued)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Loss or damage arising from confiscation, requisition or destruction of <em>your car</em> by or under order of any government, Public or Local Authority.</td>
<td>The cost of reinstating or replacing data of any type that was held in or stored on any equipment in <em>your car</em>.</td>
</tr>
<tr>
<td>Any damage caused deliberately by <em>you</em> or anyone else insured under this policy.</td>
<td>Any loss or damage as a result of theft of, or the unauthorised taking of, <em>your car</em> by a family member or anyone who lives with <em>you</em>, unless <em>you</em> report them to the police for taking <em>your car</em> without <em>your</em> consent.</td>
</tr>
</tbody>
</table>
Section 3 – Medical expenses

Following an accident involving your car we will pay:
- medical, surgical and dental fees up to £200 for each person
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets)

if they are injured while travelling in your car.

We will also pay you £30 a day for up to 30 days if you have to stay in hospital.

Section 4 – Personal belongings

What is covered in section 4

We will pay, at your request, up to:
- £300 for personal belongings
- £200 for wheelchairs, prams, child’s push chairs, buggies and carrycots

while in or on your car if they are lost or damaged by an accident, fire, theft or attempted theft.
Section 4 – Personal belongings (continued)

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
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 car was unoccupied at the time of the loss, unless
• your car was locked and the ignition key or other removable ignition device was not in or on your car, or
• your personal belongings were stolen from the locked boot of your car if your car is a convertible.
Section 5 – If you or your spouse or civil partner are involved in an accident

**What is covered in section 5**

If you or your spouse or civil partner are in an accident while travelling in your car 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.

**What is not covered in section 5**

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.
deliberately injuring yourself or your spouse or civil partner
suicide or attempted suicide
any injury caused by a natural disease or weakness;
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 car 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

This policy provides the minimum cover you need by law to use your car 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.

This policy also provides the cover shown in the schedule in any country in the territorial limits as long as:

- your car is otherwise permanently kept in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man
- your main permanent address is in Great Britain, Northern Ireland, the Channel Islands or The Isle of Man,
- your visits are only temporary and do not exceed 90 days in any one period of insurance.

For cover outside the territorial limits or an extended period 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.

We will pay any customs duty if your car is damaged and we cannot return it to Great Britain, Northern Ireland, the Channel Islands or the Isle of Man after a claim covered by this policy.
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 11 – Uninsured Drivers, please see page 23 for further details.

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.

If you have chosen to protect your NCD and paid an extra premium for this, we will not reduce your discount when you renew your policy 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.
## Section 8 – No claim discount (NCD) (continued)

### 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>
<th>Prejudicial Claims since the beginning of the period of insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td>1</td>
</tr>
<tr>
<td>0</td>
<td>0</td>
<td>1</td>
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<tr>
<td>1</td>
<td>2</td>
<td>0</td>
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<td>2</td>
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<tr>
<td>8</td>
<td>9</td>
<td>3</td>
</tr>
<tr>
<td>9+</td>
<td>9</td>
<td>3</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>
<th>Prejudicial Claims since the beginning of the period of insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>None</td>
<td>1</td>
</tr>
<tr>
<td>0</td>
<td>1</td>
<td>n/a</td>
</tr>
<tr>
<td>1</td>
<td>2</td>
<td>n/a</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>n/a</td>
</tr>
<tr>
<td>3</td>
<td>4</td>
<td>n/a</td>
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<tr>
<td>4</td>
<td>5</td>
<td>4</td>
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<tr>
<td>5</td>
<td>6</td>
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<td>7</td>
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<td>8</td>
<td>7</td>
</tr>
<tr>
<td>8</td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td>9+</td>
<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 – Emergency accommodation and travel expenses

We will pay you and any person travelling in your car up to £40 for any overnight accommodation or to travel home if your car is stolen or damaged as a result of an accident covered under this policy.

Section 10 – Loss of vehicle licence

Following the total loss of your car due to an event covered by this policy we will pay you the unused portion of the road fund licence if you are unable to make a recovery from the Licensing Authorities.

Section 11 – 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.
**Section 12 – Luggage trailer**

<table>
<thead>
<tr>
<th>What is covered in section 12</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>We</strong> will pay up to £250 under Section 2 (Loss of or damage to <strong>your car</strong>) of this policy for loss or damage to a luggage trailer, whether or not it is attached to <strong>your car</strong> at the <strong>time</strong> of the accident or loss.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>What is not covered in section 12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any damage caused deliberately by <strong>you</strong> or anyone else insured under this policy.</td>
</tr>
</tbody>
</table>
### 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 to meet the requirements of any compulsory insurance legislation in force within the **territorial limits** of this policy.

3. **We** will not cover any claim or damage arising while **your car** 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 current certificate of motor insurance**.

   However, this exclusion does not apply to:
   - claims under Section 2 (Loss of or damage to **your car**); and
   - the cover given to **you** (and to no other person) under Section 1 (**Your liability to others**) while **your car** is being used without **your** authority or by a motor trader for servicing or repair.

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.
What is not covered (continued)

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 pay more than our legal liability under compulsory motor insurance legislation for any claim, if the driver of your car, 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 car.
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 car
You must do all you reasonably can to protect your car from damage or theft and keep it in a good and roadworthy condition. Where required by law, your car must have a current Department for Transport test certificate (MOT). If we ask, you must allow us, or our representative, to inspect your car 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 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 this 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.

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 car**:

If **you** want to
- change **your car**;
- make any changes to **your car** that makes it different from the manufacturer’s standard UK specification;
- use **your car** 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 car**;
- 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
- 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 Car sharing
Your policy also covers your car when you are paid for carrying passengers for social reasons, as long as:
• your car 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 car 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 it is received after this 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 Proof of no claims
If you have declared to us that you are entitled to a No Claim Discount in respect of the car 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 policy in the United Kingdom which expired no more than 2 years before the start of this policy.

18 Tax and registration
Your car must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.
Protecting your car 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 car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it or on it.

If you can, leave the car in a locked garage and lock your car 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 car. 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 car.

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 car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Remember! Your policy may not cover loss of your car, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied car.
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 car documents in the car; they could help a thief to sell it.

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

If your car 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 car.

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