

Commercial Motor

Essential Business Insurance

Your policy wording



Lloyds TSB | for the journey...

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Thank you for choosing Lloyds TSB and their commercial insurer of choice, Allianz Insurance plc.

Introducing Allianz Insurance plc

Allianz Insurance plc is proud to be the chosen provider of commercial insurance for Lloyds TSB customers.

They are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost service providers.

Allianz have provided leading insurance solutions in the UK for more than 100 years in an ever changing financial market.

If you need to make a claim you can be confident that you will be working with industry experts and professionally trained staff. They will understand the requirements of your business and apply the most appropriate action towards continued trading and claim settlement.

Should you require any further information please do not hesitate to contact the Business Insurance Centre who will be delighted to help you.

For Customer Service information please ring 0844 893 9560.

Important

This document provides details of your policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

Your Commercial Motor policy is made up of several parts which must be read together as they form evidence of the contract between You and Us. The basis of this contract is the information which You have sent to Us and/or the proposal form including the declaration which You have signed and which has been sent to Us. Please take time to read all parts of the policy to make sure they meet Your needs and that You understand the terms, exclusions and conditions. If You wish to change anything or if there is anything You do not understand, please let the Business Insurance Centre know – adjustments are easily made and We will be pleased to help.

The parts of Your policy are:

- this Introduction and the Insuring clause
- the Cover and Definitions
- the Sections of cover selected by You and the exclusions which apply to these Sections
- the General Exclusions and General Conditions which apply to the policy as a whole
- the Policy Schedule, which includes all Clause(s) applied to Your policy while the policy is in force and the schedule of vehicles
- the Certificate(s) of Motor Insurance issued with Your policy.

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

Allianz will indemnify 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.

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

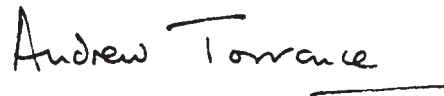
You may be entitled to compensation from the FSCS if we are unable to meet our liabilities. Further information about compensation scheme arrangements is available from:

Financial Services Compensation Scheme

7th Floor, Lloyds Chambers
Portsoken Street
London E1 8BN
Tel: 020 7892 7300
Fax: 020 7892 7301
Email: enquiries@fscs.org.uk
www.fscs.org.uk

We strive to provide a first-class service. However, if you are in any way dissatisfied, contact the Business Insurance Centre.

Signed on behalf of Allianz Insurance plc



Andrew Torrance
Chief Executive

Please examine this policy and if it is not correct return it immediately to the Business Insurance Centre for alteration.

Definitions

The following definitions apply to this Policy (unless amended by Section Definitions) and are denoted by a capital first letter throughout this Policy.

Unless the contract admits otherwise or an alternative meaning is specified the defined words and phrases listed below have the same meaning wherever they appear within Your policy.

Allianz /We/Us/Our

Allianz Insurance plc.

Certificate of Motor Insurance

Evidence of the existence of motor insurance as required by law. It contains details of who may drive the Insured Vehicle subject to any Clause(s) specified on the Policy Schedule and describes the purposes for which the Insured Vehicle may be used.

Clause(s)

Sets out any special terms applying to Your policy and are specified on the Policy Schedule.

Excess

The amount You pay towards the agreed cost of any claim under Your policy.

Hazardous Goods

The term Hazardous Goods means those detailed in the following regulations

- The Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004
- The Carriage of Dangerous Goods by Road Regulations 1996
- The Dangerous Substances (Conveyance by Road in Road Tankers and Tank Containers) Regulations 1992
- The 'Approved List of Dangerous Substances' as published by the Health and Safety Executive

or any re-enactment or replacement of such regulations and any other legislation of similar intent (including subsequent legislation) if applicable.

Insured Vehicle

Any motor vehicle subject to Vehicle Excise Duty (when required by law) and its attached accessories, described in

- Paragraph 1 of the current Certificate of Motor Insurance, or
- The Policy Schedule issued with Your policy.

Except when You have requested and We have agreed to provide cover, Insured Vehicle does not include any motor vehicle registered elsewhere than Great Britain, The Isle of Man, Northern Ireland or the Channel Islands.

Agricultural Vehicle

An Insured Vehicle used solely for agricultural or forestry purposes being a tractor or self-propelled implement or any vehicle not so described but which is exempt from, or does not require, Vehicle Excise Duty and any Trailer, including any agricultural implement or machine, whilst attached to such Agricultural Vehicle for the purpose of being operated or towed.

Coach

An Insured Vehicle which is a passenger carrying vehicle with more than 17 seats (including the driver).

Goods Carrying Vehicle

An Insured Vehicle which is manufactured and used for the carriage of goods and is not an Agricultural Vehicle.

Hire Car

An Insured Vehicle which is a passenger carrying vehicle with not more than 8 seats (excluding the driver) and licenced for the carriage of passengers for hire or reward.

Minibus

An Insured Vehicle which is a passenger carrying vehicle with more than 8 seats (excluding the driver) but not more than 17 seats (including the driver).

Private Car

An Insured Vehicle which is a passenger carrying motor vehicle with not more than 8 seats (excluding the driver) and is not an Agricultural Vehicle, Special Type Vehicle or motor cycle and is not used for hire or reward.

Special Type Vehicle

An Insured Vehicle which is constructed to operate primarily as a tool of trade which is not a passenger carrying vehicle and is not designed for the carriage of goods.

Trailer

Any Trailer or agricultural or forestry implement or machine which is constructed to be towed by a motor vehicle.

Period of Insurance

The period shown on the Policy Schedule.

Policyholder/Insured/You/Your

The Insured named on the Policy Schedule.

Policy Schedule

Sets out details of the Insured and the insurance protection provided.

Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons 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.

In any action, suit or other proceedings where We allege that by reason of this definition any loss or damage is covered only up to a specified limit, the burden of proving to the contrary shall be upon You.

In the event that any part of the limitation in respect of Terrorism is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Cover

All sections of Your policy apply unless cover is described as follows on the Policy Schedule or on the schedule of vehicles.

Cover	Sections Applicable
Third Party Fire and Theft	Sections A, C, D, G, H and J. Section B operates only in respect of loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft or attempted theft or taking away without lawful authority
Third Party Only	Sections A, C, D, G and J
Fire and Theft	Section B operates only in respect of loss or damage caused directly by fire, lightning, self-ignition or explosion or by theft or attempted theft or taking away without lawful authority

Subject to the provisions of any Clause(s) specified on the Policy Schedule.

Section A – Public Liability

1 Indemnity to You

We will indemnify You against all sums (including costs recovered by any claimant and/or costs incurred in the defence of any claim where a claim is contested by Us, or with Our written consent) which You shall be legally liable to pay arising out of

- i the use of
- ii goods falling from
- iii and during the operation of loading or unloading

the Insured Vehicle and/or any Trailer and/or any one disabled mechanically propelled vehicle which is being towed by the Insured Vehicle for any purpose permitted by Your Certificate of Motor Insurance and with Your consent and resulting from

- A accidental death of or injury to any person
- B accidental damage to other persons property, subject to the following limits for any one occurrence or series of occurrences arising out of one originating cause
 - i £20,000,000 indemnity in respect of a Private Car
 - ii £5,000,000 indemnity in respect of any Insured Vehicle other than a Private Car
 - iii £5,000,000 indemnity in respect of any Insured Vehicle for damage caused by or arising out of acts of Terrorism
 - iv £1,000,000 indemnity in respect of any Insured Vehicle carrying Hazardous Goods

When more than one limit is applicable, the lower indemnity limit shall apply.

2 Indemnity to other persons

We will also indemnify

- A **Driver or User**
any person You allow to drive or use the Insured Vehicle provided this is permitted by Your Certificate of Motor Insurance but subject to the provisions specified on Your Policy Schedule
- B **Passengers**
any passenger whilst travelling in, getting into or out of the Insured Vehicle
- C **Joint Insured**
each party specified as the Insured on Your Policy Schedule as though separate policies had been issued in their individual names
- D **Principals**
any Principal of the Insured provided that You would have been entitled to indemnity if the claim had been made against You and You have arranged for the conduct and control of all claims to be vested in Us

E Owner

at Your request the owner of a vehicle on hire (other than under a hire purchase agreement) or loaned or leased to You.

In the event of an accident involving payment on behalf of more than one person insured by this section any limitation by the terms of Your policy or by any Clause relating to the maximum amount payable shall apply in the aggregate and in priority to You.

3 Contingent Liability

We will indemnify You while any vehicle not Your property nor provided by You is being used in connection with Your business as though such vehicle were the Insured Vehicle by any person who is employed by You.

4 Indemnity to Personal Representatives

In the event of the death of any person entitled to indemnity under this section, We will indemnify their legal personal representatives in respect of any liability incurred by him/her within the limitations of this section.

5 Legal Defence Costs

In respect of any event which may be the subject of indemnity under this Section, with Our prior written consent We will arrange and pay for:

- A representation by a solicitor at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction.
- B legal costs and expenses incurred by You in relation to defence on any charge of manslaughter or of causing death by careless or dangerous driving.
- C legal costs and expenses incurred in providing defence of any criminal proceedings, including costs of prosecution awarded against You and appeals against judgments, arising from a charge under the Corporate Manslaughter and Corporate Homicide Act 2007 or any equivalent legislation in the Isle of Man or the Channel Islands

Provided that

- (i) Our indemnity under this sub-section is subject to a limit of £5,000,000 in any one Period of Insurance.
- (ii) the proceedings must relate to an alleged breach occurring during the Period of Insurance within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands in connection with the ownership, possession or use of an Insured Vehicle.
- (iii) We have agreed details of the specific solicitor or counsel, prior to their appointment to act on Your behalf.

Public Liability (continued)

- (iv) in the event of an appeal, solicitor or counsel has advised that there are strong prospects of succeeding in the appeal or recovering any costs award made against the defendant at all times throughout the appeals process. Any change to such prospect of success during the appeals process may result in cover being removed.
- (v) We shall not be liable:
 - a) for any fines or penalties imposed on You or the cost of implementing any remedial order or publicity order
 - b) for proceedings resulting from any deliberate or intentional criminal act or omission by You
 - c) where indemnity is provided by another source or any other insurance or where but for the existence of this sub section indemnity would have been provided by such source or insurance.

6 Emergency Treatment

We will pay for emergency treatment as required by the Road Traffic Acts arising out of the use of the Insured Vehicle.

7 Avoidance of Certain Terms and Right of Recovery

Nothing in this Policy shall affect the right of any person indemnified by this Policy or of any other person to recover an amount under or by virtue of the provisions of the law of any country in which the Policy operates relating to the insurance of liabilities to Third Parties. However You shall repay to Us all sums paid by Us which We would not have been liable to pay but for the provision of such law.

Exclusions to Section A

We shall not be liable for

- 1 death or injury to any person arising out of and in the course of that person's employment by the person claiming to be indemnified or in the employment of the Principal of the Insured except as required by the Road Traffic Acts
- 2 death or injury to the Principal for any amount for which You would not have been liable in the absence of an agreement
- 3 loss of or damage to property belonging to or held in trust by, or in the custody or control of, the person claiming to be indemnified or property being conveyed by the Insured Vehicle
- 4 loss of or damage to any vehicle or Trailer in connection with which indemnity is being claimed under this section
- 5 damage to any bridge, viaduct, weigh-bridge or road, or anything above, beneath or fixed to them, by vibration

or by the weight of the vehicle and its load if the Insured Vehicle exceeds the maximum gross vehicle, plated or train weight permitted by the relevant law

- 6 any contractual liability (except as provided in paragraph 2D)
- 7 death, injury, loss or damage directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden identifiable unintended and unexpected incident which occurs in its entirety at a specific time and place during the Period of Insurance. All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place. This exclusion shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation operative within the territorial limits of this policy
- 8 death or injury to any person or damage arising out of the presence of the Insured Vehicle in or on part of an aerodrome, airport, airfield or military base provided for
 - A the take off or landing of aircraft or the movement of aircraft on the surface
 - B aircraft parking aprons including the associated service roads, refuelling areas, ground equipment parking areas, maintenance areas and hangars
- 9 death or injury to any person or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with
 - A the bringing of the load to the Insured Vehicle for loading
 - B the taking away of the load from the Insured Vehicle after unloadingby any person other than the driver or attendant of such vehicle.
- 10 death, injury, loss or damage caused by or arising out of the operation of
 - A a Special Type Vehicle or
 - B plant forming part of the Insured Vehicle or attached theretoas a tool of trade except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your policy applies.
- 11 death, injury, loss or damage directly or indirectly caused by
 - A the wrongful collection or delivery of the Insured Vehicle's load or
 - B where the goods do not conform to the required specification of or the order made by the customer except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which Your policy applies.

Section B – Damage

We will indemnify you for

1 Loss of or Damage to the Insured Vehicle

Loss of or damage to the Insured Vehicle up to the market value at the time of the loss or damage or the value last declared to Us, whichever is the less. If We agree to pay for damage to be repaired We may decide to use suitable parts which are not supplied by the original manufacturer.

2 Recovery and Redelivery of the Insured Vehicle

The cost of protection and removal of the Insured Vehicle to the nearest repairer, when necessary if the Insured Vehicle is disabled, after such damage, and the reasonable cost of delivery to You after repair.

3 Replacement Vehicle

If the Insured Vehicle is a Private Car or a Goods Carrying Vehicle under 7.5 Tonnes Gross Vehicle Weight and has been owned by You (or is the subject of a hire purchase or any type of leasing or contract hire agreement) since new and during the period of one year from the date of its first registration it is either

- A lost by theft and not recovered within 28 days of the date on which the theft is first reported to Us or
- B damaged to an extent greater than 50% of its list price (inclusive of tax) at the time of such damage

We will, subject to Your consent and that of other interested parties known to Us, provide You with a new replacement of the same manufacture and model subject to availability in the United Kingdom and thereafter the lost or damaged vehicle shall be Our property.

Exclusions to Section B

We shall not be liable to pay for

- 1
 - A wear and tear
 - B depreciation
 - C reduction in market value following repair
 - D mechanical, electrical, electronic or computer failures or breakdowns or breakages
 - E damage to tyres due to punctures, cuts, bursts or application of brakes.
- 2 the amount of any Excess as stated on the Policy Schedule. If the Insured Vehicle is being driven by or is in the charge of a young or inexperienced person this amount is increased on the following basis:-

Driver or person in charge of the Insured Vehicle	Additional	Excess
A Under 25 years of age		£250
B 25 years or over who has not held a full driving licence for 12 months at the time of loss or damage		£100

This exclusion shall not apply in respect of any payment solely for the replacement or repair of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle.

- 3 the first £50 of any payment solely for replacement of the windscreen or windows of the Insured Vehicle and any resulting scratching of the bodywork of the Insured Vehicle. This Excess does not apply to claims if the windscreen or window is repaired and not replaced. The claim will not affect any no claim discount entitlement.
- 4 loss of or damage to the Insured Vehicle whilst being used in a national or international rally.
- 5 loss of or damage to the Insured Vehicle arising from theft or attempted theft whilst the ignition key or other removable ignition device has been left in or on the Insured Vehicle.
- 6 loss of or damage arising from deception or fraud by a purported purchaser.
- 7 loss of or damage to the Insured Vehicle directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Section C – Trailers

Your policy applies

- 1 to any Trailer attached to the Insured Vehicle as though it were the Insured Vehicle or
- 2 under Section A only in respect of any Trailer owned by You or for which You are responsible while it is detached from any vehicle

Provided that You are not entitled to indemnity under any other policy

Cover

No wider cover will apply to any Trailer than is provided to the towing vehicle at the time of the loss or damage.

Subject to the limits applicable to that provided to the last towing vehicle in respect of any detached trailer.

Exclusions to Section C

We shall not be liable to pay for

- 1 the amount of any Excess shown on the Policy Schedule or specified in the Exclusions to Section B in respect of any payment made solely under this section.
- 2 any liability arising out of the operation as a tool of trade of any plant forming part of the Trailer (other than a lifting device for self loading) except so far as is necessary to comply with the laws relating to the compulsory insurance of motor vehicles in any country to which this policy applies.
- 3 loss of or damage to property being conveyed on or in the Trailer or towed vehicle.
- 4 loss of or damage to any fixtures, fittings or utensils carried in or on the Trailer.
- 5 loss of or damage to any disabled mechanically propelled vehicle which is being towed by the Insured Vehicle.

Section D – Foreign Use

1 Territorial Limits

Your policy applies in respect of accidents occurring in

- A** Great Britain, Northern Ireland, the Isle of Man and the Channel Islands
- B** any other member country of the European Union
- C** Iceland, Norway, Switzerland and Croatia and during transit by any means between these countries (including the processes of loading and unloading).

Your Certificate of Motor Insurance provides evidence of cover within the above countries. Whilst an International Insurance Certificate (Green Card) is not necessary, We will issue one on request.

2 Compulsory Insurance

Your policy provides the minimum indemnity required to comply with the laws relating to compulsory insurance of motor vehicles in any other country in respect of which the Commission of the European Union is satisfied that arrangements have been made to meet the requirements of Article 7(2) of E.U. Directive on insurance of civil liabilities arising from the use of motor vehicles (No.72/166/CEE).

Where the minimum indemnity provided is less than that provided under United Kingdom minimum legal requirements, the higher level shall apply.

3 Green Cards

Provided notice of an intended foreign visit to any other country within the Continent of Europe has been given to Us, Your policy will apply whilst the Insured Vehicle, for which a Green Card has been issued, is being used in any country specified in the Green Card. Subject to payment of any additional premium required and to such terms and conditions as maybe required by Us.

4 Other Charges

We will indemnify You in respect of general average contributions, salvage, sue and labour charges incurred up to the Insured Value.

5 Customs Duty

We will indemnify You against liability incurred by You for the enforced payment of Customs Duty on the Insured Vehicle after temporary importation into any country to which this section applies, provided that such liability arises as the direct result of loss of or damage to the Insured Vehicle which is the subject of indemnity under Your policy.

Section E – Medical Expenses

We will pay medical, surgical and dental fees up to £250 per person reasonably incurred for attendance on any person travelling in the Insured Vehicle injured as a direct result of the Insured Vehicle being involved in an accident. The maximum We will pay will be limited to £500 in total for claims arising out of any one cause.

Section F – Personal Effects

We will pay up to £250 in all for loss or damage to rugs, clothing and personal effects whilst in or on the Insured Vehicle.

Exclusions to Section F

We shall not be liable to pay for the loss of or damage to money, securities, jewellery, furs, goods, equipment or samples carried in connection with any trade or business, or property insured under any other policy.

Section G – Unlicensed Drivers

Your policy shall remain operative whilst the Insured Vehicle is being driven by or is in the charge of for the purpose of being driven by a person who does not hold a licence to drive the vehicle in circumstances where a licence to drive is not required by law provided the person driving is of an age to hold a licence to drive such vehicle.

Section H – Loss or Theft of Keys

If the keys or lock transmitter for an Insured Vehicle are lost or stolen, We will pay for the cost of

- 1 replacing the door and/or boot locks
- 2 replacing the ignition/steering lock
- 3 replacing the lock transmitter and central locking interface
- 4 recoding or, if necessary, replacing any alarm system used with the Insured Vehicle.

The maximum We will pay will be limited to £1000 in total for claims arising out of any one cause.

Section I – Personal Accident

We will pay £5000 at Your request if the driver of the Insured Vehicle suffers accidental injury while travelling in or getting into or out of the Insured Vehicle if the injury within 3 months of the accident directly results in death, total and permanent loss of sight in one or both eyes or loss of one or more limbs.

Payment will be made direct to the injured person or to their legal personal representative.

Exclusions to Section I

We shall not be liable to pay for

- 1 more than £5000 following one accident
- 2 for injury arising from suicide or attempted suicide
- 3 for any person who is less than 17 or more than 70 years of age.

Section J – Legal Protection

Definitions for Section J

We/Us/Our

Allianz Insurance plc trading as Allianz Legal Protection.

You/Your

The Insured named on the Policy Schedule or any person authorised to drive or be a passenger in the Insured Vehicle.

Costs

We will pay the following on Your behalf.

- The professional fees and expenses reasonably and properly charged by the Legal Representative on a Standard basis, up to the standard rates set by the courts, which You cannot recover from Your opponent.
- Your opponents costs in civil cases which You are ordered to pay by a court or tribunal or which You pay to Your opponent with Our written agreement.

We will only pay costs which We consider are necessary and in proportion to the value of Your claim.

We will only start to cover costs from the time We have accepted Your claim in writing and appointed the Legal Representative.

Lawphone

Your policy includes access to the telephone advice line facility known as Lawphone. This service provides advice on any legal matter relating to Your business 24 hours a day, all year round. The advice You receive from the Lawphone Legal Advice Helpline will always be according to the laws of Great Britain and Northern Ireland. We may record the calls to protect You.

Call Lawphone on: 0870 241 4140 (Scotland: 0141 221 8878) quoting Master Policy number 34881. You will be asked for a brief summary of the problem and these details will be passed on to an adviser who will return Your call.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of You with Our agreement to act for You in accordance with the terms of this Section.

Standard Basis

The assessment of Costs which are appropriate to Your claim.

Cover for Section J

We agree to pay Costs up to the Limit of Indemnity which are incurred by You in the pursuit or defence of any claim which falls within the Cover described below.

Uninsured Loss Recovery and Injury

We will pay the Costs of You taking legal action as a result of any road accident which causes the following:

- i Your death or bodily injury whilst You are in, on or getting into or out of the Insured Vehicle
- ii damage to the Insured Vehicle
- iii damage to property which You own or are legally responsible for and which is in or on the Insured Vehicle.

Motor Prosecution Defence

We will pay the Costs of defending Your legal rights (including making an appeal against Your conviction or sentence) after any event which results in the following:

- i Criminal proceedings being brought against You for a breach of road traffic laws or regulations relating to You owning or using an Insured Vehicle;
- ii A hearing about withdrawing, restricting or suspending Your goods vehicle, public service vehicle, hackney carriage or private hire licence or any licence granted by the Department of Transport (other than a hearing arising due to a commercial decision made by You).

We will provide Cover for Uninsured Loss Recovery and Injury and Motor Prosecution Defence provided that:

- i the claim is not covered under any other insurance policy;
- ii the claim is not covered under any other Section of this Policy;
- iii the road accident or event which gives rise to the claim happened within the Territorial Limits stated in Section D of this policy and within the Period of Insurance;
- iv the claim will be decided by a court within the Territorial Limits stated in Section D of this policy; and
- v there is a reasonable chance of recovering damages or a successful defence at all times.

Limit of Indemnity

The most We will pay for all claims arising out of any one event is £100,000.

Exclusions to Section J

The General Exclusions applying to Your policy also apply to this Section and in addition it does not provide cover for the following:

- 1 any fines, penalties or compensation awards imposed by a court, tribunal or regulator.
- 2 any costs or expenses awarded against You by a criminal court.
- 3 any claim arising out of a contract You have with another person or organisation
- 4 a claim for an event which is not covered under Sections A to I of this policy
- 5 disputes between You and Us
- 6 any dispute or claim that happens because You have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that dispute or claim
- 7 Costs We have not agreed to in writing
- 8 any Costs covered by another insurance policy
- 9 any claim which is covered under any other Section of this Policy
- 10 Costs You have paid directly to the Legal Representative or any other person without Our permission
- 11 any V.A.T. which You can recover from elsewhere
- 12 an application for judicial review
- 13 parking offences for which You do not obtain points on Your licence
- 14 any criminal proceedings to do with driving whilst under the influence of drink or drugs.
- 15 any criminal proceedings where You do not have a valid:
 - a motor insurance policy;
 - b road fund licence or MOT certificate for the Insured Vehicle; or
 - c driving licence.

- 16 any claim where You;
 - a become insolvent (or commits an act of insolvency or bankruptcy), or
 - b enter into liquidation, or
 - c make an arrangement with creditors, or
 - d enter into a deed of arrangement, or
 - e have part or all of Your affairs assets or property placed in the care or control of a receiver or a liquidator, or
 - f have an administration order over Your affairs assets or property.

Extensions to Section J

If You so request We will indemnify the following persons as though each such person was individually named as You:

- a any proprietor, partner, director or employee of You
- b any member of Your family if a named person, or any person referred to under Extension a above provided that:
 - i each such person shall be subject to the terms of this Policy in so far as they can apply
 - ii Our liability to You and all persons indemnified hereunder shall not exceed in the aggregate the Limit of Indemnity in respect of any one claim.

Conditions for Section J

If You do not keep to the conditions, We will have the right to cancel the cover provided by this Section and refuse any claim and withdraw from any current claim.

The General Conditions applying to Your policy also apply to this Section and in addition:

- 1 You must:
 - i provide Us with written details of Your claim along with any other supporting information We ask for
 - ii make Your claim within 6 months of the date of the event which gave rise to the dispute
 - iii follow the Legal Representative's advice and provide any information he or she asks for
 - iv take every reasonable step to recover Costs and pay them to Us
 - v obtain Our written permission before making an appeal
 - vi make sure that the Legal Representative keeps to all parts of Condition 2 below
 - vii report any claim to Us and not to any other person or organisation
 - viii not appoint a Legal Representative.

Section J – Legal Protection (continued)

2 The Legal Representative must do the following:

- i obtain Our written permission before instructing a barrister or expert witness
- ii tell Us if, at any stage, there is no longer a reasonable chance of a successful defence, getting damages back or getting any other solution
- iii tell Us immediately if You or Your opponent make a payment into a court or any offer to settle the matter
- iv report the result of the claim to Us when it is finished.

3 We will have the right to do the following:

- i take over and conduct, in Your name, any claim or proceedings
- ii settle a claim by paying the amount in dispute
- iii appoint the Legal Representative in Your name and on Your behalf
- iv have any legal bill audited or assessed
- v contact the Legal Representative at any time, and have access to all statements, opinions and reports relating to the claim
- vi end Your cover provided by this Section if, during the course of the claim, We think that there is no longer a reasonable chance of success. If You continue the claim and get a better settlement than We expected, We will pay Your reasonable Costs.
- vii at the end of the claim, settle the Costs covered by this Indemnity.
- viii end Your cover and recover any Costs from You which We have already paid or agreed to pay if:
 - the Legal Representative reasonably refuses to continue acting for You because of any unreasonable act or failure to act by You; or
 - You unreasonably withdraw Your claim from the Legal Representative without Our agreement; and
 - We do not agree to appoint another Legal Representative to continue Your claim.

4 Your Agreements with Others

We will not be bound by any agreement between You and the Legal Representative or You and any other person or organisation.

5 Choosing the Legal Representative

At any time before We agree that legal proceedings need to be issued or defended in respect of any claim which We have accepted, We will choose the Legal Representative to act in Your name and on Your behalf. You can only choose a Legal Representative if We agree that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by Us cannot act for You.

In agreeing to the selection of a Legal Representative You must remember Your duty to keep the Costs of any legal proceedings as low as possible.

In all cases the Legal Representative will be appointed in Your name and on Your behalf.

If We do not agree with Your choice of Legal Representative, the matter will be settled using the procedure in Condition 6 below.

6 Disputes

If there is a dispute between You and Us, the matter may be referred to an arbitrator, who You and We agree to. If You and We 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.

7 Notices

Every notice which needs to be given under this Indemnity must be given in writing. If You give Us notice, You must send it to the Allianz location shown below. If We give You notice, We must send it to Your last known address.

Our address is:

Allianz Legal Protection
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol
BS32 4QW
United Kingdom

General Exclusions applying to Your policy

We shall not be liable in respect of

1 Driving and use

Death, injury, loss or damage arising whilst the Insured Vehicle is being driven by or used by You or with Your general consent

- A for purposes not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, for purposes not agreed by Us
- B by a driver not permitted by Your Certificate of Motor Insurance, or if a certificate is not required by law, by drivers not agreed by Us
- C if it is known by You or any other person claiming indemnity that the person driving is disqualified from driving or has not held a licence to drive the vehicle or is prevented by law from obtaining one (except as provided for in Section G)
- D by a driver who is excluded by Clause.

This exclusion does not apply in respect of the indemnity given to You (and to no other person) whilst the vehicle is being used without Your authority or by a motor trader for overhaul, maintenance or repair.

2 Radioactive Contamination

Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- i. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
- iii. any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.

3 War Risks

Death, injury, loss or damage occasioned by, happening through or in consequence of War, Invasion, Act of Foreign Enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection or Military or Usurped Power except so far as is necessary to comply with the laws relating to compulsory insurance of motor vehicles in any country to which this policy applies.

4 Riot and Civil Commotion

Loss or damage arising during or in consequence of riot or civil commotion outside Great Britain, the Isle of Man or the Channel Islands.

5 Earthquake

Loss or damage arising during or in consequence of earthquake outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands or any other member country of the European Union.

6 Consequential Loss

Any liability assumed by agreement which would not have attached in the absence of such agreement (except as provided under Section A 2D). In any event We will not provide indemnity in respect of liquidated damages or under any penalty clause.

General Conditions applying to Your policy

1 Payment of premium

You shall pay the premium or any agreed instalment thereof on demand.

2 Reasonable precautions

You shall take all reasonable precautions to prevent the occurrence of loss, damage or liability and maintain the Insured Vehicle in an efficient and roadworthy condition.

3 Claims

You shall in the event of death, injury, loss or damage in consequence of which a claim is or may be made under Your policy and upon the receipt by You of notice of any claim or legal proceedings

- A** as soon as reasonably possible notify Us of any accident or claim, and with all reasonable speed provide such information as We require
- B** send to Us immediately on receipt any letter of claim, writ, summons or other legal document
- C** tell Us immediately of any pending prosecution, coroners inquest or fatal accident inquiry should the person claiming or their legal personal representatives have any knowledge of these
- D** not pay or offer to pay any money or make any admission of liability without Our previous consent
- E** allow Us in Your name or the name of any person entitled to indemnity under Your policy to take over and, during such periods as We think proper, to have the absolute conduct and control of, all negotiations and proceedings which may arise in respect of any claim and the settlement thereof and You shall give us all necessary assistance for that purpose.
- F** allow access to the Insured Vehicle at all reasonable times for inspection by Our authorised representative.

We may

- G** at Our option repair, reinstate, replace or make good by payment of money for any loss or damage if to Our knowledge the Insured Vehicle is the subject of a hire purchase, leasing or contract hire Agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to Us in respect of such loss or damage. Our liability for any part or accessory shall be for the value of the part or accessory at the time of the accident not exceeding the manufacturer's last list price.

- H** at any time relinquish conduct and control of any claim in respect of accidental damage to other persons property by paying the person claiming up to the amount provided by Section A of Your policy or any less amount for which such claim(s) can be settled and be under no further liability except for the payment of costs and expenses of litigation recoverable or incurred up to the date of such payment.

4 Other insurances

If at the time of any incident which results in a claim under Your policy there is any other insurance covering the same liability, loss damage or injury We shall not be liable to contribute to such claim. This condition shall not apply to Section I.

5 Fraud

If the Insured or anyone acting on behalf of the Insured makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and the Insured will forfeit all rights under the policy. In such circumstances, We retain the rights to keep the premium and to recover any sums paid by way of benefit under the policy.

6 Policy voidable

This contract shall be voidable in the event of misrepresentation misdescription or non-disclosure in any material particular.

7 Cancellation

If You are an individual or a sole trader (including a partnership in England and Wales) You have a right to cancel cover within fourteen (14) days of the receipt of the policy documents or within fourteen (14) days of receipt of renewal documentation. You can do this by returning the current Certificate(s) of Motor Insurance to Our Business Insurance Centre. If You choose to do this a return premium will be calculated using the date on which the Certificate(s) of Motor Insurance is/are received by Us. We will only charge a pro rata premium plus £50 to cover Our operational costs subject to a minimum amount payable of £100 unless a claim has been made or an incident has arisen which may give rise to a claim which leads to the contract of insurance being fully completed, in which case the full annual premium will be payable to Us.

Alternatively if You are not an individual or sole trader (including a partnership in England or Wales) You have no cancellation rights under Your policy within 14 days of the receipt of the policy documents or renewal documentation.

If You do not exercise your right to cancel within 14 days of the date You receive the policy or renewal documentation, the policy premium becomes due and the policy will run for its full term. Any subsequent cancellation after fourteen (14) days of receipt of the policy or renewal documentation by You will be effective from the date on which the current Certificate(s) of Motor Insurance is/are received by Us from You. Provided no incident which may give rise to a claim had occurred in the current period of insurance, You will be entitled to a pro rata return of premium less a charge of £100. The amount of premium to be refunded under this condition will be reduced by all future instalments or unpaid premiums due to Us in connection with Your policy.

Our Cancellation Rights

We may cancel Your policy by sending seven days notice in writing to You at Your last known address, and in the case of Northern Ireland, to the Department of the Environment for Northern Ireland. If the premium has been paid in full, You shall be entitled to a proportionate rebate in respect of the unexpired Period of Insurance. The amount of premium to be refunded under this condition will be reduced by all future instalments or unpaid premiums due to us. If the premium for Your policy is paid by instalments and in the event that You fail to pay one or more instalments whether in full or in part, We may cancel Your policy by sending seven days notice in writing to You at Your last known address. You must return all Certificates of Motor Insurance to Us immediately on the effective date of cancellation.

8 Arbitration

If there is any dispute as to the amount to be paid under Your policy (liability being admitted), the matter shall be referred to an Arbitrator to be appointed by the parties concerned in accordance with the Statutory provisions for the time being in force, and there will be no right of action against Us unless an award is made.

9 Law Applicable to Contract

Unless We agree otherwise:

- a** the language of the policy and all communications relating to it will be English; and
- b** all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

10 Rights of Parties

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

Car Sharing

The receipt of contributions as part of a car sharing arrangement for social or other similar purposes in respect of the carriage of passengers on a journey in a vehicle insured under Your policy will not be regarded as constituting the carriage of passengers for hire or reward (or the use of the vehicle for hiring) provided that:

- 1** the vehicle is not constructed or adapted to carry more than eight passengers (excluding the driver)
- 2** the passengers are not being carried in the course of a business of carrying passengers
- 3** the total contributions received for the journey concerned do not involve an element of profit.

Important Note:

If there are any doubts as to whether any arrangements entered into are covered in the above terms You should contact Us immediately.

General Conditions applying to Your policy

Special Conditions applying to the supply of vehicle data

- 1 You shall supply to Us, unless otherwise agreed by Us in writing, details of the vehicles whose use is covered by Your policy for entry on the Motor Insurance Database.
- 2 Any change of vehicle, deletion or acquisition of an additional vehicle, whether permanent or temporary, must be notified to Us immediately, and cover for any new vehicle shall be subject to such terms and adjustment of premium as We may require.
- 3 If the Certificate of Motor Insurance issued with Your policy specifies the Insured Vehicle by its registration mark then no cover applies to any additional or replacement vehicle until a cover note to that effect has been obtained.
- 4 If the Certificate of Motor Insurance does not specify the Insured Vehicle by its registration mark then cover for an additional or replacement vehicle will be limited to that necessary to meet the requirements of any law relating to compulsory insurance unless or until the change has been notified to and accepted by Us. Except that in case of a replacement vehicle insurance will be maintained on the same basis as the vehicle which it replaces for a period of seven days from its acquisition pending notification by Us.

Complaints Procedure

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

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.

If we have not resolved the situation within eight weeks we will provide You with information about the Financial Ombudsman Service.

Should You wish to make a complaint then it should be directed to the Customer Satisfaction Manager at

Essential Business Insurance Centre
PO Box 2934, Bristol BS1 9ES
Telephone: 0844 893 9590
Email: csm@essentialbusinessinsurance.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect Your legal rights.

Data Protection Act

We may use the personal and business details you have given us, or which are supplied by third parties, including any details of directors, officers, partners and employees whose consent you must obtain to allow us to provide you with a quotation; deal with your policy; to search credit reference and fraud agencies who may keep a record of the search; to share with other insurance organisations to help offset risks, to help administer your policy and to handle claims and prevent fraud; to support the development of our business by including your details in customer surveys, and for market research and compliance business reviews which may be carried out by third parties acting on our behalf. All motor policy details will be added to the Motor Insurance Database (MID), run by the Motor Insurers' Bureau. This may be consulted by the Police in order to establish who is insured to drive the vehicle. If you are involved in an accident (in the UK or abroad), other UK insurers and the Motor Insurers' Bureau may search the MID to ascertain relevant policy information.

We may need to collect data relating to Insured Persons, which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk or administering claims which may occur. By signing this form you consent to such information being processed by us. You must also ensure that you make this fact known to the Insured Persons and obtain their explicit prior consent to pass this information to us for these purposes.

We may share your details with other companies within the Lloyds TSB Insurance Services Ltd and Allianz group of companies or pass them to third parties so that we may tell you by telephone, email or post of products and services which we think may be of interest you. If you do not want to know about these products and services, please write to: Customer Satisfaction Manager, Essential Business Insurance Centre, PO Box 2934, Bristol, BS1 9ES to let us know. Your details will not be kept for longer than is necessary.

Under the Data Protection Act 1998 individuals are entitled to a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager at the address above. Persons with a valid claim in respect of a road traffic accident (including citizens of other countries) may also obtain relevant information which is held on the MID.

Personal details provided may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

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Lloyds TSB Bank plc is authorised and regulated by the Financial Services Authority.

Lloyds TSB Insurance Services Ltd, registered address 25 Gresham Street, London EC2V 7HN act as introducers to Allianz Insurance plc for Essential Business Insurance, which is arranged, administered and underwritten by Allianz Insurance plc, registered office 57 Ladymead, Guildford, Surrey, GU1 1DB. Registered in England No 84638. Both companies are authorised and regulated by the Financial Services Authority. Lloyds TSB Insurance Services Ltd is not part of the Allianz (UK) Group.