

Motor – Fleet

Keep on moving

Policy Information

Allianz Insurance plc | Legal Protection

Allianz 



Contents

Fleet Policy Summary	1
Fleet Policy Wording	3
Exclusions that apply to all sections	5
Conditions that apply to all sections	6
How to make a claim	8
Customer Service	9

Fleet Policy Summary

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This summary is not the full terms and conditions of the policy. The full terms and conditions are in the policy wording, which is attached to this summary.

What is Fleet?

Fleet is a legal protection insurance policy, which will cover the legal costs if you have a legal dispute. The types of legal dispute you will be covered for and the amounts we will pay (the limit of indemnity) are described in this summary and in the policy wording. These costs are insured by Allianz Legal Protection, part of Allianz Insurance plc.

Fleet includes access to a 24-hour legal advice service.

How long will I be covered for?

Your policy will cover you for 12 months and is renewable annually.

What happens if I take the cover out and then change my mind?

When you take this policy out, you will have 14 days to decide if you want to continue with it for the full year. Please see the cancellation section in the policy wording.

How do I make a claim under Fleet?

For:

- Accident loss recovery and injury claims contact the broker or intermediary who deals with your motor insurance or call 0870 243 4340.
- Motor contract cover or Motor prosecution defence claims call 0870 241 4140 (or 0141 221 8878 in Scotland).
- Legal advice call Lawphone on 0870 241 4140 (or 0141 221 8878 in Scotland).

What if I have a complaint?

If you have a complaint about anything other than the sale of the policy please contact the Customer Satisfaction Manager at:

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

Or phone: 0870 243 4340

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure are in the policy wording.

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

Will I be entitled to compensation if Allianz Insurance plc cannot meet its liabilities?

You might be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot pay a claim.

You might be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from FSCS.

What will I be covered for?

This is only a summary of the cover provided by Fleet. A full description of the cover is in the policy wording.

Significant Features and Benefits	Significant Exclusions or Limitations	Policy Section
<p>Accident loss recovery and injury We will pay up to £50,000 of your legal costs to claim compensation after an event that was not your fault and which causes:</p> <ul style="list-style-type: none"> Your death or bodily injury. Damage to the insured vehicle. Damage to any personal property whilst in or on the insured vehicle 	<ul style="list-style-type: none"> Claims where you do not have a reasonable chance of winning. Any claim arising out of a contract you have with another person or organisation. Any claim for an event which is not covered under your current motor insurance policy. 	Section 1
<p>Motor contract We will pay up to £50,000 of your legal costs if you have a dispute over buying, selling, hiring, insuring, servicing, repairing or testing your vehicle. We will pay these costs if you are taking legal action against somebody else or if somebody is taking legal action against you.</p>	<ul style="list-style-type: none"> We will not pay the first £500 of every claim under this section. Any dispute over the amount of money or compensation due under an insurance policy. Any debts which are not disputed. Any event which occurs within the first three months of the date of this policy starting unless the claim is for new goods or services bought after the start of this policy. 	Section 2
<p>Motor prosecution defence We will defend you if you are prosecuted for an offence relating to you owning or using your vehicle. We will pay up to £50,000 to defend you.</p>	<ul style="list-style-type: none"> Driving while under the influence of drink or drugs. Driving without insurance. Any offence which would be covered under your motor insurance policy. 	Section 3
<p>Lawphone You can ring our legal advice line, Lawphone, to get advice on any personal legal problem. Lawphone is open 24 hours a day, all year round.</p>	<ul style="list-style-type: none"> Advice is only available over the telephone. Advice only relates to commercial legal problems. 	Lawphone

In addition the following significant exclusions or limitations apply to the sections listed below.

Significant Features and Benefits	Significant Exclusions or Limitations	Policy Section
<p>Accident loss recovery and injury, Motor contract and Motor prosecution defence</p>	<ul style="list-style-type: none"> The insured vehicle being used for racing, rallies or competitions. Costs we have not agreed to in writing. Claims you report more than six months after they have happened. At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises. 	<p>Exclusions that apply to all sections</p> <p>Condition 2b under Conditions that apply to all sections</p> <p>Condition 6 under Conditions that apply to all sections</p>

Fleet Policy Wording

We agree to cover the person or organisation named in the schedule under the conditions of the policy as long as:

- the event giving rise to the claim happened within the **territorial limit** and within the **period of insurance**; and
- the claim will be decided by a court within the **territorial limit**.

The contract between **you** and **us** is based on the proposal and declaration **you** have filled in.

Definitions

We, us, our

Allianz Legal Protection, part of Allianz Insurance plc.

You, your

- The person or organisation named in the schedule and any partners, directors and employees; and
- Any person authorised by **you** to drive or be a passenger in or on an **insured vehicle**.

Insured vehicle

The motor vehicles shown in the schedule which **you** own or are legally responsible for.

This also includes any caravan or trailer attached to **your** motor vehicle.

Legal representative

The solicitor or other person appointed with **our** agreement under this policy to represent **you**.

Costs

Under this policy **we** will pay the following.

- The professional fees and expenses reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts.
- **Your** opponent's **costs** which **you** are ordered to pay by a court or tribunal.

Territorial limit

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

For vehicle type 1 (as shown in the schedule) **territorial limit** includes Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey. **You** can have cover in these countries for 30 days in any **period of insurance** as long as the vehicle is not being used for business purposes.

Period of insurance

The period shown in the schedule.

The most **we** will pay for all claims arising from one event is £50,000.

Section 1 Accident loss recovery and injury

What is covered

We will pay the **costs** of **you** taking any legal action as a result of any road accident which causes the following.

- **Your** death or bodily injury while **you** are in, on or getting into or out of the **insured vehicle**.
- Damage to the **insured vehicle**.
- Damage to property which you own or are legally responsible for and which is in or on the **insured vehicle**.

We will provide this cover as long as:

- the claim is not covered under any other insurance policy, and
- there is a reasonable chance of recovering damages.

What is not covered

We will not provide cover for the following.

- 1 Any claim arising out of a contract **you** have with another person or organisation.
- 2 A claim for an event which is not covered under **your** current motor insurance policy.

Section 2 Motor contract

What is covered

We will pay the **costs** of **you** taking or defending legal action as a result of any action arising from a contract **you** have to:

- buy, hire, sell or insure an **insured vehicle** or its spare parts or accessories; or
- service, repair or test an **insured vehicle** or use the vehicle to carry goods or passengers.

The amount in dispute at the time of making the claim must be greater than the small claims track limit.

What is not covered

We will not provide cover for the following.

- 1 The first £500 of every claim under this section.
- 2 A dispute over the amount of money or other compensation due under an insurance policy.
- 3 Any debts which are not disputed.
- 4 Any event which occurs within the first three months of the date this policy starts, unless the claim is for new goods or services bought after the start of this policy..

Section 3 Motor prosecution defence

What is covered

We will pay the **costs** of defending **your** legal rights after any event which results in the following.

- Criminal proceedings being brought against **you** for an offence relating to **your** owning or using an **insured vehicle**.
- A hearing about withdrawing, restricting or suspending **your** large goods, public service vehicle, hackney carriage or private hire licence, or any licence granted by the Ministry of Transport (other than a hearing arising due to a commercial decision made by **you**).

We will provide this cover as long as the alleged criminal act happened within the **period of insurance**.

What is not covered

We will not provide cover for the following.

- 1 Driving while under the influence of drink or drugs.
- 2 Driving without insurance.
- 3 Any offence which would be covered under **your** motor insurance policy.

Exclusions that apply to all sections

We will not provide cover for the following.

- 1 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- 2 Any fines or penalties.
- 3 The **insured vehicle** being used for racing, rallies or competitions.
- 4 Disputes between **you** and **us**.
- 5 **Costs we** have not agreed to in writing.
- 6 Any **costs** covered by another insurance policy.
- 7 **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
- 8 Any VAT which **you** can recover from elsewhere.
- 9 Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 10 Claims arising from war, invasion, riot, revolution or a similar event.
- 11 Disputes or claims arising from anything **you** did deliberately or recklessly.
- 12 Any claim while:
 - **you** are insolvent (or have committed an act of insolvency);
 - **you** have made an arrangement with the people **you** owe money to;
 - **you** have entered into a deed or arrangement;
 - **you** are in liquidation;
 - part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator; or
 - there is an administration order over **your** affairs, assets or property.

Conditions that apply to all sections

If **you** do not keep to the conditions **we** may cancel the policy, refuse any claim and withdraw from any current claims.

1 Change of risk

You must immediately tell **us** about any change in circumstance which might affect **our** liability. **You** must also give **us** any further information **we** need and pay the appropriate extra premium or receive a refund of premium (as the case may be).

2 You must do the following.

- a Give **us** written details of **your** claim along with any other supporting information **we** ask for.
- b Make **your** claim within six months of the date of the event which gave rise to the dispute.
- c Follow the **legal representative's** advice and provide any information he or she asks for.
- d Take every step to recover **costs** and pay them to **us**.
- e Get **our** written permission before making an appeal.
- f Make sure that **your legal representative** keeps to condition 3 below.

3 Your legal representative must do the following.

- a Get **our** written permission before instructing a barrister or expert witness.
- b Tell **us** if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
- c Tell **us** immediately if the other party makes a payment into court or any offer to settle the matter.
- d Report the result of the claim to **us** when it is finished.

4 We will have the right to do the following.

- a Take over and conduct, in **your** name, any claim or proceedings.
- b Settle a claim by paying the amount in dispute.
- c Appoint the **legal representative** in **your** name and on **your** behalf.
- d Have any legal bill audited or assessed.
- e Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
- f End **your** cover if, during the course of the claim, **we** think 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** which **you** cannot recover from anywhere else.
- g At the end of the claim, settle the **costs** covered by this policy if those **costs** cannot be recovered from anywhere else.
- h End **your** cover and recover any **costs** from **you** which have already been paid if **you** withdraw **your** instructions to the **legal representative** without **our** agreement.

5 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.

6 Choosing the legal representative

At any time before **we** agree that legal proceedings need to be issued, **we** will choose the **legal representative**. **You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises. **You** must send his or her name and address to **us**. **We** may decide not to accept **your** choice. If **you** and **we** do not agree with **your** choice of **legal representative**, the matter will be settled using the procedure in condition 7.

When choosing the **legal representative**, **you** must remember **your** duty to keep the cost of any legal proceedings as low as possible.

7 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 **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs.

8 Cancellation rights

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid.

At any other time during the period of insurance, **we** or **you** may cancel the policy by giving 30 days notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid. If **we** cancel the policy during this time, **we** will refund any amount **you** have paid for the rest of the period of insurance, as long as **you** have not made a claim.

You cannot make a claim for an event which occurred after the date the policy was cancelled, but cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

Every notice to cancel this policy must be given in writing by recorded delivery. If **you** give **us** notice to cancel the policy, **you** must send it to **our** address. If **we** give **you** notice, **we** will 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.

9 Notices

Every notice which needs to be given under this policy must be given in writing.

If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.

10 Law and language of this policy

This policy is subject to the laws of England and Wales.

We will communicate with **you** in English.

How to make a claim

If **you** need to make a claim under section 1, contact the broker or intermediary who deals with **your** motor insurance and quote **your** policy number, which is shown on **your** policy schedule. He will pass the details of **your** claim on to a solicitor. If **you** have a problem contacting **your** broker or intermediary call **us** on **0870 243 4340**.

To claim under section 2 or 3 call Lawphone on 0870 241 4170 (or 0141 221 8878 in Scotland) and quote **your** policy number, which is shown on **your** policy schedule. **You** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **you** back. **We** will send **you** a claim form. Fill in the claim form and send it to:

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

We will contact **you** once **we** have received the claim form. If **your** claim is covered **we** will appoint the **legal representative** on **your** behalf. Please do not appoint a solicitor yourself.

Lawphone

Fleet policyholders also have access to Lawphone. This helpline provides advice on any of **your** company's legal matters 24 hours a day, 365 days a year. **We** may record the calls to protect **you**.

Call Lawphone on: 0870 241 4140
(in Scotland all: 0141 221 8878).

When **you** call Lawphone **you** will be asked for a brief summary of the problem. These details will be passed to an adviser who will return **your** call.

Customer Service

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 sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Please contact the Customer Satisfaction Manager at **our** address.

Our address is:

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

Phone: 0870 243 4340

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

The premium you have paid for this policy includes insurance premium tax.

www.allianzlegalprotection.co.uk

Allianz Insurance plc. Registered in England number 84638.

Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849 and this can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Allianz Insurance plc is a member of the Financial Ombudsman Service and Association of British Insurers.