



Motor – Elite

Under lock and key

Policy Information

Allianz Insurance plc | Legal Protection

Allianz 



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Elite Policy Summary

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 Elite?

Elite is a legal protection insurance policy, which will cover the legal costs if you need to claim uninsured losses after a road accident. The type of legal dispute you will be covered for and the amount we will pay (the limit of indemnity) is described in this summary and in the policy wording. These costs are insured by Allianz Legal Protection, part of Allianz Insurance plc.

Elite includes access to a 24-hour legal advice service and recovery of your vehicle after a road accident.

How long is it 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 of the wording.

How do I make a claim under Elite?

For:

- Legal advice call Lawphone on 0870 241 4140 (or 0141 221 8878 in Scotland).
- Accident loss recovery and Legal expenses claims call Car Crash Line (CCL) on 0844 412 4859. Alternatively you can contact the broker or intermediary who deals with your motor insurance, who will pass the claim details onto CCL. If you have a problem contacting CCL or your broker or intermediary, call us on 0870 243 4340.

These claims are managed by CCL on behalf of Allianz Legal Protection.

CCL's address is:

Car Crash Line Group Limited,
35 Black Moor Road,
Verwood,
Dorset,
BH31 6YS,
United Kingdom

- Recovery after an accident call 0800 587 9827 if you are in the UK or call 44 208 603 9457 with the appropriate international dialling code for the UK if you are outside the United Kingdom.

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: 0845 0700 886

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 Elite. A full description of the cover is in the policy wording.

Significant features and benefits	Significant exclusions or limitations	Policy Section
<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 personal legal problems. 	Lawphone
<p>Accident loss recovery We will pay up to £50,000 of the legal costs incurred by CCL on your behalf to try to recover your losses for damage to the insured vehicle or damage to any property which you own or are legally responsible for and which is in or on the insured vehicle following a road accident that was not your fault..</p>	<ul style="list-style-type: none"> • We will not cover any claim under Accident loss recovery if you are also claiming damages for your death or bodily injury arising out of the same road accident. 	Section 1a What is covered
<p>Legal expenses 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; or • damage to the insured vehicle; or • damage to any personal property whilst in or on the insured vehicle. 	<ul style="list-style-type: none"> • Claims that can be dealt with by CCL under the Accident loss recovery section of this policy. 	Section 1b What is covered
<p>Recovery after an accident Around the clock assistance to recover your vehicle which cannot be driven after an accident, fire, vandalism, theft or attempted theft.</p>	<ul style="list-style-type: none"> • Any insured vehicle which you hire out or use as a taxi. • Any insured vehicle stranded by snow, mud, sand or flood. • Any vehicle which weighs more than 3.5 tonnes when fully loaded. 	Section 2
<p>Handling messages If you have an accident, we will contact a person of your choice.</p>	<ul style="list-style-type: none"> • Contact to be made only by phone or fax. 	Section 2

Significant features and benefits	Significant exclusions or limitations	Policy Section
<p>Overnight accommodation We will provide overnight accommodation when you and your passengers cannot get home the same day (up to £50 per person per night; max. £300 per incident).</p>	<ul style="list-style-type: none"> You must be more than 25 miles away from your intended destination, and do not need recovery. 	Section 2
<p>UK medical assistance Emergency medical transfer in the UK to a hospital near your home for you and your passengers (up to £10,000).</p>	<ul style="list-style-type: none"> You must be more than 25 miles away from your home. We will not provide this cover while you are travelling between your home and your normal place of work. 	Section 2
<p>Emergency accommodation For you and your immediate family to visit you in hospital, including overnight accommodation (up to £5,200; £200 max. per person).</p>		Section 2
<p>Visits by immediate family Transport costs of a close relative visiting you in hospital (up to £250).</p>		Section 2
<p>Onward Travel If the only driver is injured after an accident and cannot drive we will take you and your passengers to your destination.</p>	<ul style="list-style-type: none"> The destination must be within the territorial limit. 	Section 2

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 Legal expenses</p>	<ul style="list-style-type: none"> • Any costs covered by any other insurance policy. • Claims where you do not have a reasonable chance of winning. • Costs we have not agreed to in writing. • You must make your claim within six months of the date of the road accident. • 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>What is not covered</p> <p>Condition 1b</p> <p>Condition 5</p>

Your Policy Wording

Lawphone

Elite includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice you get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0870 241 4140 (Scotland: 0141 221 8878)

When **you** call **Lawphone** quote GLO100M, and confirm the name of the broker or intermediary who deals with **your** motor insurance. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

We may record calls to protect **you**.

We agree to cover the person named in **your** motor insurance schedule under the terms and conditions of this policy, as long as the premium has been paid.

Definitions

The following definitions apply to sections 1a, 1b and 2.

Insured vehicle

Your motor vehicle as described in **your** current certificate of motor insurance.

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

Period of insurance

The period shown in **your** current certificate of motor insurance.

Territorial limit

The **territorial limit** is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, 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, your

The person named in **your** motor insurance schedule or any person authorised to drive or be a passenger in the **insured vehicle**.

The following definitions apply to sections 1a and 1b only.

CCL

Car Crash Line who manage claims under section 1a of this policy on **our** behalf.

Their address is:
35 Black Moor Road
Verwood
Dorset
BH31 6YS
United Kingdom

Costs

We will pay the following under sections 1a and 1b of this policy 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** opponent's **costs** in civil cases which **you** are ordered to pay by a court 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**.

The most **we** will pay for all claims arising out of any one road accident is £50,000.

Legal representative

CCL, the solicitor or other person appointed with **our** agreement under sections 1a or 1b of this policy to represent **you**. 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 which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 6.

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

Standard basis

The assessment of **costs** which are proportionate to **your** claim.

We, Us, Our

Allianz Legal Protection, part of Allianz Insurance plc.

Section 1a – Accident loss recovery

What is covered by section 1a

We will pay the **costs** of **CCL** who will try to recover **your** loss or losses for damage to the **insured vehicle** or damage to property which **you** own or are legally responsible for and which is on or in the **insured vehicle** from **your** opponent following a road accident.

CCL will try to recover **your** loss or losses as long as:

- the claim is not covered under any other insurance policy;
- the road accident happened within the **territorial limit** and within the **period of insurance**;
- there is a reasonable chance of recovering **your** loss or losses at all times.

CCL will not try to recover **your** loss or losses if:

- **you** are also claiming damages for **your** death or bodily injury arising out of the same road accident;
- **we** agree that legal proceedings need to be issued;
- a conflict of interest arises which means that **CCL** cannot act for **you**; or
- at any other time **we** agree to appoint a **legal representative**.

Section 1b – Legal expenses

What is covered by section 1b

We will pay the **costs** of **you** taking legal action against **your** opponent 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 cannot be dealt with by **CCL** under section 1a of this policy;
- the claim is not covered under any other insurance policy;
- the road accident happened within the **territorial limit** and within the **period of insurance**;
- the claim will be decided by a court within the **territorial limit**; and
- there is a reasonable chance of recovering damages from **your** opponent at all times.

What is not covered under sections 1a and 1b

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.
- 3 Disputes between **you** and **us** or **you** and **CCL**.
- 4 **Costs we** have not agreed to in writing.
- 5 Any **costs** incurred before **we** have accepted **your** claim in writing.
- 6 **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
- 7 Any VAT **you** can recover from elsewhere.

Conditions that apply to sections 1a and 1b

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

1 You must:

- 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 road accident.
- c not appoint a **legal representative**.
- d follow the **legal representative's** advice and provide any information he or she asks for.

- e take every step to recover **costs** and pay them to **us**.
- f get **our** written permission before making an appeal.
- g make sure that the **legal representative** keeps to condition 2 below.

2 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.

3 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** or **CCL** at any time, and have access to all statements, opinions and reports.
- f End **your** claim 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 Settle the **costs** covered by sections 1a and 1b of this policy at the end of the claim.
- h End **your** claim 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 **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 which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition 6.

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

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 **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.

How to make a claim under sections 1a and 1b

If **you** need to make a claim under section 1a or 1b, call **CCL** on **0844 412 4859**.

Alternatively **you** can contact the broker or intermediary who deals with **your** motor insurance, who will pass the claim details onto **CCL**. If **you** have a problem contacting **CCL** or **your** broker or intermediary, call **us** on **0870 243 4340**.

You will be asked for a brief summary of the problem.

If **your** claim is covered and **CCL** cannot deal with it under section 1a of this policy, **CCL** will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

You must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If **you** have already seen a solicitor before **we** have accepted **your** claim, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** under sections 1a or 1b of this policy from the time **we** have accepted **your** claim and appointed the **legal representative**.

Section 2 – Recovery and medical assistance services

Mondial Assistance (UK) Limited administers the cover under section 2.

The cover under section 2 is insured by ELVIA Travel Insurance International N.V. (Netherlands) and is administered in the UK by Mondial Assistance (UK) Limited, registered in England number 1710361. Registered office: Mondial House, 102 George Street, Croydon, CR9 1AJ.

Mondial's address is:
Mondial House
102 George Street
Croydon, CR9 1AJ

Mondial Assistance (UK) Limited is authorised and regulated by the Financial Services Authority (FSA). ELVIA Travel Insurance International N.V. (Netherlands) is authorised by the Dutch Insurance Chamber in Holland and regulated by the Financial Services Authority for the conduct of UK business.

The following definitions apply to section 2 only.

We, us, our

Mondial Assistance (UK) Limited.

What is covered

1 Recovery after an accident

We will recover the **insured vehicle** if it cannot be driven as a result of an accident, fire, theft, attempted theft or an act of vandalism within the **territorial limit**. **We** will take **you** and up to 6 passengers, together with the **insured vehicle** and **your** baggage, to **your** intended destination.

We will provide this cover as long as the **insured vehicle** is a business or privately registered:

- motor car or van which weighs no more than 3.5 tonnes when fully loaded;
- three wheeler; or
- motorcycle.

2 Handling messages

After an accident **we** will try to get a message to a person of **your** choice who **we** can contact by phone or fax.

3 Overnight accommodation

If the **insured vehicle** cannot be driven after a road accident and **you** are more than 25 miles away from **your** intended destination, but recovery is not required, **we** will pay for one night's hotel accommodation for **you** and up to 6 passengers. The most **we** will pay for hotel accommodation is £50 for each person.

4 UK medical assistance

If **you** go into hospital after a road accident and are more than 25 miles from **your** home, **we** will pay up to £10,000 in order to:

- a transfer **you** to a hospital near **your** home if this is medically possible and **you** expect to be in hospital for more than 48 hours; or
- b get **you** home by public transport after **you** leave hospital.

We will not provide this cover while **you** are travelling between **your** home and **your** regular place of work.

5 Emergency accommodation

We will pay up to £200 per person for 2 nights' hotel accommodation so that members of **your** immediate family can stay near **you**.

If **you** cannot be transferred to a local hospital within 12 months of the date of the road accident, **we** will extend this cover to 26 fortnightly visits (each visit being limited to 2 nights).

6 Visit by immediate family

After a road accident, **we** will pay transport costs of up to £250 so a member of **your** immediate family can visit **you**.

7 Onward travel

If the only driver is injured after a road accident and so cannot drive, **we** will transport **you** and up to 6 passengers along with the **insured vehicle** and **your** baggage to a single destination within the **territorial limit**.

What is not covered

We will not provide cover for the following.

- a Any **insured vehicle** which **you** hire out or use as a taxi.
- b Any **insured vehicle** stranded by snow, mud, sand or flood.
- c Any ferry and toll fees.
- d Any storage or release fees.

What to do in the event of an accident

- a In the UK call **us** on **0800 587 9827**.
- b Outside the United Kingdom, call **44 208 603 9547**. Please use one of the following international dialling codes for the UK before **you** dial the above telephone number, depending on the country **you** are calling from.

In Andorra	19
In Finland	990
In Monaco	19
In Portugal	097
In Sweden	009
In Slovenia	99
All others	00

- c **Our** operator will ask **you** the following.
 - Where **you** are.
 - **Your** vehicle registration number.
 - The make and colour of **your** vehicle.
 - A telephone number **we** can contact **you** on.
 - Details of what has happened
- d Do not make **your** own arrangements.
- e **You** and **your** passengers must be with the **insured vehicle** when the repair vehicle arrives, unless **you** have made other arrangements with **us**.

f If **you** have a problem on a motorway outside of the United Kingdom or Republic of Ireland, **you** will have to use the roadside telephone. **You** will be connected to the authorised motorway services, not **our** control centre. **You** may have to pay for the cost of labour and towing the **insured vehicle** on the spot, but **you** can claim these costs back from **us** when **you** get home by calling **us** on **020 8603 9547**.

General Exclusions

What is not covered by sections 1a, 1b or 2

We will not provide cover for the following.

- a** 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.
- b** The **insured vehicle** being used for racing, rallies or competitions.
- c** Any **costs** covered by any other insurance policy.
- d** Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

e Claims arising from war, invasion, riot, revolution or a similar event.

f Any claim where **you** do not have a valid:

- motor insurance policy;
- road fund licence or MOT certificate for the **insured vehicle**; or
- driving licence.

g Any claim that happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.

General Conditions

Conditions that apply to sections 1a, 1b and 2

a 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 canceling 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.

b Notices

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

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

c Law and language of this policy

This policy will be governed by the laws of England and Wales.

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

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: 0845 0700 886

If **your** complaint is about section 2 please contact the Quality Standards Manager at the following address.

Mondial Assistance (UK) Ltd
Mondial House
102 George Street
Croydon CR9 1AJ
United Kingdom.

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.