

Car

Legal Protection Section

Cornhill

Direct

PLEASE KEEP YOUR POLICY IN A SAFE PLACE



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Introduction

Cornhill

Direct

This is **your** Cornhill Direct Car legal protection section.

Please take time to read this section to make sure that it meets **your** needs and that **you** understand the cover provided, what is not covered and the conditions. If there is anything **you** do not understand, please let **your** insurance advisor or **us** know.

This cover is only operative if **you** have paid or agreed to pay the premium and **your** schedule states that **you** have this cover. **We** will cover **you** in accordance with the terms and conditions of this section for an event that takes place during the **period of insurance** and within the **territorial limits**.

This legal protection section together with **your** Cornhill Direct Car Insurance policy wording and policy schedule forms **your** contract.

The premium **you** have paid for this section includes insurance premium tax.

If **you** have any questions, please contact **us** on 0344 391 4108 and **our** Customer Service team will be pleased to help.

Signed on behalf of Allianz Insurance plc



Jonathan Dye
Chief Executive

Financial Services Compensation Scheme

If **Allianz** is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Legal advice

Your Car legal protection section 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.

We may record the calls for **your** and **our** mutual protection and **our** training purposes.

Lawphone: 0370 241 4140

When **you** call Lawphone please quote master policy reference number **34378**. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

How to make a claim

You must first make a valid claim on **your** car insurance cover. Just call car claims on 0344 391 4111.

When **you** call **you** will be asked for full details of the accident. Please quote master policy number **34378**.

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 in writing, **we** will not pay any fees or other expenses that **you** have incurred. If **your** claim is covered, **we** will appoint the **legal representative** that **we** have agreed to in **your** name and on **your** behalf and will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 6 **Freedom to choose the legal representative** on page 9 of this section for an explanation of when **you** can choose the **legal representative**.

Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this section.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, **we** will seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult in order to make **our** decision.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c or 1d on page 8 of this section, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

How to make a complaint

Our aim is to get it right, first time every time. If **you** have a complaint we will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **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 issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

If **you** have a complaint, please contact **our** Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Legal Protection,
2530 The Quadrant,
Aztec West,
Bristol
BS32 4AW.

Telephone: 0345 0700 886
Email: legalprotection@allianz.co.uk

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address:
allianzretailcomplaints@allianz.co.uk

Alternatively, **you** can contact the Financial Ombudsman Service directly.

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

The meaning of words

Some of the words in this section have specific meanings. These are explained below and have the same meaning wherever they appear in **bold** text throughout this section.

Civil case – A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs – Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative**, on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Court Costs Office which **you** cannot recover from **your** opponent.
- **Your** opponent's legal costs and expenses incurred in a **civil case** 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 are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with General condition 3f on page 9 of this section.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

Damages – Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Legal representative – The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this section.

Period of insurance – The period shown in **your** current certificate of motor insurance for **your** car.

Reasonable prospects of success – There are reasonable prospects of success if, at all times during **your** legal action against **your** opponent, it is more likely than not that:

- a court would:
 - i decide the legal action in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
 - ii award **you** a more favourable settlement than has already been offered by **your** opponent;

and

- if you are seeking **damages** from **your** opponent, **you** will recover them.

We explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' on page 2 of this section.

Standard basis – The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

Territorial limit – The **territorial limit** is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

We, us, our, Allianz – Allianz Legal Protection, a trading name of Allianz Insurance plc.

Your car – **Your** motor car as described in **your** current certificate of motor insurance. This also includes any caravan or trailer attached to **your car**.

You, your – The person named in the schedule or any person authorised to drive or be a passenger in **your** car.

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent for damages arising from an accident involving **your car** that:

- **we** and the **legal representative** agree is not **your** fault; and
- was caused by **your** opponent; and
- causes:
 - i **Your** death or bodily injury whilst **you** are in, on or getting into or out of **your car**; or
 - ii Damage to **your car**; or
 - iii Damage to property which **you** own or are legally responsible for and which is in or on **your car**.

The cover provided by this section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the accident happened within the **territorial limit** and within the **period of insurance**; and
- the legal action will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same accident involving **your car** is £100,000.

General exclusions

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 the current motor insurance policy **you** have for **your car**.
- 3 Any claim which **you** report to **us** more than six months after the accident involving **your car**.
- 4 Disputes between **you** and **us**.
- 5 Any **costs**:
 - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
 - **we** have not agreed to in writing;
 - **you** have paid directly to the **legal representative** or any other person without **our** permission;
 - relating to an appeal following a decision by a court in respect of **your** legal action against **your** opponent unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
 - that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during the **legal action**.

6 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:

- legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
- **damages you** receive from **your** opponent.

These types of contracts are normally referred to as either conditional fee agreements or damages-based agreements.

7 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.

8 Any dispute arising from:

- an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
- any other challenge to any existing or proposed legislation.

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

- motor insurance policy that covers **your car**; or
- MOT certificate or taxation for **your car** where either of these are required by law; or
- driving licence.

10 Any claim arising from **your car** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.

11 Any accident involving **your car** that **you** were aware of, or should have been aware of, before the cover under this section started.

12 Any fines or other penalties awarded against **you** by a court.

13 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.

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

General conditions

The following Conditions apply to this section. **You** must keep to them in order to have the full protection of this section. If **you** do not, and the Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse the claim or withdraw from any current claim. If **you** do not keep to Condition 1c, 1d and 1e below **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

1 You must:

- a make **your** claim within six months of the date of the accident involving **your car**;
- b not appoint a **legal representative** to represent **you** in **your** legal action;
- c at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation. **You**, and anyone acting on **your** behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to **your legal representative** or to **us**;
- d follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include attending all court hearings or other appointments that the **legal representative** asks **you** to attend;
- e not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**;

- f get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
- g instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this section to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;
- h instruct the **legal representative** to keep to Condition 2 below.

2 The legal representative must:

- a get **our** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action;
- b tell **us** at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean that:
 - **reasonable prospects of success** no longer exist; or
 - the **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
- c tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
- d report the result of **your** legal action to **us** at the first opportunity after it is finished;
- e take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

3 We will have the right to do the following.

- a Appoint the **legal representative** in **your** name and on **your** behalf.
- b Take over and conduct, in **your** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that we have paid in respect of **your** legal action.
- c Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d Appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e End **your** claim if, at any time during **your** legal action we believe that **reasonable prospects of success** no longer exist. If, after we end **your** claim, **you** continue the legal action and get a better settlement than we expected, we will pay **your costs** which **you** cannot get back from anywhere else.
- f Have any legal bill assessed if we and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If we do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. We will not pay any more than the **costs** that are determined as reasonable by the assessment.
- g Settle **your** claim by paying the amount in dispute. If we do this we will not pay any **costs** incurred after the date that we tell

you, and any **legal representative**, that we have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date we decide to settle **your** claim. In these circumstances we will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)

- h Settle the **costs** covered by this section at the end of **your** legal action.

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 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this section, we will only pay **our** share of the **costs** of the claim.

6 Freedom to choose the legal representative

At any time before we and the **legal representative** agree that legal proceedings need to be issued in a court, we will choose the **legal representative**.

You have the right to choose the **legal representative** if we and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct.

You must send the name and address of **your** chosen **legal representative** to us. If we agree to appoint **your** chosen **legal representative**,

he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition 7 Disputes of this section.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** 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 will be a solicitor, barrister or other suitably qualified person that **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. If the arbitrator decides that **you** must pay some, or all, of the costs of the arbitration those costs will not be covered by this section.

8 Cancellation rights

You may cancel this section within 14 days of receiving **your** section wording. **You** can do this by writing to, telephoning or emailing **us** at the address shown below. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel this section by giving **us** 30 days' notice. If **you** cancel this section during this time, **you** will not be entitled to a refund of the money **you** have paid.

We can cancel this section by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person or organisation that has taken out this section knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition 13 Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

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

Every notice to cancel this section must be given by writing to, telephoning or emailing **us** at **our** address shown below. If **you** give **us** notice to cancel this section, **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
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
United Kingdom.
0370 243 4140
alpenquiries@allianz.co.uk

If **your** Cornhill Direct Car Insurance is cancelled at any time, this section will also be cancelled from the same date.

9 Notices

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

If **you** give **us** notice, **you** must send it to **our** address shown in General condition 8 Cancellation rights above.

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

10 Changes during the period of insurance

If **we** need to make changes to this section, **we** will normally only do this at **your** next renewal date. **We** will not change this section during the **period of insurance** unless:

- a **we** are required to do so because of a change in any law that is relevant to this section; or
- b **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- c a service provided under this section by any organisation other than us is no longer available and we need to:
 - change the provider of the service; or
 - change the service; or
 - remove the service.

If **we** do need to change this section, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

11 Law and language of this section

Unless **we** agree otherwise:

- a the language of this section and all communications relating to it will be in English;
- b English law will apply to this contract of insurance.

12 Automatic Renewal

If **you** pay **your** premium by instalment when this section is due for renewal **we** will renew it for **you** automatically, this saves **you** the worry of remembering to contact **us** prior to the renewal date. **We** will write to **you** before this section expires with full details of **your** next

year's premium and section conditions. If **you** do not want to renew this section, all **you** need to do is call **us** on 0344 391 4108 to let **us** know.

Should **we** decide that **we** will not renew this section **we** will notify **you** in writing prior to the renewal date.

The automatic renewal process only applies if premium is paid by instalment.

If **you** cancel outside of this 14 day cancellation period **you** may not receive a return of **your** premium, see General condition 8 Cancellation rights.

13 Fraud

If **you** or anyone acting on **your** behalf:

- a makes any false or fraudulent claim;
- b makes any exaggerated claim;
- c supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused;

we will:

- refuse to pay the whole of the claim; and
- recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **you** will:

- a have no cover under the policy from the date of the termination; and
- b not be entitled to any refund of premium.

14 Rights of parties

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

Data protection

Allianz Insurance plc is part of the Allianz global group of companies ("Allianz"). Personal data (including sensitive personal data about health or medical conditions) may be used by **us** for the purposes set out in this document.

By providing personal information (including any sensitive health and medical information) to **us**, **you** consent to its use as described in this document. By giving **us** information about another individual, **you** confirm that **you** have that individual's permission to provide it to **us** for use as described in this document.

How we will use your data

We may use **your** data for the following purposes.

- To administer this section, including claims processing and payment.
- To make decisions on whether to provide insurance cover.
- To prevent and investigate crime, including fraud and money laundering.
- To comply with any legal and regulatory requirements.

Calls to **us** may be monitored or recorded for **our** mutual security, for consistent quality of service and for staff training.

We may transfer personal data to countries outside of the European Economic Area for the above purposes or to other countries and territories which may not offer the same level of data protection as the United Kingdom. If **we** do so, **we** will ensure an adequate level of protection for **your** information.

Who do we share data with?

Personal data may be shared with Allianz in the United Kingdom and **our** service providers and agents for the purposes set out in this section document. **We** may also share **your** personal data with brokers, other insurance organisations, professional advisors and mediation companies. Personal data will also be shared with other third parties if required by law.

To check the information **you** have provided, and to detect and prevent fraudulent claims, information (including details of injuries) may be put on registers of claims and shared with other insurers.

We may search these registers to detect and prevent fraud.

If **our** business (or any part of it) is sold or transferred at any time, the information **we** hold may form part of the assets sold or transferred, although will still only be used for the purposes set out in this section. **We** may also disclose information **we** hold about **you** to a potential seller or buyer of any of **our** companies or parts of **our** business on a strictly confidential basis.

Access to your personal information

Individuals have the right to request a copy of the personal data that is held about them, and to ask for any inaccuracies to be corrected (for a small charge). Please contact **our** Customer Satisfaction Manager at Allianz Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AW or e-mail: legalprotection@allianz.co.uk.

How to contact us

0370 241 4140

Lawphone and Legal Protection Helpline

0344 391 4108

Car Insurance Customer Helpline

Open 8am – 8pm Monday – Friday

9am – 3pm Saturday

0344 391 4111

Car Claims Helpline

Open 8am – 6pm Monday – Friday

9am – 1pm Saturday

To improve our customer service, calls may be recorded or monitored

www.cornhilldirect.co.uk

Cornhill Direct is a trading name of Allianz Insurance plc (Registered in England No 84638), Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register No. 121849.

A company of **Allianz** 

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