



Motor Legal Expenses legal protection policy wording



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Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your needs, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence and if you need to make a claim, you can rest assured that you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

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IMPORTANT
Should you need further details or have any questions your insurance adviser will be delighted to help.

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

This is **your** Motor Legal Expenses Insurance Policy, master policy number 36919.

This policy wording forms **your** contract of insurance with **us**.

Please take time to read this policy 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 adviser or **us** know.

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in **bold** text throughout this policy.

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

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

Signed on behalf of Allianz Insurance plc.



Simon McGinn
Chief Executive Allianz Commercial

Financial Services Compensation Scheme

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

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet their liabilities. Further information about compensation scheme arrangements is available at [fscs.org.uk](https://www.fscs.org.uk), by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Lawphone

Your Motor Legal Expenses policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any motor related legal matter. The advice **you** get 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 confirm that **you** are a Motor Legal Expenses Insurance customer and quote Master Policy number 36919. **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.

How to make a claim

If **you** need to make a claim against this policy, please call **0333 241 9566**. If **your** claim is covered **we** will appoint a **legal representative** in **your** name and on **your** behalf.

For all claims made under this policy, **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. **We** 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 of Policy Conditions that apply on page 10 of this policy 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 policy.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** and the **legal representative** do not agree on whether **reasonable prospects of success** exist, **we** will also seek the opinion of any other legally qualified adviser or other expert appropriate to **your** claim that **we** feel it is necessary to consult.

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** of Policy Conditions that apply on page 9 of this policy, **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

We hope that **you** are completely happy with this policy and the service that **you** receive. However, if **you** do have any reason to make 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 **your** complaint relates to the sale of this policy, please contact **your** insurance broker iGO4. If **your** complaint relates to this policy or a claim, please contact the **Policy Administrator** at:

Customer Relations
Kingfisher House
Peel Avenue
Wakefield
WF2 7UA

Telephone: **01904 663 883**
Email: customer.relations@coralinsurance.co.uk

It will assist us in handling **your** complaint quickly if **you** can have **your** claim reference available when **you** call us.

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: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

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

The meaning of words

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

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 set 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 Condition **3f** of Policy Conditions that apply on page 10 of this policy.

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.

Insured vehicle

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

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

Legal representative

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

Period of insurance

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

Policy Administrator

Coral Insurance Services Limited.

Reasonable prospects of success

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

- a court would:
 - 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
 - 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 3 of this policy.

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.

The meaning of words (continued)

Territorial limit

The **territorial limit** for this policy is Great Britain, Northern Ireland, Channel Islands, the Isle of Man, any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

We, Us, Our, Allianz

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your

The person or organisation that has taken out this policy and, at the request of that person or organisation, any person authorised to drive or be a passenger in the **insured vehicle**.

Uninsured Loss Recovery

This policy provides the cover described below. In addition to the terms described for this cover, the General exclusions on page 11 and the General conditions on pages 12 and 13 also apply.

Uninsured Loss Recovery

What Is Covered

We will pay the **costs** incurred by the **legal representative** to take legal action against **your** opponent to recover **your damages** arising from a road accident involving **your insured vehicle** 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 the **insured vehicle**; or
 - ii** damage to the **insured vehicle**; or
 - iii** damage to property which you own or are legally responsible for and which is on or in the **insured vehicle**.
 - iv** any other uninsured losses (including but not limited to alternative transportation costs that **you** have paid for, should **your** vehicle be unusable following an accident, loss of earnings as a result of an accident requiring **you** to take time off work or **your** policy excess).

We will provide this cover as long as:

- the accident happened within the **territorial limits** and during the **period of insurance**; and
- the legal action will be decided by a court within the **territorial limits**; 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 insured vehicle** is £100,000.

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, including but not limited to an agreement to defer the cost of hire car charges or repair costs, usually known as a credit hire or credit repair agreement.
- 2** A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- 3** Any claim where **you** do not have a valid:
 - motor insurance policy that covers the **insured vehicle**; or
 - MOT certificate or taxation for the **insured vehicle** where either of these are required by law; or
 - driving licence.
- 4** Any claim where **we** have been prejudiced as a result of **you** reporting to **us** more than six months after the:
 - date **you** first knew, or should have known, that criminal proceedings were to be brought against **you**; or
 - event, or series of events which gave rise to the dispute first occurred; or
 - accident involving **your insured vehicle**.
- 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.

Uninsured Loss Recovery (continued)

- 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 at the end of a **civil case** 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 actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this policy started.

9 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.

10 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.

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

Policy Conditions that apply

The following conditions apply to **your** policy. **You** must keep to the Conditions to have the full protection of **your** policy.

1 You must:

- a** make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred, or as soon as reasonably practicable providing there has been no prejudice to **us**.
- 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 going to 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 policy 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

If **you** do not keep to Condition **1c**, **1d** or **1e** **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.

2 The legal representative must:

- a** get **our** written permission before instructing a barrister or other legally qualified adviser 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 losses or 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.

Policy Conditions that apply (continued)

- 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 adviser 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 **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 policy 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 policy, **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 or defended 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 **d** Disputes on page 12 of this policy.
- When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

General Exclusions

In addition to the exclusions described in 'What is not covered' **we** will not provide cover for the following.

- a** The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
- b** Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- c** Disputes between **you** and **us**.
- 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.

General Conditions

In addition to the Conditions described above, the following Conditions apply to all sections of this policy.

a Cancellation rights

You may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid provided no claims have been made or are pending.

At any other time during the **period of insurance**, **you** can cancel the policy by giving **us** 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.

We can cancel the policy 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 policy knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition **f** 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 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. If **you** give **us** notice to cancel the policy, **you** must send it to the address of the broker or intermediary who deals with **your** motor policy. If **we** give **you** notice, **we** will send it to **your** last known address.

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 shown in General condition **a** Cancellation rights above.

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

c Changes during the period of insurance

If **we** need to make changes to **your** policy, **we** will normally only do this at **your** next renewal date.

We will not change **your** policy during the **period of insurance** unless:

- a **we** are required to do so because of a change in the law; 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 policy 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 **your** policy, we will give **you** 30 days' notice in writing of the change and how it will affect **you**.

d 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 policy.

General Conditions (continued)

e Law and language of this policy unless we agree otherwise:

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

f Fraud

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

- a makes any false or fraudulent claim;
- b makes any exaggerated claims;
- 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:
 - i refuse to pay the whole of the claim; and
 - ii 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 have 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.

g Rights of parties

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

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

Coral Insurance Services Limited – Privacy Statement

For full details of how Coral Insurance Services Limited protect your privacy and process your data their Privacy Statement can be viewed online by visiting www.coralinsurance.co.uk/privacy-policy/.

Alternatively, you can request a printed version by contacting their Data Protection Officer or Customer Service Team by calling **01904 663 883**, by email customer.relations@coralinsurance.co.uk or by writing to:

DPO
Coral Insurance Services Limited
Kingfisher House
Peel Avenue
Wakefield WF2 7AU

This policy is arranged and administered by Coral Insurance Services Limited who are authorised and regulated by the Financial Conduct Authority under number 608559.

Registered office: Bath House, 16 Bath Row, Stamford, Lincolnshire, PE9 2QU

Allianz Insurance plc.

Registered in England number 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 number 121849.