

Car

Legal Protection Policy

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 read it carefully and keep it in a safe place.

This cover is only operative if **you** have paid the appropriate premium and **your** schedule shows that **you** have this cover.

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

If **you** have any questions, please contact **us** on 0844 391 4108 and **our** Customer Service team will be pleased to help.

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

The advice **you** get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0870 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 adviser 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 0844 391 4111.

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

Your Car Legal Protection section includes access to one of **our** approved specialist solicitors if **your** claim is covered. **You** must not appoint a solicitor yourself.

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. 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 the claim and appointed the **legal representative**.

The meaning of words

The following definitions apply to this Car Legal Protection section. They have the same meaning wherever they appear in **bold** text throughout this section.

We, us, our - Allianz Legal Protection, part of Allianz Insurance plc.

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

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**.

Legal representative - The solicitor or other person appointed with **our** agreement under 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.

Territorial limits

- Great Britain, Northern Ireland, the Isle of Man the Channel Islands, the Republic of Ireland, Andorra, Austria, Belgium, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Holland, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Norway, Poland, Portugal, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

Costs

- Under this section **we** will pay the following.
- 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 cannot be recovered from **your** opponent.

- **Your** opponent's **costs** which **you** are ordered to pay by a court or tribunal.

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 the **costs** from the time **we** have accepted the claim and appointed the **legal representative**.

The most **we** will pay for all claims arising out of any one road accident is **£100,000**.

Period of insurance

- The period shown in the schedule **your** current Certificate of Motor Insurance.

Standard basis

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

What is covered

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

- 1 **Your** death or bodily injury while **you** are in, on or getting into or out of **your car**.
- 2 Damage to **your car**.
- 3 Damage to property which **you** own or are legally responsible for and which is in or on **your car**.

We will provide this cover as long as:

- 1 the claim is not covered under any other insurance policy;
- 2 the road accident happened within the **territorial limits** and within the **period of insurance**;
- 3 the claim will be decided by a court within the **territorial limits**; and
- 4 **you** have a reasonable chance of successfully recovering damages, at all times.

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 car insurance policy.
- 3 **Your car** 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** incurred before **we** have accepted **your** claim in writing.
- 7 Any **costs** covered by another insurance policy.
- 8 **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
- 9 Any VAT which **you** can recover from elsewhere.
- 10 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.

11. Claims arising from war, invasion, riot, revolution or a similar event.
12. Any claim which happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.
13. 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.
14. Any fines or penalties.
15. An application for a judicial review.

Conditions

If **you** do not keep to the conditions, **we** will have the right to cancel this section and refuse any claim and withdraw from any current claim.

1 You must:

- a report any claim to **us** and not to any other person or organisation.
- b not appoint a **legal representative**.
- c give **us** written details of **your** claim along with any other supporting information **we** ask for.
- d make **your** claim within six months of the date of the road accident.
- e follow the **legal representative's** advice and provide any information he or she asks for.
- f take every reasonable step to get **costs** back and pay them to **us**.
- g get **our** written permission before making an appeal.
- h make sure that the **legal representative** keeps to all parts of condition 2 below.

2 The 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, getting damages back or getting any other solution.
- c Tell **us** immediately if **you** or **your** opponent make a payment into a 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** at any time, and have access to all statements, opinions and reports relating to the claim.
 - 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**.
 - g Settle the **costs** covered by 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 claim or 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.

7 Cancellation

You may cancel this section 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 this section

by giving 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. If **we** cancel this section 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 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 in writing by recorded delivery. 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
Redwood House
Brotherswood Court
Great Park Road
Bradley Stoke
Bristol BS32 4QW
United Kingdom.

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

8 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.

9 Law and language of this policy

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

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

10 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 0844 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 7.

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 resolved 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

BS32 4QW

United Kingdom.

Phone: 0845 0700 886

Email: legalprotection@allianz.co.uk

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

How to contact us

0870 241 4140

Lawphone and Legal Protection Helpline

0844 391 4108

Car Insurance Customer Helpline

Open 8am – 8pm Monday – Friday

9am – 3pm Saturday

0844 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 at 57 Ladymead, Guildford, Surrey, GU1 1DB United Kingdom. Allianz Insurance 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.

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