

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 adviser 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 0844 391 4108 and **our** Customer Service team will be pleased to help.

Signed on behalf of Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style and is positioned above a horizontal blue line.

Andrew Torrance

Chief Executive

# Legal Advice

**You** 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 for **your** and **our** mutual protection and **our** training purposes.

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**.

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 **legal representative** is the solicitor or other person appointed with **our** agreement 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 the name and address of **your** chosen **legal representative** 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

- **We** will pay the following 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 tribunal, 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 **£100,000**.

#### Period of insurance

- The period shown in **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 against **your** opponent 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

- 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 actual or potential dispute that **you** were aware of, or should reasonably have been aware of, before the cover under this policy started.
- 7 Any **costs** incurred before **we** have accepted **your** claim in writing.
- 8 Any **costs** covered by another insurance policy.
- 9 **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
- 10 Any VAT which **you** can recover from elsewhere.
- 11 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.
12. Claims arising from war, invasion, riot, revolution or a similar event.
  13. 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.
  14. 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.
  15. Any fines or penalties awarded against **you**.
  16. An application for a judicial review.

## Conditions

If **you** do not keep to the conditions, **we** will have the right to 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 take every reasonable step to ensure that the **legal representative** keeps to condition 2 below.

### 2 The legal representative must:

- 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:

- 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 the name and address of **your** chosen **legal representative** 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 Disputes.

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.

## 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. 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 Personal  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
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

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 the contract of insurance.

## 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.

## 11 Fraud

If **you** or anyone acting on **your** behalf makes any false or fraudulent claim or uses a false or fraudulent document, device or statement in support of a claim, **you** will lose all rights under the policy and all cover will cease. In such circumstances, **we** retain the right to keep the premium paid and to recover any sums from **you** that **we** may have already paid, or agreed to pay, under this policy.

## 12 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.

## How to make a complaint

**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.

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

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](mailto:legalprotection@allianz.co.uk)

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

# Data Protection

Allianz Insurance plc is part of the Allianz global group of companies ("we", "us", "our"). Personal data (including sensitive personal data about health or medical condition) may be used by us for a variety of purposes as set out in this policy document.

By providing personal information (including any sensitive health and medical information) to us, you consent to its use as described in this policy 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 policy document.

## How we will use your data

We will use your data for a variety of purposes including:

- insurance administration, including claims processing and payment;
- making decisions on whether to provide insurance cover;
- prevention and investigation of crime, including fraud and money laundering; and
- compliance with 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 outside of the European Economic Area for the above purposes, to other countries and territories which may not offer the same level of data protection as the UK. 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 group companies in the UK and our service providers and agents for the purposes set out in this policy document. We may also share your personal data with brokers, other insurance organisations, professional advisers and mediation companies. Personal data will also be shared with other third parties if required by law.

To check information 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 are also required to register all third party claims for compensation relating to bodily injury to the UK Department for Work and Pensions. We may search these registers when dealing with this notification and 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 transferred although will still only be used in accordance with this notice. We may also disclose information which 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, Redwood House, Brotherswood Court, Great Park Road, Bradley Stoke, Bristol BS32 4QW or e-mail: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk).

## 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](http://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](http://www.fsa.gov.uk) or by contacting the FSA on 0845 606 1234.

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