Broker Highway Specialist Vehicle Insurance policy document

allianz.co.uk/brokercustomer

WELCOME TO ALLIANZ

Thank **you** for choosing Broker Highway Specialist Vehicle insurance. **We** hope you'll be happy with the cover and service you get from **us**. This policy document tells you everything **you** need to know about **your** insurance, please keep it safe with **your** schedule and certificate of insurance. You can get a copy of the policy documents you have been provided in braille, large print or in an audio format by contacting us or your broker.

A little bit more about us...

Your policy is underwritten by Highway Insurance Company Limited, part of the Allianz Group. You can find out more about us at **allianz.co.uk/brokercustomer**.

CONTENTS

IMPORTANT INFORMATION

Please read this **policy**, the **schedule** (including any **endorsements**) and the **certificate of motor insurance** very carefully. Together with the information **you** gave **us** in the **proposal form or statement of fact**, and the declarations that **you** have made, they form the **contract of motor insurance**. **You** should pay particular attention to the **general exclusions**, the **general conditions** and any **endorsements** which apply.

The words that appear in bold throughout this **policy** are defined under Definitions and have the same meaning wherever they appear.

Please tell **your insurance adviser** immediately if **you** have any questions, the cover does not meet **your** needs, or any part of **your** insurance documentation is incorrect.

Privacy Policy

A summary of how we use personal information

Highway Insurance Company Limited is the controller of personal information. **We'll** keep you informed about how **we** use personal information in the document 'Privacy Policy', which is available:

- Online at **allianz.co.uk/brokercustomer/privacy-notice.**

You have a number of rights concerning personal information. **You** can ask for a person to review an automated decision, and in certain circumstances to:

- Access the personal information **we** hold about **you** or anyone on the **policy**.
- Correct personal information **you** think is inaccurate or to update information **you** think is incomplete.
- Have personal information deleted in certain circumstances.
- Restrict **us** processing personal information, under certain circumstances.
- Receive personal information in a portable format. This only applies to information **you** have provided to **us**.
- Object to **us** processing personal information, under certain circumstances.

If **you** want to find out more or exercise these rights, contact GI Customer Support, Allianz, County Gates, Bournemouth, BH1 2AT or email **us** at **gicustomersupport@allianz.co.uk**

You can also contact **our** Data Protection Officer: Data Protection Officer, 57 Ladymead, Guildford, Surrey, GU1 1DB, or via email at **dataprotectionofficer@allianz.co.uk**

How To Make A Complaint

If **you** have a complaint about **your policy** or the service **you** have received, please contact the broker, intermediary or agent that arranged it. If they are unable to resolve **your** complaint **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving their final response letter.

Should **you** be unhappy with the service provided by Highway Insurance Company Limited please contact **us** by phone on 0330 678 5556 (Opening hours Mon-Fri 9am-5pm). If **you** prefer to write, please address **your** letter to Complaints, Allianz, PO Box 9104, Bournemouth, BH1 9DB

Email: **personalbrokercomplaints@allianz.co.uk**. When contacting **us** please ensure **you** quote **your policy** or claim number as appropriate. A copy of **our** internal complaints procedure is available on request.

If **we** cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service within six months of receiving **our** final response letter. The address is: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone 0800 023 4567 or 0300 123 9 123 (from mobile or non BT lines)

Website at **financial-ombudsman.org.uk**.

Email **complaint.info@financial-ombudsman.org.uk**.

Making a complaint will not affect **your** right to take legal action.

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). There are different levels of compensation, depending on what kind of insurance **you** have:

Compulsory insurance such as third party motor insurance, is covered for 100% of the claim.

Non compulsory insurance, such as home insurance, is covered for 90% of the claim.

You can get further information from the Financial Services Compensation Scheme.

Telephone 0207 741 4100 or e-mail, **enquiries@fscs.org.uk**.

DEFINITION OF TERMS AND WORDS

Definitions

The following words or phrases have the same meaning wherever they appear and are shown in bold throughout this **policy**.

Advanced Driver assistance systems (ADAS) - Electronic systems fitted to **your** vehicle that will assist the control of **your** vehicle.

Automated Vehicles - A vehicle lawfully allowed to drive itself in England, Scotland and Wales as defined by the Automated and Electric Vehicle Act 2018**.**

Certificate of Motor Insurance – Legal evidence of **your** insurance. It is one part of the **contract of motor insurance**. It shows the vehicles **we** are insuring, who may drive the **insured vehicle** (where 'any authorised driver' is stated, refer to the **schedule** for restrictions), what it may be used for and the **period of insurance**.

Contract of Motor Insurance – The **policy**, the **schedule** (including **endorsements**), the **certificate of motor insurance**, the information **you** gave **us** in the **proposal form** or **statement of fact** and declarations that **you** have made, all form the **contract of motor insurance**.

Cyber Incident/Cyber Act - A malicious or criminal act affecting any computer or motor vehicle, including but not limited to: computer virus, hacking, denial of service or unauthorised access, corruption or deletion of data. An error, failure or unavailability affecting any computer system used by a motor vehicle.

Endorsements – Something which alters **your** insurance cover. **Your** cover will be affected by any **endorsement** that is shown on the **schedule**. (Such **endorsements** may add exclusions to the cover or require **you** to take action such as fitting approved security.) More than one **endorsement** may apply.
If **you** do not comply with any **endorsements**, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

Excess – The amount **you** have to pay towards each claim **you** make under this **contract of motor insurance**. There may be more than one **excess**, part of which may be voluntary (where **you** have chosen to take an **excess** to receive a discount on **your** premium). The amount of the **excess** is shown on the **schedule**.

DEFINITION OF TERMS AND WORDS CONTINUED

Family or Household – Any member of the policyholder's family, or any other person, who is a permanent or temporary resident at the policyholder's address.

General Conditions – These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled.

General Exclusions – These describe the things that are not covered by the **contract of motor insurance**. They are in addition to the exclusions shown under the headings 'What is not covered' in each of the Sections detailing the cover provided.

Geographical Limits – Great Britain, Northern Ireland, the Isle of Man and the Channel Islands. It also includes travelling by sea, air or rail between these places. Section 6 explains the cover that applies when driving abroad.

Highway Insurance Company Limited – An insurance company, part of the Allianz Group, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Hire Car – A Group A vehicle (1.0 litre hatchback or similar) which will be delivered to and collected from **your** home address.

Hire Car Company – The company **we** instruct to provide **you** with the **hire car**.

Hire Period – The period for which **we** pay for the **hire car** up to a maximum of 14 days.

Insurance Adviser – the person or company **you** purchased this insurance from.

Insured Car – Any private car insured comprehensively with **Highway Insurance Company Limited** that appears on a current **certificate of motor insurance** and for which a premium has been paid for car hire cover.

Insured Vehicle – The vehicle(s) shown on the current **schedule** and **certificate of motor insurance**.

DEFINITION OF TERMS AND WORDS CONTINUED

Market Value – The cost at the date of the accident or loss of replacing the **insured vehicle**, if possible, with one of a similar make, model, age, condition and mileage. **We** will usually ask an engineer to give **us** advice about the **market value** of the **insured vehicle**, refer to guides of vehicle values and any other relevant sources. In assessing the **market value**, **you** should consider the amount that could reasonably have been obtained for the **insured vehicle** if **you** had sold it immediately before the accident, loss or theft.

On board diagnostics (OBD) - A vehicles self-diagnostic and reporting capability using the vehicles on board computer.

Over the air (OTA) - Software updates and settings installed wirelessy, such as functionality, performance and safety updates.

Period of Insurance – The length of time covered by this **contract of motor insurance**, as shown on the current **schedule** and **certificate of motor insurance**.

Personal Belongings – Certain property in the **insured vehicle**, which **you** wear or use in every day life which belongs to **you** or anyone travelling in the **insured vehicle**. Section 5 of this **policy** sets out the cover and limits which apply, and the items of **personal belongings** which are not covered.

Policy – This policy document, which sets out the details of cover and all the terms and conditions which apply. It is one part of the **contract of motor insurance**.

Private Motor Car – How the other car is described on **your certificate of motor insurance** when allowing the driving other cars extension. Driving other cars and this definition is given with the intention of allowing **you** to drive **private motor cars** only under the extension of cover. It does not extend cover to car derived vans, vans, motorcycles, or any other motor vehicle.

Proposal Form or Statement of Fact – The documents filled in by **you**, or on **your** behalf by an **insurance adviser**, or someone else, and all other information **you** gave and declarations made at the time the insurance was arranged and on which **we** have relied when agreeing to offer this **contract of motor insurance**.
If **you** do not give **us** the full information requested at the start, and tell **us** about changes, this **contract of motor insurance** may no longer be valid and **we** may refuse to deal with any claim.

DEFINITION OF TERMS AND WORDS CONTINUED

Recommended Repairer - The national network of repairers **we** work with as part of a claim to repair **your** vehicle.

Schedule – Forms part of the **contract of motor insurance** and confirms details of **you**, the **insured vehicle(s)** and the cover which applies. It is one part of the **contract of motor insurance**.

Standard Accessories – Accessories made available for the vehicle by the manufacturer as optional extras and for which a receipt must be provided. **Standard accessories** do not include modifications to the **insured vehicle**, signwriting or any other accessory fitted to it not provided by the vehicle manufacturer.

Territorial Limits – England, Scotland, Wales and Northern Ireland. These limits apply to Part B only. The **geographical limits** defined in this **policy** do not apply to Part B of this **policy**.

USB or Portal updates - Updates to **your** vehicles systems using a **USB** or any plug in portal device.

We, **our**, **us** – **Highway Insurance Company Limited**.

You, **Your** – The person, company or trading name (including subsidiary companies) shown as the insured on the **schedule** and **certificate of motor insurance**.

CONTRACT OF MOTOR INSURANCE

Specialist Vehicle

This **policy**, the **schedule**, the **certificate of motor insurance**, information **you** gave **us** in the **proposal form or statement of fact** and declarations that **you** have made, form a legally binding **contract of motor insurance** between **you** and **Highway Insurance Company Limited**. This **contract of motor insurance** is a contract personal to **you** and **you** cannot transfer it to anyone else.

We agree to insure **you** under the terms of this **contract of motor insurance** against any liability, loss or damage that occurs within the **geographical limits** during the **period of insurance** for which **you** have paid, or agree to pay, the premium.

You must read this **policy**, the **schedule** and the **certificate of motor insurance** together.

The **schedule** tells **you** which sections of the **policy** apply and identifies any **endorsements**.

Please check all three documents carefully to make sure that they give **you** the cover **you** want and that **you** comply with all the relevant terms and conditions, including any **endorsements**.

It is not intended that the Contracts (Rights of Third Parties) Act 1999 should confer any additional rights under this **policy** in favour of any third party.

Unless **we** agree with **you** to apply the laws of another country, English Law will apply to this contract (unless **you** live in Guernsey or Jersey, where Guernsey or Jersey law will apply).

Your Cover

The current **schedule** shows what **you** are covered for. The different kinds of cover are:

- Comprehensive – Sections 1, 2, 3, 4, 5, 6 and 7 apply.
  Part B only applies to comprehensive cover if the guaranteed **hire car** cover is shown on **your schedule** and **you** have paid the additional premium.
- Third Party Fire and Theft – Sections 1, 2 and 6 apply.
- Third Party Only – Sections 1 and 6 apply.
- Fire and Theft Only – Section 2 only.

Use

This **contract of motor insurance** only covers **you** if **you** use the **insured vehicle** in the way described in **your certificate of motor insurance** (under 'Limitations as to Use') and any **endorsements**.

Cooling-off Cancellation Right

We hope **you** are happy with the cover this **policy** provides. However, **you** have the right to cancel it within 14 days of receiving the **policy** or from the start date of **your policy**, whichever is latest, without giving any reason. **You** may cancel using this 'cooling-off' period by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date. If **you** do cancel in the first 14 days using the 'cooling-off' cancellation condition, **we** will charge **you** pro rata, subject to a minimum fee of £25 + Insurance Premium Tax, for the cover provided from the beginning of the contract until the **policy** is cancelled, unless **we** are required to make a total loss payment under the **policy**, under which circumstances a refund of the premium is not payable.

Cancelling your Policy (Outside the Cooling-off Cancellation Right)

You may cancel this **contract of motor insurance** at any time by telling **us**, or **your insurance adviser**, in writing or by email or telephone and cancellation can take effect immediately or from a later date, although it cannot be backdated to any earlier date.

Made a claim

If the contract of motor insurance is cancelled and a claim has occurred which has not been settled or has been settled but **we** have not been able to recover any payments made (excluding windscreen claims), **we** will not provide a refund of premium.

Not made a claim

If **you** or someone else has not made a claim in the current period of insurance, **we** will refund part of your premium. If the policy has an annual mileage limit between 1,000 – 6,000 miles per annum, **we** will work out the refund using Chart A below. If the policy has an annual mileage limit between 6,001 – 12,000 miles per annum, **we** will work out the refund using Chart B below.

CONTRACT OF MOTOR INSURANCE CONTINUED

Chart A

Length of time **you** have had cover for	How much of the annual premium **we** will refund
up to 30 days	70%
31 – 60 days	50%
61 – 90 days	30%
91 – 120 days	10%
over 120 days	0%

Chart B

Length of time **you** have had cover for	How much of the annual premium **we** will refund
up to 1 month	75%
up to 2 months	65%
up to 3 months	50%
up to 4 months	40%
up to 6 months	30%
up to 8 months	20%
up to 9 months	10%
over 9 months	0%

These rates apply to yearly policies and will vary for policies of a shorter period.

We, or **our** authorised agent, may cancel this **contract of motor insurance** by giving **you** seven days' notice in writing to **your** last known address where there is a valid reason for doing so. Valid reasons may include, but are not limited to, if:

- **You** do not pay **your** premium, premium deposit or any instalment payment on or before the due date;
- **You** or anyone else covered by this insurance has not met all the terms and conditions of this **policy;**
- A change in **your** circumstances means **we** can no longer provide cover;
- **You** do not provide **us** or **your insurance adviser** with any requested documents;
- **We** identify misrepresentation or any attempt to gain an advantage under this insurance to which **you** are not entitled;
- **We** identify **your** involvement in or association with insurance fraud and/or financial crime.

The insurance will end immediately once the seven days' notice runs out. If **you** have just taken out the **policy** or renewed it with **us** and the premium is unpaid, **we** will cancel **your** insurance from the start/renewal date.

We will refund the balance of **your** premium that applies to the remaining **period of insurance** unless fraud has been identified.

If a refund is paid, a cancellation charge or £25 plus Insurance Premium Tax to cover **our** administration costs will be deducted from the refund.

If **you** or someone else has made a claim, **we** will cancel **your** cover but may not refund any premium. If **you** are paying by instalments, **you** must still pay the balance of the full annual premium.

If **you** produce a cancelled **certificate of motor insurance** to any person with the intention of deceiving that person into accepting it as genuine, **you** may be prosecuted.

Changes to your details

You must tell **your insurance adviser** as soon as possible if any of the details on **your proposal form or statement of fact** change including:

- Changes made to **your** vehicle which improve its value, appearance, performance or handling.
- Changing **your** vehicle.
- Changes in the way **your** vehicle is used.
- Change of address or where **you** keep **your** vehicle.
- Change of occupation, including part time work.
- Change in the main user of the vehicle.
- Details of any motoring convictions, fixed penalty offences or licence **endorsements** for any person who may drive the vehicle.
- Details of any criminal convictions for any person who may drive the vehicle.
- Details of any accidents, thefts, loss or damage, regardless of blame or whether a claim was made or not, for any person who may drive the vehicle.

This is not a full list and **you** should contact **your insurance adviser** for advice if **you** are not sure whether a change will affect **your** cover.

When **you** advise **us** of any permanent or temporary changes to **your policy** during the **period of insurance** which **we** agree to, or if **you** request duplicate documents, a premium adjustment charge of £10 + Insurance Premium Tax will be made in addition to any other change in premium to cover **our** administration costs. This charge is in addition to any administration fees charged by **your insurance adviser**.

If **your** change of circumstances means that **we** can no longer provide cover, **we** or **our** authorised agent will give **you** notice of cancellation, see Cancelling **your Policy** (Outside the Cooling-off Cancellation Right).

If **you** do not tell **your insurance adviser** of a change **we** will be entitled to do one or both of the following:

- Reject or reduce payment of **your** claim.
- Cancel the **policy** and/or treat it as though it never existed.

Additional Information – The following does not form part of the Contract of Motor Insurance

Vehicle Crime – Learn How to Beat the Criminals

Most crime prevention methods are common sense:

- Never leave valuables on show.
- Use good quality locks and security devices.*
- Always ensure **your** steering lock is on when **you** leave **your** vehicle and use a steering wheel lock.*
- Fit locking wheel nuts to **your** wheels.
- Don't make life easier for thieves, always remove the keys from **your** vehicle and lock it when **you** leave it, even temporarily. Not to do so may invalidate **your** cover so lock it or lose it!
- Remove any entertainment equipment if **you** can.
- Always park **your** vehicle in a secure location, in **your** own garage or a secure public garage if possible.
- Always lock **your** vehicle and activate any alarm &/or immobiliser when **you** leave it.

You can obtain further information from **your** local Crime Prevention Officer at **your** local Police station, or visit: **secureyourmotor.gov.uk**.

* **We** recommend **you** install security devices such as steering wheel locks, alarms and immobilisers that are accredited by Thatcham Motor Insurance Repair and Research Centre. For further information visit: http://www.thatcham.org/

Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER

What is covered

We will insure **you** against everything **you** legally have to pay to people who claim for damages, costs and expenses if they arise from a claim caused by an accident while **you** are driving, or in charge of the **insured vehicle**, if **you** kill or injure other people. **We** will also cover **you** for **your** legal liability for damage to their property (including any related indirect loss) up to £10,000,000 for commercial or historic military vehicles or £20,000,000 for private cars or motorcycles and for costs and expenses incurred up to £5,000,000. **We** will also insure **you** while the **insured vehicle** is towing a caravan, trailer or broken-down vehicle, so long as the towing is allowed by law and the caravan, trailer or broken-down vehicle is attached properly to the **insured vehicle** by towing equipment made for this purpose.

What is not covered

- Loss or damage to the **insured vehicle**, caravan, trailer or broken-down vehicle.
- Any amount above £10,000,000 for damage to other people's property (including any related indirect loss) when caused by a commercial or historic military vehicle or £20,000,000 when caused by a private car or motorcycle and any amount above £5,000,000 for costs and expenses incurred.
- Property belonging to (or in the care of) **you** or **your** passengers or in any caravan, trailer or broken-down vehicle.
- Death or injury to the person driving or in charge of the **insured vehicle** or to any person being carried in or on, or getting into or out of, a caravan or trailer.
- Legal liability when **you** are towing any caravan, trailer or broken-down vehicle for profit.
- If **your** current **certificate of motor insurance** states that business use is allowed, liability for death or injury to any employee of the person insured, arising during the course of their employment, except where needed by law.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Driving other cars – What is covered

If **your certificate of motor insurance** says so, **we** will insure **you** to drive any **private motor car** that **you** do not own, is not registered to **you** and **you** have not hired under a hire-purchase or leasing agreement.

Driving other cars – What is not covered

- Legal liability unless **your certificate of motor insurance** states that **you** are covered to drive other **private motor cars**.
- Any loss or damage to the **private motor car you** are driving.
- Driving without the owner's permission.
- Use of a **private motor car** outside the **geographical limits**.
- Legal liability which is covered by any other insurance **you** have to drive the other **private motor car** or when **you** no longer have possession of the **insured vehicle** or it has been damaged so much that it is not worth repairing or has been stolen and **you** have not got it back
- Loss or damage to any property belonging to (or in the care of) any driver or passenger who is making a claim under this Section.
- Death or injury to the person driving or in charge of the other **private motor car**.
- Use of a car derived van, van, motorcycle or any other motor vehicle that is not a **private motor car**.
- Use to secure the release of any **private motor car** which has been seized or confiscated by or on behalf of any government or public authority.
- Use of a **private motor car** unless there is a current and valid **policy** of insurance in force for the vehicle being driven under this Section.

Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Automated Vehicles

If **your** vehicle is automated, **we** will cover for any accidents, injuries, deaths or property caused by **your** automated vehicle, when it is lawfully driving itself on a road or other public place in England, Scotland or Wales.

Automated Vehicles - What is not covered

- Any vehicle which has not been identified on the Secretary of State's list of motor vehicles that may drive themselves.
- Accidents outside of England, Scotland and Wales.
- Unlawful use of **your** automated vehicle.
- Any loss or injury caused if **you** fail to install any updates required by **your** vehicle manufacturer for **your** automated vehicle.
- Any claims for **your** vehicle under sections 2,3 and 4.
- Property which is owned by the insured.

Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Insuring others – What is covered

We will also insure the following people under this Section.

- Any person **you** allow to use the **insured vehicle** as long as **your** current **certificate of motor insurance** says they can and they are not excluded from driving by an **endorsement** shown on the **schedule**.
- Any person (other than the person driving) being carried in, or getting in or out of the **insured vehicle** or any person who causes an accident while they are travelling in, or getting in or out of the **insured vehicle**.
- **Your** employer or business partner (but only if **your** current **certificate of motor insurance** states that business use is allowed).
- If anyone covered by this **contract of motor insurance** dies, **we** will cover their legal representative to deal with any claims made against that person's estate.

Insuring others – What is not covered

- Legal liability if **your** current **certificate of motor insurance** does not cover the person using the **insured vehicle** or if the person using the **insured vehicle** is excluded from driving or using the **insured vehicle** as a result of the **general exclusions**, **general conditions** and **endorsements**.
- Legal liability if the **insured vehicle** is being used for business and **your** current **certificate of motor insurance** does not state that business use is allowed.
- Any liability, injury, loss or damage resulting from anything sold, transported or supplied by **you** or on **your** behalf.

Part A

SECTION 1 LIABILITY TO OTHERS: THIRD PARTY COVER CONTINUED

Costs of Legal Representation – What is covered

Following a claim under this **contract of motor insurance**, **we** will pay the reasonable legal costs and expenses relating to.

- Solicitors' fees for representing anyone **we** insure at a coroner's inquest, fatal accident inquiry or court summary of jurisdiction and;
- The defence of anyone **we** insure against any legal proceedings for manslaughter or causing death by dangerous or reckless driving.

In assessing whether legal costs and expenses are reasonable the following will be considered:

- The level of experience required of the legal representative taking into account the nature of the case.
- The level of costs charged by the legal representative.
- Whether legal representation for a defence of prosecution is likely to affect the outcome.

We may, at any time, stop paying the legal costs and expenses.

Costs of Legal Representation – What is not covered

- Any costs which have not first been agreed in writing by **us** or arising from a claim caused by an accident which is not covered under this **contract of motor insurance**.
- Any costs where **we** have chosen to stop payments or arising from a claim which is not covered as a result of the **general exclusions**, **general conditions** and **endorsements**.

Emergency Medical Treatment – What is covered

We will pay for the Emergency Treatment Fees, as required by the Road Traffic Acts, after an accident involving the **insured vehicle**. **We** must, by law, provide this cover.

Emergency Medical Treatment – What is not covered

- Any amount that is more than the compulsory fee.

Part A

SECTION 2 FIRE AND THEFT

What is covered

We will cover **you** for loss or damage to the **insured vehicle** that is caused by fire, lightning, explosion, theft or attempted theft. This includes **standard accessories** on it or kept in **your** private garage and any side car (as long as it is attached and **we** have been told about it). **We** will also pay for loss or damage to the **insured vehicle's** fitted entertainment equipment up to the limit stated on the **schedule**.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured vehicle** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured vehicle** is being parked for **you**.

What is not covered

- Any vehicle which is not the **insured vehicle** and any loss or damage if **you** do not have cover under this section.
- Wear and tear, mechanical, electrical, electronic and computer failure, breakdowns or breakages.
- Compensation for **you** not being able to use the **insured vehicle**, any delay where **we** have to get new parts or accessories or they are unavailable, or the value of the **insured vehicle** reducing for any reason.
- Any other indirect loss, such as travel expenses or loss of earnings.
- Loss or damage caused by failure to protect the **insured vehicle**, (see 'Care of the Vehicle' under the **general conditions**), or if it has been left unlocked and/or with the keys, lock transmitter, entry card or other ignition control device left in, on or in the immediate proximity of the vehicle.
- Loss or damage from repossession of the **insured vehicle** and returning it to its rightful owner.
- Loss or damage from any agreement or proposed transaction for selling or hiring the **insured vehicle** or someone taking the **insured vehicle** by fraud, trickery or deception or attempting to purchase the **insured vehicle** by fraudulent means.

SECTION 2 FIRE AND THEFT CONTINUED

- Loss or damage arising from the **insured vehicle** being taken or driven by a person who is not an insured driver but is a member of the policyholder's **family or household**, or being taken or driven by an employee or ex-employee, unless **you** report the person to the police for taking **your** vehicle without **your** consent.
- Loss or damage caused deliberately by **you** or any person driving the **insured vehicle** with **your** permission.
- Any additional damage resulting from the **insured vehicle** being moved by **you**, or any person driving the **insured vehicle** with **your** permission, after an accident, fire or theft.
- Any amount above the limit stated on the **schedule** for fitted entertainment equipment.
- Any storage charges unless **you** tell **us** about them and **we** agree in writing to pay for them.
- **Personal belongings** unless **you** have cover under Section 5.
- Keys, remote control or security devices (whether lost or stolen) unless **you** have cover under Section 7.
- Tapes, cassettes, compact and minidiscs, Citizens-Band radios, phones or phone equipment.
- Any loss or damage up to the amount of the **excess** that appears on **your schedule**.
- Any satellite navigation equipment or accessories, whether permanently fitted or not, that are not **standard accessories**.
- Any loss or damage caused by failure to maintain the **insured vehicle** and safeguard it from such loss or damage.
- Any loss or damage from the **insured vehicle** being confiscated, disposed of or destroyed by or under order of any government or public or local authority order.

Part A

SECTION 3 ACCIDENTAL DAMAGE

What is covered

We will cover **you** for loss or damage to the **insured vehicle**. This includes **standard accessories** on it or kept in **your** private garage and any side car (as long as it is attached and **we** have been told about it). **We** will also pay for loss or damage to the **insured vehicle's** fitted entertainment equipment up to the limit stated on the **schedule**.

We will also insure the following people under this Section.

- Any person employed by a motor garage or similar business, which **you** do not own, which has the **insured vehicle** for the purpose of maintenance, repair, testing or servicing.
- Any person employed by a hotel, restaurant or similar business, which **you** do not own, where the **insured vehicle** is being parked for **you**.

What is not covered

Any loss or damage described in 'what is not covered' under the Fire and Theft section of this **policy**. **We** also do not cover the following:

- Damage to tyres caused by wear and tear, braking, punctures, cuts or bursts.
- Damage caused by frost, unless **you** have taken care to stop the damage happening and have followed the manufacturer's instructions to avoid liquid freezing in **your** vehicle.
- Loss or damage arising from the **insured vehicle** being filled with the wrong fuel.
- Wear and tear, mechanical, electrical, electronic and computer failure (including failure caused by hacks, viruses, **Cyber Incidents/Cyber Act** or malware) breakdowns or breakages.
- Loss or damage caused by **OTA**, **OBD**, **USB or Portal updates** that are not supplied by **your** vehicles manufacturer unless **we** have previously agreed to the update.
- Loss or damage caused by failure to install and/or accept any safety critical updates to **your** vehicle through **OTA**, **OBD**, **USB or Portal updates** recommended or required by **your** vehicle's manufacturer.

Part A

SECTION 4 WINDSCREEN AND WINDOWS

What is covered

- **You** are covered for the damage to the vehicles windscreen and windows.
- **You** will need to pay an **excess** if **your** windscreen or windows are replaced. **Your schedule** will show how much **you** will need to pay and also the additional **excess** should **you** choose to use a non-approved repairer.

What is not covered

- Any loss or damage if **you** do not have cover under this section.
- Loss or damage to sunroofs, panoramic sunroof or panoramic glass roof, roof panels or any loss or damage which is not included above.

Part A

SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES

Personal Accident – What is covered

If **you**, **your** husband, **your** wife or **your** civil partner (as defined in the Civil Partnership Act 2004) are involved in a vehicle accident, **we** will pay the amounts shown below if, within three months of the accident, it directly causes one of the following:

- Death **£5,000**
- Total loss of one or more limbs **£5,000**
- Permanent blindness in one or both eyes **£5,000**

The most **we** will pay is the limit for any one cause of death or injury during any one **period of insurance**. **We** will only make a payment if the injury or death is directly connected with an accident involving the **insured vehicle**, and not if it happens while **you**, **your** husband, **your** wife or **your** civil partner were travelling in or getting into or out of any other vehicle that **you** do not own and is not hired or leased to **you**.

Personal Accident – What is not covered

- Any loss if **you** do not have cover under this Section.
- Death or bodily injury caused by suicide or attempted suicide, self-injury or by drugs, alcohol or anything taken or inhaled.
- Death or bodily injury caused by disease, physical sickness or disability.
- Anyone failing to keep to the law regarding the use of seat belts.

Personal Belongings – What is covered

We will pay up to £100 for **personal belongings** in **your** vehicle, if they are lost or damaged because of an accident, fire, theft or attempted theft. If someone else owns the property, **you** can ask **us** to settle the claim with the owner of the property. **We** may need proof of purchase.

Part A

SECTION 5 PERSONAL ACCIDENT, PERSONAL BELONGINGS AND MEDICAL EXPENSES CONTINUED

Child seat cover

If **you** have a child seat fitted in **your** vehicle and **your** vehicle is involved in an accident, provided **you** are making a claim under Section 3 of this **policy**, **we** will pay for the cost of a replacement of a similar model and standard even if there is no apparent damage, subject to the provision of the purchase receipt for the original item.

Personal Belongings – What is not covered

- Any loss or damage if **you** do not have cover under this Section.
- **Personal belongings** covered by any other insurance.
- Money, stamps, tickets, documents, securities, jewellery or furs.
- Goods or samples connected with **your** work or any other trade, or any container for these things.
- Televisions, portable DVD players, phones, phone equipment, phone accessories, computers, computer equipment, computer accessories, computer game console, computer games and computer accessories.
- Keys, remote control or security devices.
- Property taken from an unlocked vehicle or which **you** have not taken care to protect from loss or damage.
- The theft or attempted theft of **personal belongings**, if **your** vehicle has been left unlocked, left with the keys in, on or attached to or left in the immediate proximity of **your** vehicle, or left with a window or roof open.

Medical Expenses – What is covered

If **you** or **your** passengers are injured because of an accident involving the **insured vehicle**, **we** will pay up to £150, in addition to the compulsory Emergency Medical Treatment fee (see Section 1), for each person for any medical treatment they receive.

Medical Expenses – What is not covered

Any medical expenses if **you** do not have cover under this Section.

Part A

SECTION 6 DRIVING ABROAD

Minimum Insurance – What is covered

Your insurance provides the minimum compulsory insurance in Great Britain, Northern Ireland, The Isle of Man, The Channel Islands, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Montenegro, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia,Slovakia, Slovenia, Spain, Sweden, Switzerland and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

The minimum cover automatically provided by this **contract of motor insurance** may vary from country to country.

Minimum Insurance – What is not covered

- Damage to the **insured vehicle**.
- Customs and Excise duty.

Cover in addition to Minimum Insurance – What is covered

We will extend **your** cover to apply to:

- Any country as mentioned above.
- The **insured vehicle** whilst it is being transported by rail, sea or air between countries which **you** have cover for. If **you** are travelling by sea, it must be by a recognised sea route and the journey should not take longer than 65 hours.

For up to 90 days as long as:

- The **insured vehicle** is taxed and registered within the **geographical limits**, and;
- **Your** main permanent home is within the **geographical limits** and **your** visit abroad is only temporary.

SECTION 6 DRIVING ABROAD CONTINUED

Cover in addition to Minimum Insurance – What is not covered

- Driving other cars (see Section 1) even if stated on the **certificate of motor insurance**.
- Customs and Excise duty.
- Use for more than 90 days of the **period of insurance**.
- Loss or damage in any country which is not mentioned above.
- Personal Accident, Belongings or Medical Expenses (see Section 5) unless shown on the **schedule** as applying when the **insured vehicle** is being used within the **geographical limits**.
- The **insured vehicle**, unless it is being used for purposes described in the **certificate of motor insurance**.
- Any additional accommodation or travel costs or expenses incurred.

Additional information when travelling abroad

The EU countries and the other countries mentioned above which follow EU directives and have been approved by the Commission of the EU, agree that a Green Card is not necessary for travelling between them. **Your certificate of motor insurance** is proof of compulsory motor insurance in these countries.

Towing Abroad

You should check if **you** need to register **your** trailer or caravan before towing it abroad. If **you** do, it means **you** will need to display a separate registration plate and **you** will need to carry a green card for the trailer or caravan (but not **your** vehicle).

Part A

SECTION 7 LOCK REPLACEMENT – STOLEN KEY COVER

What is covered

If the keys, lock transmitter or entry card for the keyless entry system of **your insured vehicle** are stolen, **we** will pay up to £750 towards the cost of replacing:

- The door and boot locks
- The ignition and steering locks
- The lock transmitter; and
- The entry card

Provided that **we** are satisfied that any person who may have the keys, transmitter or entry card knows the identity or location of **your insured vehicle**, and care is taken to safeguard the keys, transmitter or entry card from loss.

What is not covered

- The theft **excess** shown on **your schedule**.
- Any amount in **excess** of £750.

Part A

SECTION 8 ELECTRIC VEHICLES

Electric Vehicles – What is covered

This section will provide **you** additional information when insuring **your** electric vehicle which is not referenced elsewhere in this policy document. All sections within the policy document applies to you and **your** vehicle when insuring an electric vehicle.

Battery Cover

Cover is provided as identified in this section irrespective if **you** own the battery or the battery is leased.

If **you** lease the battery, **you** will need to know exactly what **your** responsibilities are. Please ensure **you** read all documentation **you** receive from the manufacturer so **you** fully understand **your** responsibility as the battery owner.

What is covered (Battery)

Theft of, or accidental damage to the battery as per section 2 and section 3.

What is not covered

- Misuse of the vehicle battery, including but not limited to, overcharging/undercharging, deliberate acts and self repair/replace; or cost to repair or replace a non-functional battery.

Charging cables and charging points

- It is **your** responsibility to ensure that the charging cable is safeguarded against any trips or falls and/or injury to any persons or property, including malicious damage.

What is covered (Charging on your driveway or in your garage)

- Theft of, fire, accidental damage to **your** charging cable and **your** charging point as per section 1, section 2 and section 3.
- Loss or damage to **your** vehicle as a direct result of **your** charging cable or charging point as per section 2 and section 3.

What is not covered (Charging away from your driveway or garage)

- Misuse of the charging cable, including but not limited to, overcharging/undercharging, deliberate acts and self repair/replace;
- Cost to repair/replace faulty charging cables;

Part B

GUARANTEED HIRE CAR

- Any theft, fire, accidental or malicious damage to any charging point;
- Cost to repair/replace faulty charging points.

The cover provided under Part B only applies if it is shown on the current **policy schedule** and **you** have paid the additional premium.

What is covered

If the **insured car** is damaged (excluding windscreen damage) and is being repaired by a **recommended repairer**, or is stolen and not recovered and the incident occurs within the **territorial limits**, **we** will arrange for a **hire car** to be delivered to, and collected from, **your** home address (as described on the **schedule**), for **your** use.

- Whilst the **insured car** is being repaired by a **recommended repairer**, or
- From when **you** notify **us** of the theft claim, until payment has been issued to **you** in settlement of **your** claim, in either case not exceeding the **hire period**.

If, due to circumstances beyond **our** control **we** cannot arrange a **hire car** for **you**, **we** may, at **our** discretion, reimburse **your** transportation costs up to a maximum of £10 per day for the **hire period**.

If the **insured car** has been professionally adapted or converted to carry a driver or passenger with disabilities and another suitable vehicle is not available, **we** will reimburse **your** transportation costs to a maximum of £10 per day for the **hire period**.

Use of the **hire car** within the **territorial limits** only.

Part B

GUARANTEED HIRE CAR CONTINUED

What is not covered

The following are not covered under this insurance:

- All fuel, fares, and fines relating to the **hire car** whilst in **your** possession.
- Any claim which has not been reported to **Highway Insurance Company Limited** via **our** Contact Centre (UK) on 0330 678 5548 within 24 hours of the incident, accident or theft.
- Any provision of the **hire car** where the **insured car** is being repaired by a non-approved repairer.
- Any provision of the **hire car** where a **hire car** is already provided under any other insurance product or related product.
- Any claim where **Highway Insurance Company Limited** do not provide cover under the terms of the motor insurance **policy**.
- Any further hire charges incurred after the **hire period**.
- Any hire charges for more than three days after payment has been issued to **you** in settlement of **your** claim.
- Any use of the **hire car**, whilst it is being driven by any person, not covered under the terms of **Highway Insurance Company Limited** motor insurance **policy**.
- Any **excess** payable following an accident, fire or theft involving the **hire car**.
- Use of the **hire car** outside the **territorial limits**.

GUARANTEED HIRE CAR CONTINUED

How to obtain your Hire Car

If the **insured car** is involved in an incident, accident or is stolen **you** must report it immediately (no later then 24 hours) to the Contact Centre (UK) on 0800 028 9655 and to the Police if the **insured car** has been stolen. **We** will get the **hire car company** to contact **you** to arrange delivery of the **hire car**.

A fuel deposit is payable by **you** on receipt of the **hire car.** This will be refunded upon return of the **hire car** provided there is no damage and it has a full tank of fuel.

If **you** wish to upgrade from the **hire car** provided, **you** should discuss this with the **hire car company**, but **you** will be responsible for any additional cost required.

Terms and conditions

The **hire car** will be insured under **your** comprehensive motor insurance **policy** with **Highway Insurance Company Limited** during the **hire period**. This means that claims arising during the **hire period** will be made under **your** motor insurance **policy**. **You** must therefore comply with the **general exclusions** and **general conditions** of **your** motor insurance **policy** during the **hire period**. The **hire car** can only be used by **you** or any person entitled to drive as stated in **your** current **certificate of motor insurance**.

Any payments made for any loss or damage to the **hire car** will be made to the **hire car company** and **you** will be required to pay the **excess** that applies to this **contract of motor insurance**, to the **hire car company**.

You will receive a copy of the **hire car company's** terms and conditions when the **hire car** is delivered to **you** and this will apply as part of these terms and conditions.

CLAIMS INFORMATION

We aim to provide **you** with the best claims service that **we** can. If **you** use the services **we** have put in place to achieve this, **we** can provide a better service than when the claim is outside **our** control.

To make a claim

In the United Kingdom 0330 678 5548 (24 hours a day, 365 days a year)

If any accident, injury, loss or damage occurs **you**, or **your** legal representative, must follow these simple steps:

1. Call **us** as soon as possible after the accident – please have **your policy** number and as much information as possible about the claim ready when **you** call.
2. If the **insured vehicle** is stolen or vandalised, report this to the police immediately and take a note of the crime reference number.
3. Speak to **us** before **you** make any arrangements for replacement or repair.

You must also:

- Immediately send **us** all communications from other people involved without replying.
- Immediately tell **us** about and send to **us** any notice of intended prosecution, inquest, fatal accident inquiry, or any writ, summons or process without replying.
- Tell **us** straightaway if the **insured vehicle** is stolen and **you** later get it back, or discover where it is.
- Get **our** permission before ordering any new part or accessory and before paying for any transport outside the **geographical limits**.
- Give any information, help, co-operation and documentation **we** need, including going to court if necessary.
- Pay any **excess** that applies.
- Pay the VAT element of a claim under the **contract of motor insurance**, if **you** are registered for VAT. This can be paid either directly to the repairer on collection of **your** vehicle or be reimbursed to **us**.

You must not, without our consent:

- Negotiate or admit responsibility.
- Make any offer, promise, payment or settlement.

We are entitled to do the following:

- Have total control to conduct, defend or settle any claim.
- Take proceedings in **your** name, or that of any other person insured, at **our** own expense and for **our** own benefit to recover any payment **we** have made.

Handling Your Claim

(See Sections 2, 3 and 7)

If the **insured vehicle** is a private car being repaired by a **recommended repairer** they will provide **you** with a courtesy vehicle for the duration of the repair to **your** vehicle.

A courtesy vehicle provided under this section will usually be a class A (small hatchback) courtesy car.

We will insure the courtesy vehicle under this insurance in exactly the same way as **we** insure the **insured vehicle**. **You** must return the courtesy vehicle when the owner or **we** ask **you** to or if this insurance expires and **you** do not renew it.

Paying Your Claim

(See Sections 2, 3, 4 and 7)

We will:

- Pay the reasonable cost of protecting and returning the **insured vehicle** to the address shown on the **schedule** (within the United Kingdom unless **we** have agreed otherwise first).
- Entirely at **our** discretion and subject to payment of the **policy excess**, arrange to:

  a) Repair the damage at a **recommended repairer**. **We** may decide to use suitable parts or accessories which are not supplied by the original manufacturer, or alternatively authorise repairs at a repairer of **your** choice subject to the provision of satisfactory estimates.

  b) Pay **you** the cost of replacing or repairing the damaged parts, including their fitting, or

  c) Treat the **insured vehicle** as a total loss and pay **you** the **market value** of **your** vehicle less any applicable **excess**. Once **you** accept **our** offer or **we** have paid the claim (or both) the **insured vehicle** becomes **our** property, unless **we** agree otherwise.
- If any part or accessory is not available, the most **we** will pay for that part will be the cost shown in the manufacturer's last United Kingdom price list, plus a fitting cost.
- Not pay the whole cost of any repair or replacement that leaves **your** vehicle in a better condition than before the loss or damage (**you** will pay part of the cost of the repair or replacement).
- Not refund any premium if the **insured vehicle** is written off or there is any claim.
- Settle the claim to the legal owner, up to the **market value**, if the **insured vehicle** is part of a hire-purchase or leasing agreement, or belongs to someone else.
- If **we** declare the **insured vehicle** a total loss (write off), **you** must pay whatever **you** owe **us** before **we** will pay **your** claim, or **we** may take what **you** owe **us** from anything **we** pay **you**.

GENERAL EXCLUSIONS

These **general exclusions** apply to the whole of this **contract of motor insurance** and describe the things which are not covered. These apply as well as the exclusions shown under ‘What is not covered’ in each of the sections detailing the cover provided.

This **contract of motor insurance** does not cover claims arising from any of the following.

1 Any accident, injury, loss or damage that happens while the **insured vehicle** is being:

- Used for a purpose which it is not insured for.
- Driven or in the charge of anyone who is not described in the **certificate of motor insurance** as a person entitled to drive or who is excluded from driving by any **endorsements** or covered by another insurance.
- Driven or in the charge of anyone who does not have a valid driving licence, has not held a driving licence, is disqualified from driving or is prevented by law from holding a licence.
- Driven or in the charge of anyone who does not meet the terms and conditions of their driving licence as required by DVLA / DVLNI rules and regulations and any relevant law.
- Kept or used in an unsafe or unroadworthy condition. (**You** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition.)
- Kept or used without a current Department of Transport Test (MoT) certificate if one is needed.
- Kept or used in any way that breaks any security requirements imposed by an **endorsement**.
- Used to carry passengers or goods in a way likely to affect the safe driving and control of the vehicle, or
- Used in or on restricted areas of airports, airfields or military bases.

2 Any liability that **you** have agreed to accept unless **you** would have had that liability anyway.

GENERAL EXCLUSIONS CONTINUED

3 Anyone who does not meet all the conditions described in the **endorsements** on **your schedule** and all the **general conditions** in this **policy** and any other condition of this **policy**.

4 Any use connected with the motor trade, unless this use is described in the **certificate of motor insurance** (under Limitations as to Use).

5 Hiring out the **insured vehicle** for money. (**You** can accept money from passengers if **you** give them a lift so long as **you** do not make a profit, **you** are not carrying them as part of a business or in the course of **your** employment, and the **insured vehicle** has no more than eight seats, not including the driver.)

6 Racing of any description or being used in any contest, competition, rally or speed trial (apart from treasure hunts).

7 The **insured vehicle** being used on any form of race track, de-restricted toll road (including the Nurburgring) or off-road activity.

8 Any accident, injury, loss or damage caused directly or indirectly by:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), revolution, act of terrorism or similar event.
- Riot or civil unrest that happens outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands.
- Earthquake.
- Ionising radiations or contamination from nuclear fuel or nuclear waste or from the burning or explosion of nuclear fuel.
- The radiation, toxic, explosive or other dangerous properties of any nuclear installation, reactor, or other nuclear assembly or its component part.
- Any weapon or device using atomic or nuclear fission or fusion or radioactive force or matter.
- Pressure waves caused by aircraft and other flying objects, or
- Carrying any dangerous substances or goods.

9 Any liability, loss or damage that happens outside the **geographical limits** (apart from the cover detailed in Section 6 – Driving Abroad).

10 Any proceedings brought against **you** outside the **geographical limits**, unless they result from using the **insured vehicle** in a country which **we** have agreed to extend this insurance to cover (see Section 6 – Driving Abroad).

11 Any liability, injury, loss or damage caused directly or indirectly by:

- Pollution, or
- Contamination.

unless the pollution or contamination is directly caused by one incident at a specific time and place during the **period of insurance** and is:

- Sudden
- Identifiable
- Not deliberate
- Unexpected.

We will consider the pollution to have happened at the time the incident took place.

12 Any death, injury, loss or damage caused directly or indirectly as a result of any deliberate act by **you** or any person driving the **insured vehicle**.

13. **Cyber Incidents/Cyber Acts**

We will not pay for any loss, damage or liability directly or indirectly caused or contributed to by:

- A **Cyber Act** affecting **your** vehicle.
- Loss of, corruption, or access to data due to a **Cyber Incident** or **Cyber Act**.

14. **Over the Air**

Loss or damage caused by failure to install and/or accept any safety critical updates to **your** vehicle through **OTA**, **OBD**, **USB or Portal updates** recommended or required by **your** vehicle’s manufacturer.

Loss or damage caused by **OTA**, **ODB**, **USB or portal updates** that are not supplied by **your** vehicle’s manufacturer unless **we** have previously agreed to the updates.

15. **We** will not pay more than our legal liability under compulsory motor insurance legislation for any claim, if the driver of **your** vehicle at the time of the incident:

    - Is found to be over the permitted limit for alcohol;
    - Is unfit to drive through alcohol or drugs, whether prescribed or otherwise; or
    - Fails to provide a swab sample or a sample of breath, blood or urine when required to do so, without lawful reason.

    Where **we** are required to make a payment in such circumstances, **we** reserve the right to recover any such amounts from **you** or the driver of **your** vehicle at the time of the accident.

16 **Sanctions**

    Allianz can't provide **you** with cover and won't be liable to pay any claim if doing so exposes Allianz to any sanction, prohibition or restriction under United Nations resolutions. This also includes the trade or economic sanctions, laws or regulations of the United Kingdom, European Union or United States of America. If **you** are found to be subject to, or associated with, such sanctions **we** may cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** may have with **us**, and apply a cancellation charge.

GENERAL CONDITIONS

The following **general conditions** apply to the whole of this **contract of motor insurance**. These describe **your** responsibilities, general information and the procedures that apply in certain situations, such as when there is a claim or the **contract of motor insurance** is cancelled. If **you** do not meet the terms and conditions of this **contract of motor insurance**, it could make the cover invalid or mean **we** will refuse to pay **your** claim.

Keeping to the Policy Terms

Your premium is based on the information **you** gave **us** when **your** cover started and when **you** renew it. If any of the details on **your proposal form or statement of fact** change, **you** must tell **us** as soon as possible. If **you** are not sure whether **you** need to tell **us** about certain facts, **you** should give **us** the information anyway, or contact **your insurance adviser** for advice. **You** should keep a record of the information **you** give in relation to this **contract of motor insurance**. If **you** did not or do not give full and accurate information, this **contract of motor insurance** may be invalid and **we** may refuse to deal with any claim **you** might make.

This insurance will only apply if:

- The person claiming has kept to all the terms and conditions of this **contract of motor insurance**; and
- All the information **you** have supplied is correct and completed to the best of **your** knowledge and belief.

Misrepresentation, Fraud and Financial Crime

If **you** or anyone representing **you**:

- Provides **us** with misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance;
- Deliberately misleads **us** to obtain cover, gain a cheaper premium or more favourable terms;
- Provides **us** with false documents;
- Makes a fraudulent payment by bank account and/or card;

We may:

- Agree to amend **your policy** to record the correct information, apply any relevant **policy** terms and conditions and collect any additional premium due including any premium adjustment charge to cover **our** administration costs;
- Reject a claim or reduce the amount of payment **we** make;
- Cancel or void **your policy** (treat it as if it never existed), including all other policies which **you** have with **us**, and apply a cancellation premium charge.

Where fraud is identified **we** will:

- Not return any premium paid by **you**.
- Recover from **you** any costs **we** have incurred.
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Claims Fraud

If **you** or anyone representing **you**:

- Makes a claim or part of any claim that is fraudulent, false or exaggerated;

We may:

- Reject the claim or reduce the amount of payment **we** make;
- Cancel **your policy** from the date of the fraudulent act and not return any premium paid;
- Recover from **you** any costs **we** have incurred relating to the fraudulent claim and any further claims notified after the date of the fraudulent act;
- Pass details to fraud prevention and law enforcement agencies who may access and use this information. Other insurers may also access this information.

Right of recovery

If the law of any country which this **contract of motor insurance** covers requires **us** to make payments which, but for that law, **we** would not otherwise have paid, **you** must repay the amount to **us**.

If any claims or other monies are paid to **you** by mistake for any reason, or a claim has been paid which **we** later find to be fraudulent, false or exaggerated, **you** must repay the amount paid to **us**.

If **we** have refunded any premium following cancellation, **we** can take any money **you** owe **us** from any payment **we** make.

Care of the Vehicle

The **insured vehicle** must be covered by a valid Department of Transport Test (MoT) Certificate if **you** need one by law.

You, or any person driving the **insured vehicle** with **your** permission, must take care to avoid loss of or damage to the **insured vehicle**. For example, removing it to a safe place as soon as possible if it breaks down. **You**, or any person driving the **insured vehicle** with **your** permission, should also take care of the keys to the **insured vehicle** to prevent them being lost or stolen.

You must always take the keys out of the ignition and remove them completely when the **insured vehicle** is left at any time whatsoever (regardless of whether the vehicle is still within **your** sight) and make sure that **you** do not leave belongings on display. **You** should close all the windows and sun-roofs and lock all the doors. Alarms, immobilisers and tracking devices should be turned on when fitted. **Endorsements** may apply to **your** cover, setting out other requirements relating to immobilisers, alarms and tracking devices. In these cases, **we** will need to see evidence that an approved alarm, immobiliser or tracking device has been fitted. These devices must always be on and working whenever the **insured vehicle** is left.

If **you**, or any person driving the **insured vehicle** with **your** permission, do not take care of the **insured vehicle** and meet any security requirements, this **contract of motor insurance** may no longer be valid and **we** may not pay any claim.

You or any other person covered by this insurance must do the following:

- Protect the **insured vehicle** from loss or damage.
- Keep the **insured vehicle** in a roadworthy condition. (**You** may be asked to provide details to show the **insured vehicle** was regularly maintained and kept in good condition.)
- Not move or drive the **insured vehicle** in a way likely to affect safe driving or control or in a way which could cause loss or damage to it.
- Not move or drive the **insured vehicle** after an accident, fire or theft if to do so may cause additional damage.
- Allow **us** access to examine the **insured vehicle**.

Other Insurance

If there is any other insurance covering the same claim, **we** will only pay **our** share of the claim, even if the other insurer refuses the claim.

Advanced Driver-Assistance Systems

When using a vehicle fitted with **ADAS**, **you** must follow the manufacturer's instructions and load any software and/or safety related updates. If **you** don't, **your** insurance wont be valid, **we** may void or cancel (treat it as if never existed) and **we** wont pay any claims for loss or damage. If **we** need to make a payment under the Road Traffic Act, **we** reserve the right to recover any amounts from **you** or the driver of **your** vehicle.

In the event that a claim is made, **we** will repair or recalibrate any advanced driving assistance systems. If **we** are not repairing **your** vehicle, **you** must immediately arrange for the defect to be rectified, replaced or recalibrated.

Renewal

Each renewal of the **policy** represents a new contract of insurance, **we** may amend the terms and condition's at renewal which includes:

Imposing terms such as the application of **excess** or **endorsements**;

- Increasing **your** premium;
- Excluding cover;
- Amending the **policy** wording;
- Declining to renew **your policy**.

Notification will be provided to you by **your** broker prior to the renewal date of **your policy**.

If there is an accident or theft, call us on

0330 678 5548

If you suffer windscreen or glass damage, call us on

0330 678 5591

allianz.co.uk/brokercustomer

Allianz is a trading name of Highway Insurance Company Limited which is part of the Allianz Group, registered in England and Wales number 3730662. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, register number 202972. Registered address: 57 Ladymead, Guildford, Surrey, GU1 1DB

0037226-2023