geo/AGRICULTURE



Find out more about how we work for you

Allianz (11)



Contents

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

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

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

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

This document provides details of your Policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

This is your Motor Legal Expenses Insurance Policy.

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

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

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

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

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

Signed on behalf of Allianz Insurance plc.

Simon McGinn

Chief Executive Allianz Commercial

Financial Services Compensation Scheme

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

Lawphone

Your Motor Legal Expenses policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal or business related legal matter. The advice you get from Lawphone will always be according to the laws of Great Britain and Northern Ireland. We may record the calls for your and our mutual protection and our training purposes.

Lawphone: 0370 241 4140

When **you** call Lawphone please confirm that **you** are a Motor Legal Expenses Insurance customer and quote Master Policy number 36938. **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 under sections 1 and 2

Section 1

If you need to make a claim under section 1 Motor prosecution defence call Lawphone on 0370 241 4140 and quote Master Policy number 36938. You will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call you back.

We will tell you if we need you to complete a claim form. If we do, we will send it to you. Please fill the claim form in and send it to:

The Claims Department Allianz Legal Protection Allianz – ALP PO Box 10623 Wigston LE18 9HJ

We will contact you once we have received the claim form. If your claim is covered we will appoint the legal representative that we have agreed to in your name and on your behalf.

Section 2

If you need to make a claim under section 2 Uninsured loss recovery, please contact Agrical Limited on 01423 879 027.

If your claim is covered Agrical will appoint a legal representative that we have agreed to in your name and on your behalf.

Sections 1 and 2

For all claims made under section 1 or 2, **you** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If you have already seen a solicitor before we have accepted your claim in writing, we will not pay any fees or other expenses that you have incurred. We will only start to cover the costs from the time we have accepted your claim and appointed the legal representative.

Please see Condition 6 Freedom to choose the legal representative of Conditions that apply to sections 1 or 2 on page 8 of this policy for an explanation of when **you** can choose the **legal representative**.

Important information about reasonable prospects of success

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

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

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

If we end your claim due to reasonable prospects of success no longer existing because you have not complied with Condition 1c or 1d on page 11 of this policy, we will not pay any costs incurred during your claim.

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

Complaints Procedure

Our aim is to get it right, first time every time. If you have a complaint we will try to resolve it straight away. If we are unable to, we will confirm we have received your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

Customer Satisfaction Manager Allianz – ALP PO Box 10623 Wigston LE18 9HJ

Tel: **0345 0700 886** (Line open 9am to 5pm, Monday to Friday excluding Bank Holidays)
Email: alpcomplaints@allianz.co.uk

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

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

The Financial Ombudsman Service Exchange Tower, London E14 9SR

Website: <u>financial-ombudsman.org.uk</u> Telephone: **0800 0234567** or **0300 1239123**

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

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

The meaning of words

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

The meaning of the following words apply to all sections of this policy.

Civil case

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

Costs

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

- The professional fees and expenses reasonably and properly charged by the legal representative on the standard basis, up to the Guideline Hourly Rates set by the Senior Court Costs Office, which you cannot recover from your opponent.
- Your opponent's legal costs and expenses incurred in a civil case which you are ordered to pay by a court or which you pay to your opponent with our written agreement.

We will only pay costs which are necessary and in proportion to the value of your claim. If we do not agree that the costs have been reasonably and properly incurred, or are necessary and in proportion to the value of your claim, we will have those costs assessed in accordance with Condition 3f of Conditions that apply to sections 1 and 2 on page 8 of this policy.

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

Damages

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

Insured vehicle

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

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

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under section 1 and 2 of this policy.

Period of insurance

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

Reasonable prospects of success

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

- a court would:
 - i decide the legal action under section 2 in your favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of your claim by a court); or
 - ii award **you** a more favourable settlement than has already been offered by **your** opponent;

and

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

We explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' on page 3 of this policy.

Standard basis

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

The meaning of words (continued)

Territorial limit

The **territorial limit** for section 1 Motor prosecution defence and section 2 Uninsured Loss Recovery is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

We, Us, Our, Allianz

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

You, your

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

Cover provided

This policy provides the cover described under sections 1 and 2. In addition to the terms described for each section, the General exclusions on page 9 and the General conditions on pages 10 and 11 apply to all sections of this policy.

Section 1 – Motor prosecution defence

What is covered by section 1

We will pay the **costs** of **you** defending criminal proceedings being brought against **you** arising from **your** ownership or use of the **insured vehicle**.

The cover provided by this section also includes the **costs** of making an appeal against **your** conviction or sentence by a court.

We will provide this cover as long as:

- the event giving rise to the criminal proceedings happened within the territorial limit and during the period of insurance; and
- the criminal proceedings will be decided by a court within the **territorial limit**; and
- we have given our written agreement to you making an appeal against your conviction or sentence by a court.

The most **we** will pay for all claims arising from the same criminal proceedings is £100,000.

What is not covered by section 1

We will not provide cover for the defence of criminal proceedings in respect of the following.

- 1 Parking offences for which **you** don't get points on **your** licence.
- 2 Driving while under the influence of drink or drugs.
- **3** Driving without:
 - insurance that covers the **insured vehicle**; or
 - a road fund licence or MOT certificate for the insured vehicle where either of these are required by law; or
 - a valid driving licence.

- **4** Any criminal proceedings against **you** that would be covered under **your** motor insurance policy for the **insured vehicle**.
- **5** Any award of costs made against **you** by a court following criminal proceedings.

Section 2 – Uninsured loss recovery

What is covered by section 2

We will pay the costs incurred by the legal representative to take legal action against your opponent to recover your damages arising from an accident involving your insured vehicle that:

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

We will provide this cover as long as:

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

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

Cover provided (continued)

What is not covered by section 2

We will not provide cover for the following

- **1** Any claim arising out of a contract **you** have with another person or organisation.
- 2 A claim for an event which is not covered under the current motor insurance policy **you** have for **your insured vehicle**.
- 3 Any claim where **you** do not have a valid:
 - motor insurance policy that covers the insured vehicle: or
 - MOT certificate or taxation for the insured vehicle where either of these are required by law; or
 - · driving licence.

What is not covered by sections 1 and 2

We will not provide cover for the following.

- 1 Any claim which **you** report to **us** more than six months after the:
 - date you first knew, or should have known, that criminal proceedings were to be brought against you; or
 - event, or series of events which gave rise to the dispute first occurred; or
 - accident involving your insured vehicle.

2 Any costs:

- incurred before we have accepted your claim in writing and appointed the legal representative.
- we have not agreed to in writing.
- you have paid directly to the legal representative or any other person without our permission.
- relating to an appeal following a decision by a court in respect of your legal action against your opponent unless we and the legal representative agree that reasonable prospects of success exist.

- that the court orders you to pay to your opponent at the end of a civil case on anything other than the standard basis.
 This will normally be because of your improper or unreasonable conduct during the legal action.
- 3 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - legal costs and expenses incurred by the legal representative in respect of your claim; or
 - damages you receive from your opponent.
 These types of contracts are normally referred to as either conditional fee agreements or damages based agreements.
- **4** Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 5 Any actual or potential prosecution, dispute or accident that **you** were aware of, or should have been aware of, before the cover under this policy started.
- **6** Any dispute arising from:
 - an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
 - any other challenge to any existing or proposed legislation.
- 7 Any dispute arising out of written or verbal remarks which you believe have damaged your reputation.
- **8** Any fines or other penalties awarded against **you** by a court or tribunal.

Conditions that apply to sections 1 and 2

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

1 You must:

- a make your claim within six months of the date that the event, or series of events, which gave rise to the dispute or criminal proceedings first occurred.
- **b** not appoint a **legal representative** to represent **you** in **your** legal action.
- c at all times throughout your legal action give the legal representative and us a complete, accurate and truthful account of all of the circumstances that are relevant to your legal action that you are aware of, or should have been aware of. This will include details of any agreement between you and any other person or organisation. You, and anyone acting on your behalf, must not knowingly give any false, fraudulent, exaggerated or incorrect statement or document to your legal representative or to us.
- d follow the advice of, and co-operate fully with, the legal representative and us at all times during your legal action. This will include going to all court hearings or other appointments that the legal representative asks you to attend.
- e not withdraw your claim from the legal
 representative without the written agreement
 of us and the legal representative.
- **f** get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action.
- g instruct the legal representative to take all reasonable steps to recover costs from your opponent and pay them to us. If you do not do this, we will have the right to reduce the amount that we pay under this policy to the amount that your costs would have been if you had instructed the legal representative to take all such reasonable steps.
- h instruct the legal representative to keep to Condition 2 below

If you do not keep to Condition 1c, 1d or 1e we will recover any costs from you that we have paid or incurred in respect of your legal action unless we agree to appoint another legal representative to continue your claim.

2 The legal representative must:

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

3 We will have the right to do the following.

- **a** Appoint the **legal representative** in **your** name and on **your** behalf.
- **b** Take over and conduct, in **your** name, any claim or proceedings:
 - before a legal representative has been appointed; or
 - that are necessary to recover costs that we have paid in respect of your legal action.
- c Contact the legal representative at any time and have access to all statements, opinions, reports or any other documents relating to your legal action.
- d Appoint a barrister or other legally qualified adviser or expert appropriate to your legal action and ask for his or her opinion on the value of your legal action and whether reasonable prospects of success exist.

Conditions that apply to sections 1 and 2 (continued)

- e End your claim if, at any time during your legal action reasonable prospects of success no longer exist. If, after we end your claim, you continue the legal action and get a better settlement than we expected, we will pay your costs which you cannot get back from anywhere else.
- f Have any legal bill assessed if we and the legal representative or the representative acting for and on behalf of your opponent cannot agree on the level of costs. If we do this the assessment will be carried out by a court, independent expert in the assessment of costs or other competent party. We will not pay any more than the costs that are determined as reasonable by the assessment.
- g Settle your claim by paying the amount in dispute. If we do this we will not pay any costs incurred after the date that we tell you, and any legal representative, that we have decided to settle your claim. (This will not apply where legal proceedings have begun in a court before the date we decide to settle your claim. In these circumstances we will settle the claim by paying costs that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h Settle the **costs** covered by this policy at the end of **your** legal action.

4 Your agreements with others

We will not be bound by any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

5 Other insurances and cover

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

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

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

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

You must send the name and address of your chosen legal representative to us. If we agree to appoint your chosen legal representative, he or she will be appointed on the same terms as we would have appointed our chosen legal representative, other than in respect of any agreement we and your chosen legal representative reach over the costs that we will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General condition d Disputes on page 10 of this policy.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

General Exclusions

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

- **a** The **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.
- **b** Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- c Disputes between you and us.
- **d** Claims directly or indirectly caused by, contributed to or arising from:
 - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel: or
 - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- e Claims arising from war, invasion, riot, revolution or a similar event.

General conditions

In addition to the Conditions described under sections 1 and 2, the following Conditions apply to all sections of this policy.

a Cancellation rights

You may cancel this policy within 14 days of receiving your policy wording. We will refund any money you have paid. At any other time during the period of insurance, you can cancel the policy by giving us 30 days' notice. If you cancel the policy during this time, you will not be entitled to a refund of the money you have paid.

We can cancel the policy by giving **you** 30 days' notice if:

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

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

Every notice to cancel this policy must be given in writing. If **you** give **us** notice to cancel the policy, **you** must send it to **our** address or the address of the broker or intermediary who deals with **your** motor policy. If **we** give **you** notice, **we** will send it to **your** last known address.

Our address is:

Allianz – ALP PO Box 10623 Wigston LE18 9HJ

Phone: 0370 243 4340

b Notices

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

If you give us notice, you must send it to our address shown in General condition a Cancellation rights above. If we give you notice, we must send it to your last known address.

c Changes during the period of insurance

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

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

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

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

d Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator, who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **we** and **you** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either you or us, the arbitrator will decide how you and we will share the costs. If the arbitrator decides that you must pay some, or all, of the costs of the arbitration those costs will not be covered by this policy.

General conditions (continued)

e Law and language of this policy

Unless we agree otherwise:

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

f Fraud

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

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

we will

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

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

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

g Rights of parties

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

Privacy Notice Summary

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

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

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

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

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

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

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

Telephone: 0208 231 3992

Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,

57 Ladymead, Guildford,

Surrey, GU1 1DB

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

Telephone: **0330 102 1837**

Email: dataprotectionofficer@allianz.co.uk Address: Data Protection Officer, Allianz,

57 Ladymead, Guildford,

Surrey, GU1 1DB



agrieb@geoagriculture.com

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