

Annual Car Insurance Policy



Annual Car Insurance

Contents

• The Meaning of Words.....	3	• Section 13 – Car Sharing.....	9
• Annual Car Insurance Policy.....	4	• Section 14 – Car Hire Cover.....	9
Part A – Private Car Insurance.....	5	• Section 15 – Emergency Accommodation.....	10
• Section 1 – Your Liability to Others.....	5	and Travel Expenses	
• Section 2 – Driving Other Cars.....	6	• Section 16 – No Claims Discount.....	10
• Section 3 – Emergency Treatment Fees.....	6	• Section 17 – Uninsured Drivers.....	10
• Section 4 – Fire and Theft Cover.....	6	Part B – Uninsured Loss Recovery and Legal Expenses....	11
• Section 5 – Accidental Damage Cover.....	7	General Conditions.....	15
• Section 6 – New Car Replacement.....	8	General Exclusions.....	18
• Section 7 – Personal Belongings.....	8	Complaints Procedure.....	19
• Section 8 – Personal Accident.....	8	Assistance Card and Helpline Telephone Numbers.....	19
• Section 9 – Medical Expenses.....	8		
• Section 10 – Luggage Trailer.....	8		
• Section 11 – Windscreen Cover.....	9		
• Section 12 – Foreign Travel.....	9		



The Meaning of Words

If We explain what a word means, that word has the same meaning wherever it appears in Your Policy or Schedule. These words are shown by a capital first letter throughout Your Policy.

Certificate of Motor Insurance – A certificate We issue that proves You have the motor insurance You need by law. It shows who is entitled to drive Your Car and the purposes for which Your Car can be used.

Endorsement – Changes to the terms of Your Policy which will be shown in Your Schedule or continuation Schedule.

Excess – The amount You will have to pay if Your Car is lost, stolen or damaged. The main Excesses are displayed on Your Schedule. Any Excesses displayed in this booklet or on an Endorsement Schedule are additional to those displayed on Your Schedule.

Civil Partner/Spouse – The person You are legally married to or have entered into a Civil Partnership with. Spouse also means the partner You live with as if You are married (including partners of the same sex).

Insurance Representative – The person who arranges and administers Your insurance.

Market Value – The cost of replacing Your Car at the time of loss or damage taking into account its make, model, specification, age, mileage and condition. This will not exceed the estimate of value that You last gave to Us.

Period of Insurance – The period You are covered for as shown on Your Certificate of Motor Insurance and Schedule.

Personal Details form – The form included in Your Policy pack which details the information You provided to Us when You took out Your Policy and on which Your Policy is based.

Policy – The contract of insurance between You and Us.

Prejudicial Claim – Any claim made against Your policy that has either resulted in Us making a payment and We are not able to recover the full amount of this payment, or a claim that is outstanding and responsibility for the claim has not been decided.

Schedule – A document which includes Your details and specifies the cover provided by Your Policy and any endorsements applying to Your Policy.

Territorial Limits – United Kingdom, the Channel Islands, the Isle of Man, all member countries of the European Union, Andorra, Croatia, Iceland, Liechtenstein, Norway, Serbia and Switzerland. It also includes travelling, including loading and unloading, between these countries by air, rail or sea.

Terrorism – Any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. Any act deemed by the government to be an act of Terrorism.

We, Us, Our, Allianz – Allianz Insurance plc, other than for part B (Uninsured Loss Recovery and Legal Expenses) where the cover is provided, and the claims are handled, by Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, Your – The Insured named on the Schedule other than for part B (Uninsured Loss Recovery and Legal Expenses) where the definition is extended to include any person entitled to drive or be a passenger in Your Car.

Your Car – Any car and accessories in, on or attached to it, as described in paragraph 1 of Your current Certificate of Motor Insurance and Your Policy Schedule.

Annual Car Insurance Policy

Relevant to entire Policy

This Policy document, Your Schedule and Your Certificate of Motor Insurance describe Your legal contract and it is important that You examine them carefully to make sure that they meet all Your needs. If You have any questions, please let Your Insurance Representative know right away.

Please check Your Schedule and Your Personal Details form carefully to make sure that as far as You know the information You have supplied is correct. Remember, You must tell Your Insurance Representative if this information changes or is not correct. If You don't, You may find that You are not covered.

In return for paying or agreeing to pay the premium, We will insure You under the conditions of Your Policy for any insured event which takes place during the Period of Insurance within the Territorial Limits.

Changes to Your circumstances

Please tell Your Insurance Representative if there are any changes to Your circumstances which could affect Your insurance. There are some changes that You should tell Your Insurance Representative about before they happen, for example, if You intend to change Your Car or if You wish to include other drivers. Please refer to General Condition 10 of this Policy. If Your circumstances change and You do not tell Your Insurance Representative, You may find that You are not covered if You need to make a claim.

Reflection period

You may cancel this Policy within 14 days of the date You receive it. If You wish to do this, please contact Your Insurance Representative on the Customer helpline on page 19. Your Policy will be cancelled from the date You request, or the date Your request is received, whichever is the later. If You choose to do this, and provided Your request is received on or before the 14th day, You are entitled to a refund of the premium You have paid for this insurance.

We will charge a pro rata premium subject to a minimum premium of £15 (plus Insurance Premium Tax) except where an incident has occurred which may give rise to a Prejudicial Claim, in which case the full annual premium may be payable to Us.

Future changes of insurer

This cover is provided by Us to You pursuant to arrangements that We have made with Volkswagen Insurance Service (Great Britain) Limited (Volkswagen Insurance). In the event that for any reason those arrangements end Volkswagen Insurance may decide to arrange for Your insurance to be provided by a new insurer. Volkswagen Insurance will give You reasonable written notice of any such proposed change prior to the renewal of Your Policy and supply You with details of the terms of any proposed new Policy. You will not be obliged to take any new cover and any cover will contain cancellation rights in line with those set out in General Condition 6.

Settling claims

For fire, theft and accidental damage claims under Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of the Policy, We will at Our option either repair Your Car or make a cash settlement, which will not be more than Your Car's Market Value at the time of the loss or damage.

Vehicle repairs will be guaranteed in line with the standard Volkswagen guarantee period or for a period of three years from the date of repair whichever is the greater.

Part A – Private Car Insurance

Section 1 – Your Liability to Others

What is covered

Cover We provide for You

We will pay all the amounts You legally have to pay as a result of using Your Car and any trailer, caravan or vehicle being towed by it if You:

- cause the accidental death of, or bodily injury to any person
- cause accidental damage to anyone's property.

In respect of accidental damage to property We will not pay any more than £20,000,000 for damage to property and £5,000,000 for legal costs and expenses (or any higher limit provided for by local legislation in territories outside the United Kingdom but within the Territorial Limits) for any one occurrence or series of occurrences arising from one cause.

Cover We provide for other people

We will provide the same insurance as We provide in this section to the following people:

- anyone You allow to drive Your Car as long as they are entitled to drive Your Car by Your current Certificate of Motor Insurance
- anyone travelling in, getting into or out of Your Car
- the employer or business partner of anyone You allow to drive Your Car as long as they are entitled to drive and this use is covered by Your current Certificate of Motor Insurance.

Your legally appointed representatives

After the death of anyone who is insured under this Policy, We will protect that person's estate against any liability they had if We insure that liability under this Policy.

Legal fees and expenses

If there is an accident insured under the conditions of this Policy We will arrange and pay for:

- a solicitor or barrister to represent anyone insured under this Policy at a coroner's inquest or criminal court
- defending anyone insured under this Policy if they are charged with manslaughter or causing death by careless, reckless or dangerous driving.

What is not covered

We will not cover:

- liability for causing the death of or injury to any employee in the course of their employment by anyone insured by this Policy unless this is necessary under compulsory motor insurance legislation in force within the Territorial Limits of this Policy
- liability for loss of or damage to property which belongs to or is held in trust by You or is in Your care, custody or control
- liability for loss of or damage to property which belongs to, is held in trust by or is in the care, custody or control of anyone You allow to drive Your Car and who is entitled to drive by Your current Certificate of Motor Insurance
- liability for loss of or damage to a car driven by You under Section 2 (Driving Other Cars)
- liability incurred by anyone who is covered under any other insurance
- liability for loss, damage, injury, death or any other cost directly or indirectly caused by, resulting from or in connection with any act of Terrorism or any action taken to control or prevent any act of Terrorism, except as is necessary to meet the requirements of any compulsory motor insurance legislation in force within the Territorial Limits of this Policy.

Section 2 – Driving Other Cars

What is covered

If Your current Certificate of Motor Insurance includes driving other cars, this Policy provides the same cover as Section 1 when You are driving any other car.

This cover only applies if:

- You do not own or have not hired the car under a lease hire or hire purchase agreement
- the car has valid cover in force under another insurance policy
- You have the owner's permission to drive the car
- the car is being driven in the United Kingdom, Channel Islands, Isle of Man or Republic of Ireland
- Your Car has not been sold, disposed of, damaged beyond economic repair or declared a total loss.

Section 3 – Emergency Treatment Fees

What is covered

If there is an accident insured by this Policy We will pay for Emergency medical treatment which must be provided under compulsory motor insurance legislation in force within the Territorial Limits of this Policy.

Section 4 – Fire and Theft Cover

What is covered

We will pay for loss or damage by fire, theft or attempted theft to Your Car up to the Market Value of Your Car, including its spare parts or accessories (products designed to be fitted or used only in or on a car).

We will pay for:

- the cost of protecting and removing Your Car to the nearest repairer
- if it is repaired the cost of delivering Your Car back to You at Your Home as long as it is in the United Kingdom, the Channel Islands or the Isle of Man.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to Your Car; or
- if not permanently fitted and can only function when connected to a car's electrical system, cover is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for Your Car.

If Your Car is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under this section of the Policy.

Electric vehicles - Leased Batteries

In the event of loss or damage insured under this section, We may be required to make Our payment to the owner of Your Car's battery, or batteries, if the battery is leased or hired.

What is not covered

We will not cover:

- the first £100 of each claim but this does not apply if Your Car is in Your private garage while the loss or damage occurs
- loss of or damage to spare parts or accessories not permanently fitted to Your Car unless kept in Your Home, private garage, glovebox or luggage compartment of Your Car when not being used
- theft of entertainment, communication, navigation and other electronic equipment that:
 - is not permanently fitted to Your Car unless it is kept in Your Home, private garage or glovebox or luggage compartment of Your Car when not being used
 - can be used independently of Your Car
- loss or damage to Your Car, following theft or attempted theft, if at the time of the loss or damage Your Car was unoccupied with the ignition key or other removable ignition device in or on Your Car
- loss of use of Your Car
- loss or damage resulting from deception
- wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage
- a reduction in the Market Value of Your Car following repair
- more than the manufacturer's last list price in the United Kingdom of any spare part
- any damage caused deliberately by You or anyone else insured under this Policy.

Section 5 – Accidental Damage Cover

What is covered

We will pay for:

- loss or damage to Your Car up to the Market Value of Your Car, including its spare parts or accessories (products designed to be fitted or used only in or on a car)
- the cost of replacing a child's car seat fitted in Your Car with a new one of the same or similar model and standard if the existing seat is being occupied and damaged as a result of a road traffic accident.
- the cost of protecting and removing Your Car to the nearest repairer
- if it is repaired the cost of delivering Your Car back to You at Your Home as long as it is in the United Kingdom, Channel Islands or the Isle of Man
- up to £500 to replace car locks if You lose the keys to Your Car or its lock transmitter, or Your keys are stolen.

Cover for:

- entertainment, communication, navigation and other electronic equipment permanently fitted to Your Car; or
- if not permanently fitted and can only function when connected to a car's electrical system, cover is limited to £500 for any one claim unless the equipment is fitted as part of the manufacturer's original specification for Your Car.

If Your Car is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under this section of the Policy.

Electric vehicles - Leased Batteries

In the event of loss or damage insured under this section, We may be required to make Our payment to the owner of Your Car's battery, or batteries, if the battery is leased or hired.

What is not covered

We will not cover:

- The first amount (Excess) of each claim as shown in Your Schedule. Also, a further amount (shown below) of each claim under this section when Your Car is being driven by a person:
 - Aged 17 to 20: £250
 - Aged 21 to 24: £200
 - Aged 25 or over and either holds a provisional licence or has held a full licence* for less than one year: £100
- * A full licence means a licence issued in the United Kingdom, Channel Islands or the Isle of Man
- loss of or damage to spare parts or accessories not permanently fitted to Your Car unless kept in Your Home, private garage, glovebox or luggage compartment of Your Car when not being used
- entertainment, communication, navigation and other electronic equipment that can be used independently of Your Car
- loss of use of Your Car
- loss or damage resulting from deception
- wear and tear, mechanical, electrical, electronic, computer or computer software breakdowns, failures, faults or breakage
- a reduction in the Market Value of Your Car following repair
- more than the manufacturer's last list price in the United Kingdom of any spare part
- damage to tyres caused by braking, punctures, cuts or bursts.

Note:

We will not apply the Excess shown in Your Schedule or under this Section:

- while Your Car is being driven by a member of the motor trade while it is being serviced or repaired or by hotel or restaurant staff for the purposes of parking
- if Your claim is for the cost of replacement locks only.

Continued overleaf

Section 6 – New Car Replacement

What is covered

We will at Your request, and subject to a valid claim under Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of this Policy, replace Your Car with a new one of the same make, model and specification.

We will only do this if:

- Your Car is damaged to the extent that the cost of repair is more than 60% of the United Kingdom list price (including VAT) of an identical new car at the time of loss or damage
- You or Your Spouse or Civil Partner have owned Your Car since it was first registered as new
- Your Car is a United Kingdom specification model bought from one of the manufacturer's authorised United Kingdom retailers
- the loss or damage happens before Your Car is one year old and the model is still available from the manufacturer's authorised United Kingdom retailers
- We have Your permission to replace Your Car.

Settlement of claims under this Section will be subject to the deduction of the Excesses listed within Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of Your Policy in addition to any other Excess that may apply. Please refer to Your Schedule.

Section 7 – Personal Belongings

What is covered

We will pay up to £250 for personal belongings while in Your Car if they are lost or damaged by an accident, fire, theft or attempted theft.

We will also pay up to £200 for wheelchairs, prams, child's pushchairs, buggies and carrycots while in Your Car if they are lost or damaged by an accident fire, theft or attempted theft.

What is not covered

We will not cover:

- money including credit, cash, debit and cheque cards
- tickets, vouchers, documents and securities (financial certificates such as shares and bonds)
- any items stolen (other than children's car seats and booster seats), unless they are hidden in a glovebox or luggage compartment and Your Car is locked when it is unattended.

Section 8 – Personal Accident

What is covered

If You or a member of Your family permanently living with You is accidentally injured while travelling in Your Car and this injury alone results in:

- death; or
- permanent total loss of sight in one or both eyes; or
- permanent total loss of use of an arm or a leg.

We will pay the injured person or their legal representatives £10,000.

We will only pay for one benefit for death or injury to any person for any one injury in any one Period of Insurance.

Section 9 – Medical Expenses

What is covered

Following an accident involving Your Car We will pay:

- medical, surgical and dental fees up to £200 for each person
- veterinary fees up to £200 for each domestic pet (for a maximum of two pets)

if they are injured while travelling in Your Car.

We will also pay You £30 a day for up to 30 days if You have to stay in hospital.

Section 10 – Luggage Trailer

What is covered

We will pay up to £250 under Sections 4 (Fire and Theft Cover) and 5 (Accidental Damage Cover) of this Policy for loss or damage to a luggage trailer, whether or not it is attached to Your Car at the time of the accident or loss.

Section 11 – Windscreen Cover

What is covered

If the glass in the windscreen, windows or sunroof of Your Car is damaged We will pay for its replacement or repair including the repair of any resulting scratching of the surrounding bodywork.

As long as there is no claim under any other Section of this Policy any payment for glass replacement or repair will not affect Your No Claims Discount.

What is not covered

An Excess of £80 applies to each claim. This Excess will be reduced to £50 if You use Our approved glass replacement service.

You will not have to pay this Excess if the glass is repaired and not replaced.

Section 12 – Foreign Travel

What is covered

This Policy gives You and anyone entitled to drive Your Car under Your current Certificate of Motor Insurance the full cover shown in the Schedule in any country in the Territorial Limits for up to 90 days in any one Period of Insurance.

Your current Certificate of Motor Insurance is evidence that You have the cover needed by law in the Territorial Limits. You do not need a green card or a bail bond if You want to travel within the Territorial Limits.

If You want cover outside the Territorial Limits, You must tell Your Insurance Representative. We may provide cover and You may need to pay an extra premium.

We will pay any customs duty if Your Car is damaged and We cannot return it to the United Kingdom, the Channel Islands or the Isle of Man after a claim covered by this Policy.

What is not covered

If after 90 days Your Car does not return to United Kingdom, the Channel Islands or the Isle of Man (unless We have agreed to extend cover), cover will be limited to the minimum legal requirements to use Your Car in that country. The minimum requirements of United Kingdom law will apply if these are higher than those of the country where You are using Your Car.

Section 13 – Car Sharing

If You are paid as part of a Car sharing arrangement for social purposes, We will not consider this as hiring or carrying passengers for hire or reward as long as:

- Your Car is not built or adapted to carry more than eight passengers; and
- You do not profit from the contributions You receive for the journey.

If You are not sure whether or not any car sharing You have arranged is covered by this Policy, please contact Your Insurance Representative.

Section 14 – Car Hire Cover

A 'Class A' hire car (e.g. small hatchback) will be provided to You in the United Kingdom, Channel Islands and the Isle of Man while Your Car is being repaired by a Volkswagen approved repairer following an accident or theft.

Subject to availability the car will be of a make and model from within the Volkswagen Group range. Where a Volkswagen Group car is not available, a car of an alternative make will be provided.

If Your Car is assessed as being beyond economical repair (total loss), You may retain the hire car for the following periods from the date that Your Car is declared a total loss:

- 14 days if Your Car is less than one year old from the date of its first registration as new; or
- four days if Your Car is more than one year old from the dates of its first registration as new.

A hire car will not be provided where:

- You choose not to use a Volkswagen approved repairer
- Your Car is stolen and not recovered.

The supply of a hire car may be subject to terms and conditions.

In addition, We will provide Policy cover in the United Kingdom, the Channel Islands and the Isle of Man for:

- any hire car We give You as provided for by this Policy
- a car Your motor trader gives You, up to 1700cc, while Your Car is in a garage for service or repair.

Section 15 – Emergency Accommodation and Travel Expenses

We will pay You and any person travelling in Your Car up to £40 per person for any overnight accommodation or to travel home if Your Car is stolen or damaged as a result of an accident covered by this Policy.

Section 16 – No Claims Discount

We will give You a no claim discount as long as the insurance has been in force for 12 months and that each renewal period is for a further 12 months.

Claims that will not reduce your no claim discount:

- Claims We pay solely for a broken windscreen or windows, or for repairing scratched paintwork directly caused by broken glass; and
- Claims made due to an accident with an uninsured driver, provided that You are able to meet the conditions of Section 17 – Uninsured Drivers.

If You make a claim under this Policy, Your No Claims Discount may be affected as shown in the table unless You have paid an additional premium to protect Your discount and the relevant Endorsement is shown on Your Policy Schedule.

Claim-free years	1st Claim	2nd Claim	3rd or more
1	Nil	Nil	Nil
2	Nil	Nil	Nil
3	1 Year	Nil	Nil
4	2 Years	Nil	Nil
5 or more Years	3 Years	1 Year	Nil

You will not be able to protect Your No Claims Discount if You have earned less than 4 years No Claims Discount at the beginning of the Period of Insurance.

Section 17 – Uninsured Drivers

What is covered

If You make a claim following an accident and the driver of the other vehicle is not insured You will not lose Your No Claims Discount or have to pay any Excess as a result of that accident provided:

- We establish that the accident is not Your fault and
- You are able to provide details of the other vehicle's make, model and registration number and the name and address of the person driving the other vehicle.

You may have to pay Your Excess when You first claim and You may also temporarily lose Your No Claims Discount. If subsequently We are satisfied that the accident was not Your fault We will repay Your Excess, reinstate Your No Claims Discount and refund any premium which may be due to You.

Part B – Uninsured Loss Recovery and Legal Expenses

Lawphone

Your Uninsured Loss Recovery and Legal Expenses section includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice You get from Lawphone will always be according to the Laws of the United Kingdom. We may record the calls for Your and Our mutual protection and Our training purposes.

Lawphone: **0370 241 4140**

When You call Lawphone please quote reference **36553**. You will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return Your call.

How to make a claim

You must first make a valid claim on Your Car insurance Policy by calling car claims on **0345 076 0143**. When You call, You will be asked for full details of the accident. Please quote reference number **36553**.

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. If Your claim is covered, We will appoint the Legal Representative that We have agreed to in Your name and on Your behalf and will only start to cover the Costs from the time We have accepted Your claim and appointed the Legal Representative.

Please see Condition 5 Freedom to choose the Legal Representative of Part B 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 Part B of this Policy.

In order for Us to decide whether Reasonable Prospects of Success exist We will seek the opinion of the Legal Representative. If We and the Legal Representative do not agree on whether Reasonable Prospects of Success exist, We will also seek the opinion of any other legally qualified advisor or other expert appropriate to Your claim that We feel it is necessary to consult.

If We believe that Reasonable Prospects of Success do not exist We will end Your claim.

If We end Your claim due to Reasonable Prospects of Success no longer existing because You have not complied with Condition 1c or 1d of Part B of this Policy, We will not pay any Costs incurred during Your claim.

If We end Your claim due to Reasonable Prospects of Success no longer existing because of any other reason, We will pay Costs incurred up to the date that We end Your claim.

The meaning of words

In addition to the words defined within 'The Meaning of Words' on page 3, the following words have the same meaning wherever they appear in Part B 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 under Part B of this Policy, 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 Part B 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.

Legal Representative – The solicitor or other person appointed with Our agreement to represent You under the terms of Part B of this Policy.

Reasonable Prospects of Success – There are reasonable prospects of success if, at all times during Your legal action against Your opponent, it is more likely than not that:

- a court would:
 - i decide the legal action in Your favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of Your claim by a court); or
 - 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” of Part B 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.

What is covered

We will pay the Costs of You taking legal action against Your opponent for Damages arising from an accident involving Your Car 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 Your Car; or
 - ii damage to Your Car; or
 - iii damage to property which You own or are legally responsible for and which is in or on Your Car.
- The cover provided by Part B of this Policy also includes the Costs of making or defending an appeal following a decision by a court in respect of Your legal action.

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 Car is £100,000.

What is not covered

We will not provide cover for the following:

1. Any claim arising out of a contract You have with another person or organisation.
2. A claim for an event which is not covered under Your current car insurance Policy.
3. Any accident involving Your Car that You were aware of, or should have been aware of, before the cover under Part B of this Policy started.
4. Your Car being used for racing, rallying, speed testing, speed trials, off road events or driven on a motor sports circuit.
5. Disputes between You and Us.
6. 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 on anything other than the Standard Basis. This will normally be because of Your improper or unreasonable conduct during the legal action.

7. 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 contract are normally referred to as either conditional fee agreements or damages-based agreements.
8. 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.
9. Any Value Added Tax that is payable on the Costs incurred which You can recover from elsewhere.
10. Any claim where You do not have a valid:
 - motor insurance policy that covers Your Car; or
 - MOT certificate or taxation for Your Car where either of these are required by law; or
 - driving licence.
11. Any fines or other penalties awarded against You by a court.
12. Any claim which You report to Us more than six months after the accident involving Your Car.

Conditions applicable to Part B of this Policy

The following Conditions apply to Part B of this Policy. You must keep to them in order to have the full protection of Part B of this Policy.

1. You must:

- a. make Your claim within six months of the date of the accident involving Your Car
- 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
- 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 attending 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.

2. The Legal Representative must:

- a. get Our written permission before instructing a barrister or other legally qualified advisor 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 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:

- 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 advisor or expert appropriate to Your legal action and ask for his or her opinion on the value of Your legal action and whether Reasonable Prospects of Success exist
- e. end Your claim if, at any time during Your legal action We believe that 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 Part B of 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. 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 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 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 Condition 6 Disputes of Part B 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.

6. 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 Part B of this Policy.

7. Notices

Every notice which needs to be given under Part B of this Policy section must be given in writing.

If You give Us notice, You must send it to Our address which is shown under the Complaints Procedure part of this Policy.

If We give You notice, We must send it to Your last known address.

General Conditions

Applying to all parts of the Policy.

1. Taking care of Your Car

You must take all reasonable precautions to protect Your Car from loss and damage and to keep it in a good roadworthy condition. If We ask, You must allow Us, or Our representative, to inspect Your Car at any reasonable time.

2. Keeping to the terms of the Policy

We will only give You the cover described in this Policy if:

- any person claiming has met all the conditions as far as they apply
- declarations made and information given to Us orally, electronically, in writing and in the Personal Details Form, forming the basis of this Policy, are complete and correct as far as You know.

3. Compulsory insurance

If the law of any country in which this Policy covers You says We must pay a claim which We would not otherwise have paid, We are entitled to recover such payments from You or the person who is liable.

4. Claims

You must tell Us as soon as reasonably possible about any accident or claim and give Us any information We may need without delay.

If Your Car is on lease hire or hire purchase We may be required to make Our payment to the lease hire or hire purchase company. In that event Our payment will be in full and final settlement of Our liability under Section 4 (Fire and Theft Cover) or 5 (Accidental Damage Cover) of this Policy.

You must not pay or offer or agree to pay any money or admit liability or settle any claim without Our permission.

We can, in Your name:

- take over and defend or settle a claim
- take proceedings at Our own expense and benefit to get back any payment We have made under this Policy.

You must co-operate with Us at all times.

5. Reflection period

You may cancel this Policy within 14 days of the date You receive it (or for renewals You may cancel this Policy within 14 days of the Policy renewal date). If You wish to do this, please contact Your Insurance Advisor on the Customer helpline on page 19. Your Policy will be cancelled from the date You request, or the date Your request is received, whichever is the later. If You choose to do this, and provided Your request is received on or before the 14th day, You are entitled to a refund of the premium You have paid for this insurance.

We will charge a pro rata premium subject to a minimum premium of £15 (plus Insurance Premium Tax) except where an incident has occurred which may give rise to a Prejudicial Claim, in which case the full annual premium will be payable to Us.

6. Cancelling Your Policy

We may cancel this Policy by sending seven days notice in writing to You at Your last known address and in the case of Northern Ireland to the Department of the Environment for Northern Ireland.

We will return the premium for the part of the Policy that You have not yet used unless You have made a Prejudicial Claim during the Period of Insurance. We may cancel Your Policy where there are serious grounds to do so, this includes:

- failure to meet the terms and conditions of this Policy
- where You are required in accordance with the terms of Your Policy to co-operate with Us, or send Us information or documentation and You fail to do so in a way that materially affects Our ability to process a claim, or Our ability to defend our interests



- failure when requested to supply Us with other relevant documentation or information that We need
- where We reasonably suspect fraud or misrepresentation
- changes to Your Policy details or circumstances that We do not cover under Our Policy
- use of threatening or abusive behaviour or language, or intimidation or harassment of Our staff or suppliers

You may cancel this Policy by contacting Your Insurance Representative on the Customer helpline on page 19. Your Policy will be cancelled from the date You request, or the date Your request is received, whichever is the later.

Return premium

We will not refund Your premium if You have made a claim during the Period of Insurance.

If You cancel the Policy before the first renewal date, We will refund the part of the premium You have not yet used less a charge of £50 (plus Insurance Premium Tax).

If You cancel the Policy after the first renewal date, We will refund the part of the premium You have not yet used less a charge of £15 (plus Insurance Premium Tax).

7. Fraud

If You or anyone acting on Your behalf makes a claim which is at all false or fraudulent, or support a claim with any false or fraudulent statement or documents, You will lose all benefit and premiums You have paid for this Policy. In addition We may recover any sums paid under this Policy.

If You or anyone acting on Your behalf fraudulently provided Us with false information, statements or documents We may record this on anti-fraud databases, We may also notify other organisations.

The Data Protection Act notification details issued with Your Schedule provides additional information.

8. Theft and malicious damage notification

You must report any theft, attempted theft or malicious damage to the police as soon as reasonably possible.

9. Choice of law

Unless We agree otherwise:

- the language of this Policy and all communications relating to it will be in English; and
- all aspects of this Policy including negotiation and performance are subject to English law and the decisions of English courts.

10. Changing Your details

You must tell Your Insurance Representative about any changes that may affect Your Policy cover. If We are not informed of any changes this may affect Your ability to claim under Your Policy.

Changes You must tell your Insurance Representative about before continuing to use Your Car:

If You want to:

- change Your Car
- make any changes to Your Car that make it different from the manufacturer's standard UK specification;
- use Your Car for a purpose not permitted in Your Certificate of Motor Insurance;
- add a new driver.

Changes You must tell Your Insurance Representative about at Your first opportunity:

If You:

- change Your address, or where You normally keep Your Car;
- or any other driver covered by Your Policy, are convicted of a criminal or motoring offence including fixed penalty notices;



- or any other driver covered by Your Policy, have a prosecution pending for any motoring offence;
- or any driver covered under Your Policy become unemployed or change occupation, including any part-time work;
- or any other driver have had changes made to the status of Your or their driving licence;
- become aware of any physical or medical condition of any driver which may affect Your or their ability to drive;
- exceed Your stated annual mileage; or
- or any driver covered under Your Policy have a change of name due to marriage or via Deed Poll.

When You tell Your Insurance Representative of a change of details We will reassess the premium and terms of Your Policy. You will be informed of any revised (which will include a charge of £10 plus Insurance Premium Tax to cover operational costs) premium or terms and asked to agree before any change is made.

To reduce costs We will not refund or charge amounts less than £25 (plus Insurance Premium Tax).

In some circumstances We may not be able to continue Your Policy following the changes, where this happens You will be told and the Policy will be cancelled in line with the provisions of General Condition 6.

11. Payment of premium

If You pay Your premium by direct debit or by any other instalment method, in the event You fail to pay one or more instalments, whether in full or in part, We may cancel the Policy by giving You 14 days notice in writing sent to Your last known address.

We may also refuse Your claim or take the balance of any outstanding premium due to Us from any claim payment We make to You.

This may mean that We fulfil Our obligations to any claim against Your Policy by a third party but seek full recovery of any sum paid under Your Policy from You. This may include the instruction of solicitors or other recovery agents.

12. Other policies

We will not make any payment if there is cover under any other insurance.

13. Rights of parties

A person or company who was not a party to this Policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Policy.

This does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. No claims discount proof

You must provide Your Insurance Representative with written proof of Your no claims discount within 28 days of the start date of this Policy. If You do not, We have the right to remove the no claims discount allowed and recalculate Your premium. If You fail to pay the increased premium We have the right to cancel Your policy in line with the cancellation outside the reflection period condition.

Your period of no claims must have been earned within the United Kingdom within the previous two years, and have been earned on a private car.

If We cancel Your policy as a result of failure to provide proof of no claims discount as defined and within the stated time, We will not issue any no claims discount relating to the time that You were on cover with Us.

15. Car sharing

Your policy also covers Your Car when You are paid for carrying passengers for social reasons, as long as:

- Your Car is not built or adapted to carry more than eight passengers (including the driver);
- the passengers are not being carried as part of a business of carrying passengers; and
- You do not profit from the total amount of money You are paid for the journey.

If You have any doubts as to whether or not any car sharing You have arranged is covered by this policy, please contact Us or Your Insurance Representative.

16. Renewal

Regardless of Your claims history, Your no claim discount or whether You have paid for no claim discount protection at renewal We have the right to amend Your policy terms and conditions.

This includes:

- imposing terms such as the application of Excesses or Endorsements;
- increasing Your premium;
- excluding cover;
- amending the policy wording;
- changing Your payment type; and/or
- declining to renew Your policy.

We will notify You in writing of any such action prior to the renewal date of Your policy.

General Exclusions

Applying to all parts of the Policy.

This Policy does not cover the following unless We have to provide cover to meet the requirements of any compulsory motor insurance legislation in force within the Territorial Limits of this Policy.

1. Who uses the car

We will not cover any claim or damage arising while Your Car is being:

- driven by anyone who is not mentioned in the 'Persons or classes of persons entitled to drive' section noted in the current Certificate of Motor Insurance
- used for a purpose which is not shown or is excluded on the current Certificate of Motor Insurance
- driven by someone who does not have a valid driving licence or is breaking the conditions of their driving licence.

However, this exclusion does not apply:

- to the cover given to You (and to no other person) under Section 1 (Your Liability to Others) while Your Car is being used without Your authority or by a motor trader for service or repair
- to claims under Section 4 (Fire and Theft Cover) arising through theft or attempted theft, provided You are prepared to help the police with any prosecution
- to claims under Section 5 (Accidental Damage Cover) while Your Car is being used without Your authority or by a motor trader for service or repair.

2. War and other hostilities

We will not cover loss, damage, injury or liability as a result of:

- earthquake;
- underground fire; or
- war, invasion, revolution or any similar event.

However, We will provide the cover You need to meet the requirements of any compulsory insurance legislation in force within the Territorial Limits of this policy.

3. Riot

We will not cover any loss, damage or liability caused by riot or civil commotion outside England, Scotland, Wales, the Channel Islands or the Isle of Man unless We have to meet any compulsory motor insurance legislation.

4. Radioactivity

We will not cover loss or damage or legal liability directly or indirectly caused by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste
- the radioactive, toxic, explosive or other dangerous properties of nuclear equipment or its nuclear parts.

5. Airside/Airfield

We will not cover liability caused by using any vehicle on any part of an aerodrome, airport, airfield or military base where aircraft can go.

6. Contracts

We will not cover any loss, damage or liability as a result of an agreement or contract unless We would have been responsible anyway.

7. Pollution

We will not cover any loss, damage or liability caused by pollution or contamination, unless the pollution or contamination is caused by a sudden, identifiable, unexpected and accidental incident which happens during the Period of Insurance.

Complaints Procedure

Our aim is to get it right, first time, every time. If We make a mistake We will try to put it right promptly. We will always confirm to You the receipt of Your complaint within five working days and do Our best to resolve the problem within four weeks. If We cannot, We will let You know when an answer may be expected. If We have not resolved the situation within eight weeks We will 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 Your Insurance Representative at:
Customer Experience Team
Volkswagen Insurance,
4 Mannin Way,
Lancaster,
LA1 3SW

Telephone 0330 102 1853

E-mail: customer.care@insurewithvolkswagen.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: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

Using Our complaints procedure or contacting the Financial Ombudsman Service does not affect Your legal rights.

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 www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Assistance Card and Helpline Telephone Numbers

To report a claim, we suggest that you keep this card with you or in your car. You may find it useful to add the helpline numbers into your mobile phone and keep the Policy in your car's glovebox.

Customer service opening hours:
Monday – Friday 8 am – 8 pm, Saturday 9 am – 5 pm
Claims helpline opening hours:
Monday – Friday 8 am – 6 pm, Saturday 9 am – 1 pm
Calls may be recorded and monitored.

Calls provided by BT will be charged at up to 4p per minute at all times.

A call set-up fee of 3p per call applies to calls from residential lines. Mobiles and other providers charges may vary. Costs can be checked with your network provider. Prices correct at time of printing.

Write your policy number here:



Customer service helpline **0330 102 1818**
Claims helpline **0345 076 0143**
Accident recovery **0800 777 124**
Legal helpline **0370 241 4140**
European helpline **+44 (0)20 8603 9424**

Volkswagen Insurance is a trading name of Volkswagen Insurance Service (Great Britain) Limited and is underwritten by Allianz Insurance plc and sold and administered by Allianz Business Services Limited.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (reference no: 121849) and Prudential Regulation Authority. Registered in England and Wales under company no: 84638. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Allianz Business Services Limited is authorised and regulated by the Financial Conduct Authority (reference no: 304779). Registered in England and Wales under company no: 4521167. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB. Allianz Business Services Limited is a wholly owned subsidiary of Allianz Holdings plc.

Volkswagen Insurance Service (Great Britain) Ltd is an appointed representative of Volkswagen Financial Services (UK) Limited. Registered in England and Wales under company no: 2835230. Registered office: Brunswick Court, Yeomans Drive, Blakelands, Milton Keynes, MK14 5LR. Volkswagen Financial Services (UK) Limited is authorised and regulated by the Financial Conduct Authority (reference no: 311988). Volkswagen Insurance Service (Great Britain) Ltd is not part of the same corporate group as Allianz Insurance plc or Allianz Business Services Limited.