



Lawshield Motor Elite

Letting us know about claims: 0330 055 3996.

This insurance is arranged by Lawshield UK Limited whose registered office is at Lawshield House, 850 Ibis Court, Warrington, Cheshire, WA1 1RL and underwritten by Allianz Insurance PLC (trading as Allianz Legal Protection) whose registered office is at 57 Ladymead, Guildford, Surrey GU1 1DB ("Allianz" or "ALP").

Lawshield UK Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 306793. Allianz Insurance PLC (trading as Allianz Legal Protection) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference No. 121849. Allianz Insurance PLC (trading as Allianz Legal Protection) is registered in England and Wales under number 00084638.

You can check **our** details and those of the **insurer** on the Financial Services Register: <https://register.fca.org.uk/>.

In return for the payment of **your premium** the **insurer** will provide the insurance detailed in this policy document during the **period of insurance**, subject to the terms, conditions and limitations shown below. If there are any changes to the policy terms and conditions **you** will be notified of these before the relevant renewal date.

Definitions

The words or phrases in this section have the meanings shown below and will be shown in bold throughout this document.

Claims adjuster - Any claims negotiator, adjuster, or other appropriately qualified person, firm or company appointed by **us** to act for **you**.

Geographical limits Great Britain, Northern Ireland, Channel Islands, and the Isle of Man. For section 1 Uninsured Loss Recovery, the territorial limit is extended to include any member country of the European Union Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia and Switzerland.

Insured incident - A road traffic accident for which **you** are not at fault (excluding claims for theft or fire) occurring within the **period of insurance** and **geographical limits** which results in:

- a) Loss or damage to the **insured vehicle** including any attached trailer.
- b) Loss or damage to any personal property owned by **you** whilst the property is in/on or attached to the **insured vehicle**.
- c) The death of or injury to **you** whilst in or getting into or out of the **insured vehicle**.
- d) Any other uninsured losses.

Insured vehicle - Any vehicle owned by, hired or leased to **you** and covered by **your motor policy** along with any other vehicle attached and being towed by the insured vehicle.

Insurer(s) – Allianz Insurance PLC (Trading as Allianz Legal Protection)

Legal costs and expenses –

- a) Fees, costs and disbursements reasonably incurred by **us**, any **claims adjuster, solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent.
- b) The costs of any civil proceedings incurred by an opponent awarded against **you** by order of a court or which **we** have agreed to pay.

Where **solicitors'** costs are payable by **us**, these will be chargeable on the **standard basis** as defined by the Civil Procedure Rules, or in accordance with the Fixed Recoverable Costs scheme if appropriate and would be limited to £125.00 including VAT per hour solicitors time, and £12.50 including VAT for each letter sent out.

Explanatory note: The Fixed Recoverable Costs scheme applies to road traffic accidents which are settled by negotiation before court proceedings are issued for claims up to the value of £25,000. The rules set out how legal fees are calculated for these cases.

Limit of indemnity – the maximum sum payable by the **insurer**:

- a) Section 1 Personal Injury and Uninsured Loss Recovery: £100,000 for all **insured incidents** which are related in time or by cause. This includes **legal costs and expenses** of both **you** and any opponents where **you** are liable to pay them.
- b) Section 2 Motor Prosecution Defence: £100,000.

Motor policy - The motor insurance policy with which this insurance is issued.

Period of insurance - This is the length of time covered by this insurance, as shown on **your** schedule and any extra period which **we** accept **your premium** for.

Premium - The amount agreed by and payable to the **insurers**.

Prospects of success - Reasonable prospects are considered to be 51% or better chance of success.



Solicitor - The **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

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

We, us, our- Lawshield UK Limited on behalf of ALLIANZ INSURANCE plc (trading as ALLIANZ LEGAL PROTECTION) .

You, your - Any person domiciled in the United Kingdom who at the time of the **insured incident** has a current policy certificate issued by **us** or issuing intermediary and who has paid the appropriate **premium**, being the authorised driver of the main or towing vehicle and any other person who is entitled to drive the **insured vehicle** under **your motor policy**.

What is covered?

Section 1: Personal Injury & Uninsured Loss Recovery

We will pay the **legal costs and expenses** for legal proceedings started on **your** behalf during the **period of insurance** and in connection with the following:

- a) The costs of pursuing civil claims arising from an **insured incident** relating to the use of the **insured vehicle** which results directly in **your** death or personal injury and/or any other uninsured losses **you** or your passengers incur.

If **you** are not awarded any costs or compensation, **we** will pay all **legal costs and expenses** up to the limit under this section. If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out on **your** behalf in connection with the proceedings but if the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

Section 2: Motor Prosecution Defence

We will pay up to £100,000 in defending **your** legal rights, including an appeal against conviction or sentence, after an event which gives rise to a criminal prosecution against **you** for a motoring offence which arises in the **geographical limits** as a result of **you** owning or using the **insured vehicle** where:

- a) The date when the motoring offence occurred or is alleged to have occurred is within the **period of insurance**.
- b) **You** are facing suspension or disqualification of **your** driving licence, and
- c) There are **prospects of success** to secure a not guilty verdict.

What is not covered – Section 1 and Section 2

We will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a) Claims where there are no **prospects of success**. **We** will continue to assess whether **prospects of success** exist throughout **your** claim and if at any time **we** consider **your** claim no longer has **prospects of success** and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** may withdraw further cover for **legal costs and expenses**.
- b) Parking or obstruction offences.
- c) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute other than in relation to Uninsured Loss Recovery Claims.
- d) If **we** have not agreed to the **legal costs and expenses** in advance or before **we** have accepted the claim in writing.
- e) Claims arising from any deliberate or criminal act or omission by **you**.
- f) Claims which relate to fines and penalties awarded against **you** by a criminal court.
- g) Where **you** are alleged to be under the influence of alcohol or drugs.
- h) Any criminal proceedings brought against **you** which allege dishonesty or intentional violence.
- i) Incidents involving an **insured vehicle** owned or driven by **you**, where **you** were not in possession of a valid driving licence, or the **insured vehicle** was not covered by a valid test certificate where appropriate or was not in a road-worthy condition. For claims under What is Covered Section 2: Motor Prosecution Defence **your** driving licence must have no more than 9 points on it at the date when the motoring offence occurred or is alleged to have occurred.
- j) The use of motor vehicles by or on behalf of **you** for racing, rallies, competitions, or trials of any kind.



- k) If **we** are not told about the claim within 180 days of the event which caused it.
- l) Claims arising from an **insured incident** that occurs outside the **geographical limits** except enforcement of a judgement obtained from a court within the **geographical limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- m) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
- n) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- o) Any direct or indirect consequence of:
 - a. Irradiation, or contamination by nuclear material; or
 - b. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - c. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- p) Any consequence, howsoever caused, including but not limited to Computer Virus, of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- q) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- r) Any Value Added Tax that is payable on the costs incurred which you can recover from elsewhere.
- s) 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.

We will not pay for the following:

- a) Travelling expenses or compensation for being off work.
- b) **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.
- c) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- d) **Legal costs and expenses** where fixed recoverable costs have already been recovered by the **solicitor**.

Making a claim

To make a claim, **you** can contact **us** by:

Phone: 0330 055 3996.

Address: The Claims Department, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.

Fax: 0333 043 3798

Email: claims@lawshield-uk.com

You should not send **us** any documents until **we** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

We will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.



Conditions

- 1) **You** must:
 - a) Tell **us** in writing as soon as possible when a claim or possible claim happens.
 - b) Give **us** any information and evidence **we** need (**you** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
 - c) Tell **us** about any other legal expense insurance you have which may cover the same loss.
 - d) Co-operate fully with **us**, the **claims adjuster** or the **solicitor**.
 - e) Have a valid **motor policy** for the **insured vehicle** in force at the time of any **insured incident**.

- 2) Choice of **solicitor**
 - a) Before legal proceedings are issued, **we** will appoint a **solicitor** from **our** panel to act on **your** behalf to prosecute, defend or settle any claim **we** accept under the terms of this policy.
 - b) If legal proceedings need to be issued, **you** do not have to accept the **solicitor** **we** have chosen. **You** must send **us** in writing the full name and address of a **solicitor** who **you** want to act for **you**.
 - c) In choosing **your solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
 - d) If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. If there is a dispute about the choice of **solicitor**, **we** will appoint a **solicitor** to act on **your** behalf to protect **your** interests whilst arbitration takes place.
 - e) If **we** are insuring two or more people for one claim, **you** may choose **solicitors**. **You** must send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
 - f) Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

- 3) Representation
 - a) **We** can take over, and carry out in **your** name, action to take or defend any claims and **we** will have complete control over how legal proceedings are carried out.
 - b) **Legal costs and expenses** payable are to be in no way affected by any agreement, undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
 - c) **We** shall have direct access to the **solicitor** at all times and **you** must keep **us** fully informed of all material developments during **your** claim. If **we** ask **you** must instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and **you** must give the **solicitor** any other instructions relating to the conduct of **your** claim as **we** may require.
 - d) **Our** written consent must be obtained prior to:
 - i. The instruction of Counsel to appear before a Court (or tribunal) before which a **solicitor** has a right of audience.
 - ii. The instruction of King's Counsel.
 - iii. The incurring of unusual experts' fees or unusual disbursements;
 - iv. The making of an Appeal.
 - e) If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **we** will not pay any further **legal costs and expenses** unless **we** agree to the appointment of an alternative **solicitor** in accordance with the terms and conditions of this policy. **We** will not pay any additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
 - f) If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim. This includes any **legal costs and expenses** that **we** consider **you** are obliged to pay solely because **you** withdrew from the claim.
 - g) This insurance does not cover an Appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an Appeal expires and **we** consider that there are **prospects of success** of such an Appeal succeeding.



- 4) Part 36 Offers
- a) **You** or the **solicitor** must inform **us** immediately in writing of any Part 36 offer under the Civil Procedure Rules made with a view to settling the claim. No agreement is to be made to settle the claim on the basis of both sides paying their own costs without **our** prior approval.
 - b) If **you** or the **solicitor** fail to tell us of any Part 36 offer, then **you** will be responsible to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct this amount from any payment **we** make under this section.
 - c) If **you** do not accept a Part 36 offer and **you** do not subsequently achieve a higher award of compensation, then **we** will not pay any further **legal costs and expenses** or opponent's costs unless **we** were notified of the Part 36 offer and agreed to continue the proceedings.
 - d) **We** will not unreasonably withhold **our** agreement to continue proceedings however **we** will have the right to ask **you** to instruct the **solicitor** to obtain counsel's opinion on the merits of the claim, defence, any Part 36 offer made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings before **we** agree to continue with **your** claim.
- 5) Costs and Recovery
- a) At **our** request, **you** must instruct the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
 - b) **You** must take all reasonable steps to recover **legal costs and expenses** payable under this policy from **your** opponent and pay any recovered **legal costs and expenses** to **us**.
 - c) **We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.
- 6) Arbitration
- a) If there is a dispute between **you** and **us** over the presentation, acceptance, rejection, control or discontinuance of any claims or representation at proceedings then at **your** written request the dispute will be referred to an arbitrator, who shall be a **solicitor** or Counsel that **you** and **we** agree on. If there is no agreement on the choice of arbitrator one will be appointed by the President of the relevant Law Society of England or Wales or the President of the Law Society of Scotland, as appropriate. Both parties shall present such information relevant to their dispute as required by the arbitrator whose decision will be final and binding. All costs of resolving the dispute shall be met in full by the party against whom the decision is made, or as decided by the arbitrator.
 - b) If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.
- 7) Choice of law
- Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which **your** main residence is situated.
- 8) Cancellation
- If **you** decide that for any reason, this policy does not meet **your** insurance needs then please contact **your** administrator/agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later and **your** administrator/agent will then refund **your** premium in full.
- No refund will be payable if any claims have been made or are pending.
- We** shall not be bound to accept renewal of any insurance and may at any time cancel this insurance by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:
- a) Where **we** reasonably suspect fraud
 - b) Non-payment of **premium**
 - c) Threatening and abusive behaviour
 - d) Non-compliance with policy terms and conditions
 - e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **your** administrator/agent asked.
- If **we** cancel the policy and/or any additional covers **you** will receive a refund of any **premiums** **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover.



Where **our** investigations provide evidence of fraud or the deliberate failure to provide complete and accurate information, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **your** administrator/agent with incomplete or inaccurate information. This may result in **your** policy being cancelled from the date **you** originally took it out and **we** will be entitled to keep the **premium**.

9) Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

10) Fraud and disclosure of information

a) **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- i) fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- ii) fails to reveal or hides a fact likely to influence the cover **we** provide.
- iii) makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- iv) sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- v) makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- vi) makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
- vii) if **your** claim is in any way dishonest or exaggerated

we will not pay any benefit under this policy or return any **premium** to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

b) When **you** apply for, make changes or renew **your** policy **you** must take reasonable care to:

- i) supply accurate and complete answers to all the questions **you** are asked.
- ii) to make sure that all information **you** supply is true and correct.
- iii) tell **your** administrator/agent as soon as possible if any of the information **you** have provided is inaccurate or has changed.

If any information **you** provide is not accurate and complete, this may mean **your** policy is invalid and that it does not operate in the event of a claim, or **we** may not pay any claim in full.

If **your** policy is cancelled because of fraud or failure to disclose information, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

Complaints procedure

It is our intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should in the first instance contact **our** Managing Director. The contact details are:

The Managing Director, Lawshield UK Limited, 1210 Centre Park Square, Lakeside Drive, Centre Park, Warrington, WA1 1RU.

Tel: 0800 731 3942

Fax: 01925 428357

Email: customerrelations@Lawshield-uk.com

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity with a turnover of less than £6.5 million (or its equivalent in any other currency) and which either:

- a) employs fewer than 50 persons, or
- b) has a balance sheet total of less than £5 million (or its equivalent in any other currency).

You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR.

Tel: 0300 123 9123

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

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Citizens Advice Bureau.



Financial Services Compensation Scheme (FSCS)

Allianz Group UK is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk. **You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **you** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY.

Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd referred to as "**we/us/our**" in this notice. **We** understand that **your** privacy is extremely important to **us**. As a result, **we** have put in place many measures to ensure that any personal data **we** obtain from **you** is processed and maintained in accordance with the General Data Protection Regulation 2016 (GDPR). This statement provides **you** with details of the type of information **we** may hold about **you**, how **we** obtain and use the information and how **we** protect **your** privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

Our data controller registration number issued by the Information Commissioner's Officer is Z5685935.

This privacy notice is relevant to anyone who uses **our** services, including policyholders, prospective policyholders, and any other individuals insured under a policy. **We** refer to these individuals as "**you/your**" in this notice.

We are dedicated to being transparent about what **we** do with the information that **we** collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

Why do **we** process **your** data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet **our** contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

What information do **we** collect about **you**?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

We have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

This notice explains the most important aspects of how **we** use **your** data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website www.lawshield.co.uk or request a copy by emailing **us** at dataprotection@lawshield.co.uk.

Alternatively, **you** can write to **us** at:

Compliance Department
Lawshield UK Limited
1210 Centre Park Square
Lakeside Drive
Centre Park
Warrington
WA1 1RU

Allianz UK Group 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