

Allianz 

Instructorcover *Plus*

*motor insurance
for Approved
Driving Instructors*



Policy



driving school insurance

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Thank you for choosing InstructorcoverPlus

Your InstructorcoverPlus policy is made up of several parts which must be read together as they form **your** contract.

You have given **us** information so that **we** can arrange your insurance cover. This information is shown in the **Statement of Facts**.

Please take time to read all parts of the policy to make sure they meet **your** needs and that **you** understand the cover provided, general exclusions and general conditions.

If **you** wish to change anything or if there is anything **you** do not understand, or any statement is incorrect, please contact InstructorcoverPlus.

The parts of the policy are:

- this Introduction; the General Definitions; the Cover Provided; the General Exclusions and General Conditions, all of which apply to all Sections of the policy
- the Sections of cover selected by **you**.
- the **schedule**, which includes all **endorsements** applied to the policy while the policy is in force.
- the **Certificate of Motor Insurance**
- the **Statement of Facts** (only applicable where a proposal form was not required).

Any word or expression in the policy which has a specific meaning has the same meaning wherever it appears in the policy.

Allianz will insure you in accordance with and subject to the terms of this policy, in consideration of the payment to **Allianz** of the premium for the **period of insurance**.

Signed on behalf of **Allianz**



Jonathan Dye

Chief Executive

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.

General Definitions

The Meaning of words

The terms below have their meaning shown next to them and appear in bold throughout **your** policy.

Certificate of Motor Insurance – The document issued by **us** showing that this policy provides the cover **you** need by **law** to comply with the relevant United Kingdom and European Traffic laws. It shows who is entitled to drive **your car** and the purposes for which **your car** can be used.

Comprehensive cover – All parts of this policy will apply as **you** have chosen **comprehensive cover**. There may be **endorsements** written into your current **schedule** which may limit or extend this cover.

Endorsement – Changes to the terms of **your** policy which will be shown in **your schedule**.

Excess/Excesses – The amount **you** will have to pay if **you** make a claim regardless of who was to blame. The **excess** amounts are shown in this policy but other additional **excesses** may be shown in **your schedule**.

Spouse/Civil Partner – The person **you** are legally married to or have entered into a legal Civil Partnership with.

Market Value – The cost of replacing **your car** at the time of the 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**.

Schedule – A document which includes **your** details and specifies the cover provided by **your** policy and any **endorsements** applying to **your** policy.

Approved Driving Instructor – **You** must be an Approved Driving Instructor or Potential Driving Instructor (Part 2 Qualified or above only)

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**.

Territorial limits – Great Britain, Northern Ireland, The Channel Islands, The 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 and the Vatican City. It also includes travelling between these countries by air, rail or sea, including loading and unloading.

We, us, our, Allianz – Allianz Insurance plc.

You, your, yourself – The Insured named on the **schedule**.

Your car – Any car and accessories on or attached to it as described in: paragraph 1 of **your** current **Certificate of Motor Insurance**; or **your** policy **schedule**.

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.

Claims Information

For accidents within the United Kingdom please refer to the Priority Claims Service Information leaflet provided with **your** policy.

International Claims Department

If **your car** is involved in an accident whilst being driven outside the United Kingdom, **you** will need to call 01483 218200 if calling from the United Kingdom or 0044 1483 218200 if calling from abroad.

The lines are open 24 hours a day 365 days a year.

Legal advice helpline

Your InstructorcoverPlus policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

The advice **you** get from Lawphone will always be according to the laws of Great Britain and Northern Ireland.

Lawphone: 0370 241 4140

When **you** call Lawphone please state that **you** are an Allianz policyholder and quote master policy reference number 28614. **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.

Changes to your circumstances

Please tell InstructorcoverPlus if there are any changes to **your** circumstances which could affect **your** insurance. There are some changes that **you** should tell **us** 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 13 of this policy.

If **your** circumstances change and **you** do not tell **us**, **you** may find that **you** are not covered if **you** need to make a claim.

Section 1 – Your Liability to Others

What is covered	What is not covered
<p>1a Cover we provide for you</p> <p>We will pay all the amounts you may become legally responsible for if you:</p> <ul style="list-style-type: none"> • cause the accidental death of or bodily injury to any person; or • cause accidental damage to anyone’s property. The indemnity is limited to £20,000,000 including all costs (or any higher limits 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; as a result of the use of your car and any trailer or caravan being towed by it or any other vehicle which your Certificate of Motor Insurance allows you to use. <p>1b Driving other cars</p> <p>If your current Certificate of Motor Insurance includes driving other cars, this policy provides the same cover as above when you are driving any other car provided:</p> <ul style="list-style-type: none"> • You do not own or have not hired the car under a hire purchase or lease hire agreement • The car must have valid cover in force under another insurance policy • You have the owner’s permission to drive the car • The car is being driven in Great Britain, Northern Ireland, the Isle of Man or the Channel Islands • You are 25 years of age or over • You are not a firm, company or more than one person and • The car is being used within the limitations of use shown in your current Certificate of Motor Insurance. <p>2 Cover we provide for other people</p> <p>We will cover the following people for legal liabilities to others:</p> <ul style="list-style-type: none"> • Anyone you allow to drive or use your car as long as they are entitled to drive by your current certificate of motor insurance and your schedule and are using your car within the limitations of use specified in your Certificate of Motor Insurance. • Anyone travelling in, getting into or out of your car. • The employer of anyone you allow to drive or use your car as long as they are entitled to drive and this use is covered by your current certificate of motor insurance. <p>3 Your legally appointed representatives</p> <p>After the death of anyone who is insured under this policy, we will protect that person’s estate against any liability they had if that liability is insured under this policy.</p> <p>4 Legal fees and expenses</p> <p>If there is an accident insured under this policy we will, subject to our written agreement, arrange and pay for:</p> <ul style="list-style-type: none"> • 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. <p>5 Emergency medical treatment</p> <p>If there is an accident insured by this policy, we will pay for emergency medical treatment which is required under any compulsory motor insurance legislation.</p>	<p>We will not cover;</p> <p>Liability for causing the death of, or bodily injury to, any employee in the course of their employment by anyone insured by this policy, unless cover is compulsory under motor insurance legislation within the territorial limits of this policy.</p> <p>Liability for loss of or damage to property which belongs to, or is held in trust by or is in the care of or custody or control of anyone insured by this policy.</p> <p>Loss or damage to Your car or any trailer or caravan being towed.</p> <p>Anyone who is covered under any other policy.</p> <p>Any contractual liability.</p> <p>Death or bodily injury to any person or damage to property directly or indirectly caused by pollution or contamination unless the pollution or contamination is directly caused by a sudden individual, unintentional and unexpected incident which entirely takes place at a specific time and location during the Period of Insurance. All pollution or contamination which results out of one incident shall be considered to have occurred at the time the incident took place. This exclusion to the policy shall not apply in circumstances where it is necessary to meet the requirements of any compulsory motor insurance legislation in force within the territorial limits of this policy.</p> <p>Liability for loss, damage, injury, death or any other cost or expense directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss or any action taken in controlling, preventing, suppressing or in any way relating to 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.</p> <p>Liability for claims for death, bodily injury, damage to property or aircraft arising from Your car being driven or used in or on that part of an aerodrome, airport, airfield or military base provided for the take off or landing of aircraft or for the movement of aircraft on the surface or aircraft parking aprons including the associated service roads, refuelling areas and ground equipment parking areas.</p>

Section 2 – Loss of or Damage to Your Car

What is covered	What is not covered										
<p>We will, at your request, pay for:</p> <ul style="list-style-type: none"> loss of or damage to your car up to the market value of your car; and the cost of protecting and removing your car to the nearest repairer and the cost of delivering your car back to you after it has been repaired, as long as your home is in the United Kingdom, Channel Islands or the Isle of Man. <p>Replacing your car</p> <p>We will, at your request, replace your car with a new one of the same make, model and specification if your car is:</p> <ul style="list-style-type: none"> stolen and not recovered within 28 days of you reporting the theft to us; or damaged to the extent that the cost of repair is more than 50% of the price of an identical new car at the time of loss or damage (based on the manufacturers last United Kingdom list price). <p>We will only do this if:</p> <ul style="list-style-type: none"> you have owned your car (or it has been hired to you under a hire-purchase agreement) since it was first registered as new; the loss or damage happens before your car is one year old; we have your permission or the hire-purchase company's permission to replace your car; your car is in current production and available in the United Kingdom; and you have comprehensive cover. <p>Electric vehicles - Leased Batteries</p> <p>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.</p> <p>Obsolete and Spare Parts</p> <p>If any part or accessory is not available the most we will pay for that part will be the cost shown in the manufacturers last United Kingdom price list, plus a fitting cost.</p> <p>Salvage</p> <p>If we are going to settle your claim by replacing your car or by paying you the market value, your car will become our property. If your car has a personalised registration you may retain this subject to DVLA (Driver and Vehicle Licensing Agency) rules and regulations.</p>	<p>We will not cover;</p> <p>Fire, theft and malicious damage excess You will have to pay the first £100 of any claim made for fire, theft, attempted theft or malicious damage.</p> <p>Windscreen Damage Excess If your claim is only for repair or replacement of your car's windscreen or windows or for bodywork scratched as a direct result of a damaged windscreen or window you will have to pay the first –</p> <ul style="list-style-type: none"> £75 for replacement using our approved repairer Autoglass £Nil for repair using our approved repairer Autoglass £100 for replacement or repair using any other repairer <p>We encourage the use of repair rather than replacement where possible.</p> <p>Accidental damage excess If your claim is not for fire, theft, malicious damage or windscreen, you will have to pay the excess shown in the category of driver table below. These excesses are additional to any other excess which may apply (please refer to your schedule).</p> <p>Drivers not receiving tuition from an approved driving instructor:</p> <table border="1"> <thead> <tr> <th>Age</th> <th></th> </tr> </thead> <tbody> <tr> <td>17 to 20</td> <td>£350</td> </tr> <tr> <td>21 to 24</td> <td>£250</td> </tr> <tr> <td>25 or over</td> <td>£150</td> </tr> </tbody> </table> <p>Drivers receiving tuition from an approved driving instructor:</p> <table border="1"> <tbody> <tr> <td>All</td> <td>£150</td> </tr> </tbody> </table> <p>Loss of or damage to your car following theft or attempted theft if it was unoccupied at the time of the loss or damage, unless your car was locked and the ignition key or other removable ignition device was not in or on your car.</p> <p>Loss of or damage to your car resulting from fraud or deception or by using any counterfeit form of payment which a bank or building society will not authorise.</p> <p>More than £750 for loss of or damage to audio, communication, navigational or in-car entertainment equipment unless it is standard equipment, or a manufacturer fitted optional extra, for your car when built. Such equipment must be permanently fitted to your car and operated exclusively by your car's electrical system.</p> <p>Such equipment must be permanently and securely fitted to your car and operated exclusively by your car's electrics.</p> <p>Wear and tear, depreciation, mechanical, electrical, electronic or computer failures, breakdowns or breakages.</p> <p>Damage to tyres caused by braking, punctures, cuts or bursts.</p> <p>Damage or destruction due to pressure waves caused by aircraft or other flying objects.</p> <p>Loss of market value following repairs to your car.</p> <p>Loss or damage arising from confiscation, requisition or destruction of your car by or under order of any Government, Public or Local Authority.</p> <p>Loss of use of your car or other indirect loss.</p> <p>Any damage caused deliberately by you or anyone else insured under this policy.</p> <p>The cost of reinstating or replacing data of any type that was held in or stored on any equipment in your car.</p> <p>Any loss or damage as a result of theft of or the unauthorised taking of your car by a family member or anyone who lives with you, unless you report them to the police for taking your car without your consent.</p>	Age		17 to 20	£350	21 to 24	£250	25 or over	£150	All	£150
Age											
17 to 20	£350										
21 to 24	£250										
25 or over	£150										
All	£150										

Section 3 – Medical Expenses

We will pay medical, surgical and dental fees up to £100 for each person being carried in **your car** if they are injured in an accident involving **your car**.

Section 4 – Personal Belongings

What is covered	What is not covered
<p>We will pay, at your request, up to:</p> <ul style="list-style-type: none">• £100 for personal belongings• £200 for children’s car seats and booster seats whilst in or on your car if they are lost or damaged by an accident, fire, theft or attempted theft.	<p>We will not pay for loss of or damage to:</p> money; securities (financial certificates such as shares and bonds); jewellery; mobile phones; or goods, samples or business equipment which you or any person insured by this policy carry in connection with any trade or business

Section 5 – If You or Your Spouse or Civil Partner are Involved in an Accident

What is covered	What is not covered
<p>If you or your spouse or civil partner are in an accident while travelling in your car or getting into or out of any motor car and this is the only cause of death or bodily injury to you or your spouse or civil partner, we will pay £5,000 per person if:</p> <ul style="list-style-type: none">• you or your spouse or civil partner die;• you or your spouse or civil partner suffer the total and permanent loss of sight in one or both eyes; or• you or your spouse or civil partner lose any limbs. <p>We will only pay for one benefit for death or injury to each person for any one injury in any one period of insurance.</p>	<p>We will not cover</p> Death or loss of sight or limb if this happens more than three months after the accident. Any loss under this section if you are a firm, company or more than one person. Any person aged 75 or over. Any loss due to: deliberately injuring yourself or your spouse or civil partner suicide or attempted suicide; any injury caused by a natural disease or weakness; any injury caused by being under the influence of drugs or alcohol to a level which would be a driving offence in the country where the accident happens.

Section 6 – Replacement Locks

We will cover the cost of changing locks on **your car** if the keys, transmitter or immobiliser key have been lost or stolen provided **you** report the loss to the Police within 24 hours of discovering it.

The maximum **we** will pay for any one claim is £500.

Section 7 – Foreign Travel

The policy provides the minimum cover **you** need by law to use **your car** in the following countries:

- Any member country of the European Union, Andorra, Iceland, Liechtenstein, Norway, Serbia and Switzerland.

Where the level of cover in any European Community Member State is less than that provided by the legal requirements of the United Kingdom, the level of cover that applies in the United Kingdom will apply in that Member State.

This policy provides the full cover shown in the schedule in any country in the **territorial limits** as long as:

- **your car** is otherwise permanently kept in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **your** main permanent address is in Great Britain, Northern Ireland, The Isle of Man or Channel Islands.
- **your** visits are only temporary and do not exceed 90 days in any one period of insurance.

For cover outside the **territorial limits** or an extended period **you** must tell InstructorcoverPlus or contact **Allianz**.

If **we** agree to extend cover **we** may charge an additional premium or apply terms or both.

We will pay any customs duty if **your car** is damaged and **we** cannot return it to Great Britain, Northern Ireland, The Isle of Man, Channel Islands after a claim covered by this policy.

Section 8 – No Claim Discount

Where there have been no **prejudicial claims** made under this policy during the **period of insurance**, we will give you a no claim discount (NCD) on your premium when you renew your policy as shown in the table below:

NCD Years at inception or last year's renewal	Discount
0	0%
1	30%
2	40%
3	50%
4	60%
5	65%
6	66%
7	67%
8	68%
9+	70%

Where there has been a **prejudicial claim** made under this policy, your no claims discount may be affected as shown in the table below.

If you have not chosen to protect your no claim discount, each claim in the **period of insurance** will reduce the discount two years.

NCD Years without no claims discount protection

NCD Years at inception or last year's Allianz renewal	NCD Years at next Allianz Renewal without no claims discount protection			
	Prejudicial Claims since the beginning of the period of insurance			
	None	1	2	3 or more
0	1	0	0	0
1	2	0	0	0
2	3	0	0	0
3	4	1	0	0
4	5	2	0	0
5	6	3	1	0
6	7	3	1	0
7	8	3	1	0
8	9	3	1	0
9+	9	3	1	0

If you have chosen to protect your no claim discount and paid an extra premium for this, we will not reduce your discount when you renew your policy if you have made only one claim. If you make more than one claim in the **period of insurance** your NCD will be reduced by two years for each additional claim made.

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 9 – Uninsured Drivers, please see page 9 for further details.

NCD Years with no claims discount protection

NCD Years at inception or last year's Allianz renewal	NCD Years at next Allianz Renewal with no claims discount protection				
	Prejudicial Claims since the beginning of the period of insurance				
	None	1	2	3	4 or more
0	1	N/A	N/A	N/A	N/A
1	2	N/A	N/A	N/A	N/A
2	3	N/A	N/A	N/A	N/A
3	4	N/A	N/A	N/A	N/A
4	5	4	2	0	0
5	6	5	3	1	0
6	7	6	3	1	0
7	8	7	3	1	0
8	9	8	3	1	0
9+	9	9	3	1	0

You will not be able to protect your NCD if you have earned less than 4 years NCD at the beginning of the **period of insurance**.

Section 9 – Uninsured drivers

If **you** make a claim following an accident and the driver of the other vehicle is not insured **you** will not lose **your** no claim 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 claim discount. If subsequently **we** are satisfied that the accident was not **your** fault **we** will repay **your excess**, reinstate **your** no claim discount and refund any premium which may be due to **you**.

General Exclusions applying to all Parts of this Policy

This policy does not cover the following.

- 1** We will not cover loss or damage or legal liability directly or indirectly caused by:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear machinery or any part of it.
- 2** 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** We will not cover any claim or damage arising while your car is being:
 - driven by anyone who is not mentioned in the "Person or classes of persons entitled to drive" section noted in the current Certificate of Motor Insurance; or
 - used for a purpose which is not permitted by the Certificate of Motor Insurance.

However, this exclusion does not apply to:

- claims under Section 2 (Loss of or damage to your car);
- and
- 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 servicing or repair.

- 4** 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.
- 5** Loss, damage or liability arising out of or as a result of any agreement or contract you have entered into.
- 6** We will not pay more than our legal liability under compulsory motor insurance legislation for any claim, if the driver of your car, at the time of the accident:
 - is found to be over the permitted limit for alcohol
 - is unfit to drive through drink or drugs, whether prescribed or otherwise
 - fails to provide a sample of breath, blood or urine when required to do so, without lawful reason

If we are obliged to make a payment in such circumstances we reserve the right to seek to recover any such amounts from you or the driver of your car.

General Conditions Applying to this Policy

1 You shall pay the premium or any premium instalment on demand. If you pay your premium by the Allianz Premium Instalment Plan, in the event that you fail to pay one or more instalments whether in full or in part, we will cancel the policy in line with General Condition 7 of this policy.

2 You must tell us at your first opportunity about any claim or incident that may lead to a claim and give us any information relevant to the claim that we may ask for.

3 How we deal with claims

If your car is lost, stolen or damaged, we may decide to either:

- pay for any repairs to your car; if we pay for any repairs to your car, we may decide to use alternative replacement parts that are not supplied by the original manufacturer.
- replace your car; or
- pay you an amount up to the value of any loss of or damage to your car but not exceeding the market value.

If your car is on lease hire or purchase, we may be required to pay the legal owner for the damage to your car. In that event our payment will be in full and final settlement of our liability under Section 2 (Loss or damage to your car).

You must not pay or offer or agree to pay any money or admit responsibility 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 recover any payment we have made under this policy.

You must co-operate with us at all times.

4 Keeping to the terms of the policy

We will only give you the cover described in the policy if:

- any person claiming has met all the conditions as far as they apply; and
- the declaration and information given in the application or statement of fact on which this policy is based is complete and correct as far as you know.

5 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, then we are entitled to recover such payments from you.

6 Reflection period (applicable to new policies and renewals)

You may cancel this policy within 14 days of the date you receive it. If you wish to do this please contact InstructorcoverPlus. 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 plus £15 plus Insurance Premium Tax to cover our operational costs which is subject to a minimum amount payable of £25 plus Insurance Premium Tax, except where an incident has occurred which has or may give rise to a prejudicial claim, in which case the full annual premium will be payable to us.

7 Cancelling your policy (outside the Reflection Period)

We may cancel this policy by giving you seven days notice in writing to your last known address. If this happens we will refund the part of the premium that you have not yet used.

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. Please see General Condition 10 – Fraud;
- changes to your policy details or circumstances that we do not cover under our policy; or
- use of threatening or abusive behaviour or language, or intimidation or harassment of our staff or suppliers.

General Conditions Applying to this Policy *(Cont.)*

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 except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to **us**.

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 £25 plus Insurance Premium Tax except where an incident has occurred that may give rise to a **prejudicial claim**. If such an incident has occurred the full annual premium will be due to **us**.

8 Arbitration

If **we** accept your claim but **you** do not agree with the amount **we** will pay you, **we** will refer the matter to an arbitrator chosen by **you** and **us**. **You** cannot take any action against **us** until **you** and **we** have received the arbitrator's final decision.

9 Taking care of your car

You must do all **you** reasonably can to protect **your car** from damage or theft and keep it in a good and roadworthy condition. Where required by law, **your car** must have a current Department Of Transport test certificate (MOT). If **we** ask, **you** must allow **us**, or **our** representative, to inspect **your car** at any reasonable time.

10 Fraud

If **the insured** or anyone acting on behalf of **the insured** makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this policy shall be void and **the insured** will forfeit all rights under the policy. In such circumstances, **we** retain the right to keep the premium and to recover any sums paid by way of benefit under the policy.

11 Choice of law

Unless **we** agree otherwise:

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

12 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 InstructorcoverPlus.

13 Changing your details

You must tell **us** about any changes that may affect **your** policy cover. If **we** are not informed of any changes or corrections this may affect **your** ability to claim under **your** policy.

Changes **you** must tell **us** 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 **us** 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;

General Conditions Applying to this Policy *(Cont.)*

- 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 **us** of a change of details **we** will reassess the premium and terms of **your** policy.

You will be informed of any revised premium (which will include a charge of £10 to cover operational costs) or terms and asked to agree before any change is made.

To reduce costs **we** will not refund or charge amounts less than £25.

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 7.

14 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 but this does not affect any right or remedy which exists or is available apart from that Act.

15 You must be an Approved Driving Instructor or Potential Driving Instructor (Part 2 Qualified or above only).

16 Your car must be fitted with dual controls.

17 Paying by instalments

If **you** pay your premium by the **Allianz** Premium Instalment Plan, when **your** policy is due for renewal it will be renewed automatically which saves **you** the worry of remembering to contact **us** prior to the renewal date.

We will write to **you** 14 days before **your** policy expires with full details of next year's premium and policy terms. **We** will also issue **you** with a new **certificate of motor insurance**.

If **you** do not want to renew this policy, contact InstructorcoverPlus, prior to the renewal date so that **we** do not take payment, with clear instructions that **you** do not wish to renew.

If **your** request to cancel **your** policy is received within 14 days of the renewal date, **your** policy will be cancelled in line with the provisions of General Condition 6, if **your** request is received after this 14 day period **your** policy will be cancelled in line with the provisions of General Condition 7.

If **we** decide not to renew **your** policy **we** will notify **you** in writing 14 days prior to the renewal date.

18 Proof of No Claims

If **you** have declared to **us** that **you** are entitled to a No Claim Discount in respect of the car covered under this policy **we** will require proof of this No Claim Discount in writing, unless **we** otherwise agree. If **you** do not provide this proof **your** policy may be invalid or **we** may change the terms or premium. **Your** period of no claims must have been earned on a private car policy in the United Kingdom which expired no more than two years before the start of this policy.

19 Tax and registration

Your car must be taxed where applicable and registered in Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

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 **our** Customer Satisfaction Manager at:

Allianz Insurance plc
2530 The Quadrant
Aztec West
Bristol
BS32 4AW

Tel: 0330 102 1781

Fax: 01483 529717

Email: allianzretailcomplaints@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: www.financial-ombudsman.org.uk

Telephone: 0800 0234567 or 0300 1239123

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

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit ec.europa.eu/odr to access the Online Dispute Resolution Service. Please quote our e-mail address: allianzretailcomplaints@allianz.co.uk

Alternatively, you can contact the Financial Ombudsman Service directly.

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

Protecting Your Car and Belongings

Remove the ignition key or other removable ignition device when you get out of the car, even when parking in your own drive or at a petrol station. Your policy may not cover you if your car is unoccupied with the keys inside it or on it.

Never leave a door unlocked or a window or sunroof open, even when just going into a shop for a moment or two. If you use the key fob check the car has actually locked before you leave it. Your policy may not cover you if you do not protect your car against damage or theft.

Don't leave any belongings in your car. A thief won't know that a bag or coat doesn't contain something valuable and might break a window to get at it. If you can't take them with you, lock them out of sight. If you have a removable sat nav remove the cradle as well as the device plus any suction marks that could show that it is in your car.

Don't leave money, credit cards or cheque books in the glove compartment.

Never leave your car documents in the car; they could help a thief to sell it.

If you can, leave the car in a locked garage and lock your car and the garage. If you do not have a garage, try to park in a well-lit, open space.

At home, ensure your car keys are kept in a safe place, out of sight and away from windows and doors.

When parking in a public car park, look for one that is well supervised, with restricted entry and exit points, good lighting and security cameras. Wherever possible use Park Mark ® car parks – details of approved Park Mark ® car parks can be found on www.parkmark.co.uk

Etch the car's registration number on all glass surfaces – windows, sunroofs etc. Thieves don't want the expense of replacement.

If your car is not fitted with an alarm or immobiliser, consider fitting one which is Thatcham approved. Also think about fitting a tracking device especially if you have a high-performance or an expensive car.

Remember!

Your policy may not cover loss of your car, accessories or spare parts if your ignition key or other removable ignition device is in, or on, an unoccupied car.





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E-mail: insurance@instructorcoverplus.com

Registered in England No. 02102120



www.allianz.co.uk

Allianz Insurance plc. Registered in England number 84638.

Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Allianz Insurance plc is on the Financial Services Register, registration number 121849.

Agents Stamp