

# Important updates to your Pro-Motor Uninsured Loss Recovery Policy Wording

Legal Protection

## Introduction

We have introduced a number of changes to our Pro-Motor Uninsured Loss Recovery policy since you last took out or renewed your policy.

These changes will take effect from your renewal date. It is important that you read this notice and then keep it with your policy documents. If you require further information or a copy of the up to date policy documents then please contact your broker or intermediary.

### How to make a claim

#### **We have moved this towards the front of the policy wording and have clarified the process that you must follow:**

If **you** need to make a claim under this policy, call **CCL** on **0344 412 4859**. Alternatively **you** can contact the broker or intermediary who deals with **your** motor insurance, who will pass the claim details onto **CCL**. If **you** have a problem contacting **CCL** or **your** broker or intermediary, call **us** on **0370 243 4340**.

Please quote GLOCBM1 and confirm that **you** are a Pro-Motor Uninsured Loss Recovery customer and provide **CCL** or **us** with a brief summary of the problem.

If **your** claim is covered and **CCL** cannot deal with it under section 1 of this policy, **we** will appoint a **legal representative** that **we** have agreed to in **your** name and on **your** behalf.

**You** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

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

Please see Condition 6 Freedom to choose the legal representative on page 10 of this policy for an explanation of when **you** can choose the **legal representative**.

### **We have added an explanation of the importance of reasonable prospects of success in relation to your claim:**

#### **Important information about reasonable prospects of success**

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

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** 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 on page 9 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.

### **Definitions**

**We now describe these as 'The meaning of words' and have added the following words that have the same meanings throughout your policy:**

#### **Civil case**

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

#### **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.

## 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' on page 3 of this policy.

**We have amended the following meanings of words to bring additional clarity:**

### Costs

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

- The professional fees and expenses reasonably and properly charged by:
  - i **CCL**; or
  - ii the **legal representative** on the **standard basis**, up to the standard rates set by the courts, 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 3 f on page 10 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**.

### Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under the terms 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.

## Territorial limit

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

### You, your

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

**We have clarified the cover that is provided by section 1**

### Section 1 – Accident loss recovery

#### What is covered by section 1

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

- **we** and **CCL** agree is not **your** fault; and
- was caused by **your** opponent; and
- causes:
  - i damage to the **insured vehicle**; or
  - ii damage to property **you** own or are legally responsible for and which is on or in the **insured vehicle**.

**We** will provide this cover as long as:

- the accident happened within the **territorial limit** and during the **period of insurance**; and
- **reasonable prospects of success** exist.

**CCL** will not take action against **your** opponent if:

- **you** are also claiming **damages** for **your** death or bodily injury arising out of the same accident; or
- **we** and **CCL** agree that legal proceedings need to be issued in a court in order to recover **your** losses; or
- a conflict of interest arises which means that **CCL** cannot act for **you**; or
- at any other time **we** agree to appoint another person, organisation or **legal representative** to represent **you**.

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

## We have clarified the cover that is provided by section 2

### Section 2 – Legal Expenses

#### What is covered by section 2

We will pay the **costs** of **you** taking legal action against **your** opponent for **damages** arising from an accident involving **your insured vehicle** that:

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

The cover provided by this section 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 claim cannot be dealt with by **CCL** under section 1 of this policy; and
- the accident happened within the **territorial limit** and during the **period of insurance**; and
- the legal action will be decided by a court within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

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

#### We have changed the title 'What is not covered by any section' to 'General exclusions' and have made the following changes:

'What is not covered by any section' numbers 5 and 6 have been combined and we have added further exclusions relating to costs in order to bring clarity:

- 5 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.

#### We have added the following exclusion:

- 6 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
  - legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
  - **damages you** receive from **your** opponent.

These types of contracts are normally referred to as either conditional fee agreements or damages-based agreements.

#### We have amended the previous 'What is not covered by any section' number 9 to read:

- 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.

#### We have amended the previous 'What is not covered by any section' number 12 to read:

- 10 Any claim arising from the **insured vehicle** being used for racing, rallying, speed testing, speed trials, off-road events or driven on a motor sports circuit.

#### We have removed the previous 'What is not covered by any section' numbers:

- 11 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret, or deal with any date change.
- 13 Any **costs** covered by any other insurance policy.
- 15 Any claim that happens because **you** have deliberately, consciously, intentionally or carelessly failed to take all reasonable steps to avoid, prevent and limit that claim.

#### We have changed the title 'Conditions that apply to all sections' to 'General conditions' and have made the following changes.

##### General conditions

The following Conditions apply to all sections of **your** policy. **You** must keep to them in order to have the full protection of **your** policy. If **you** do not, and the Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse the claim or withdraw from any current claim. If **you** do not keep to Condition 1c, 1d and 1e below **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

**We have changed the previous Condition 1 of 'Conditions that apply to all sections' to read:**

**1 You must:**

- a make **your** claim within six months of the date of the accident involving **your insured vehicle**.
- 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.

**We have changed the previous Condition 2 of 'Conditions that apply to all sections' to read:**

**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** as at the first opportunity once he or she becomes aware of any information or development relating to **your** legal action which will more likely than not mean that:
  - **reasonable prospects of success** no longer exist; or
  - the losses or **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**.
- c tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action.

- d report the result of **your** legal action to **us** at the first opportunity after it is finished.
- e take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

**We have changed the previous Condition 3 of 'Conditions that apply to all sections' to read:**

**3 We will have the right to do the following.**

- a Appoint the **legal representative** in **your** name and on **your** behalf.
- b Take over and conduct, in **your** name, any claim or proceedings:
  - before a **legal representative** has been appointed; or
  - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c Contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.
- d Appoint a barrister or other legally qualified 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 this policy at the end of **your** legal action.

**We have added a new General condition:**

**5 Other insurances and cover**

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

**We have amended the previous Condition 5 of 'Conditions that apply to all sections' to read:**

#### **6 Freedom to choose the legal representative**

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

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

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

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

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in Condition 7 Disputes 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.

**We have clarified how a dispute between you and us will be settled under the previous Condition 6 of 'Conditions that apply to all sections':**

#### **7 Disputes**

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

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

**We have amended the previous Condition 7 of 'Conditions that apply to all sections' to clarify the circumstances in which we will cancel the policy:**

#### **8 Cancellation rights**

**You** may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel the policy by giving **us** 30 days notice. If **you** cancel the policy during this time, **you** will not be entitled to a refund of the money **you** have paid.

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

- a **you** do not pay the premium when **we** ask **you** to; or
- b the person or organization that has taken out this policy knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General condition 12 Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

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

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

**Our** address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom  
Phone: 0370 243 4340.

**We have added a new General condition to clarify the circumstances in which we may need to make changes to your policy during the period of insurance:**

**10 Changes during the period of insurance**

If **we** need to make changes to **your** policy, **we** will normally only do this at **your** next renewal date. **We** will not change **your** policy during the **period of insurance** unless:

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

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

**We have amended the previous Condition 10 of 'Conditions that apply to all sections' to clarify the action we will take if you make a fraudulent claim:**

**12 Fraud**

If **you** or anyone acting on **your** behalf knowingly makes a claim which is in any way false or fraudulent or supports a claim with any false or fraudulent statement or document, including exaggerating the circumstances of **your** claim, **you** will lose all rights under the policy and all cover will cease. In such circumstances, **we** will recover any sums from **you** that **we** may have already paid, or agreed to pay, under this policy. If the false, fraudulent or exaggerated claim is made or supported by the person or organisation that has taken out this policy, **we** will also cancel the policy and keep the premium paid.



