



Legal Expenses Insurance Property Owners policy wording



Contents

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

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

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

Introduction	1
How to Make a Claim	2
Legal Helpline	2
Complaints Procedure	3
The meaning of words	4
Limit of Indemnity	9

Cover	9
Refer to the Schedule, which confirms the Sections of cover that are insured and includes any additional clauses applied to the Policy.	

Insured Events	10
General Exclusions	15
General Conditions	18
Conditions for the claims process	20
Communications	25
Additional Benefits	25
Additional Services	27

Privacy Notice Summary	29
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IMPORTANT
Should you need further details or have any questions, we or your insurance adviser will be delighted to help.

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

Introduction

Thank you for choosing Allianz.

The Policy will cover you for 12 months and is annually renewable. Start and end dates of the Policy are detailed in the Policy Schedule. The Policy is underwritten by Allianz Insurance plc.

This policy wording, the Policy Schedule, any other schedule issued by us during the period of insurance and any endorsement we apply to this Policy must be read together as they form the contract of insurance between us and the policyholder who has taken out the Policy.

Please take time to read this Policy to make sure it meets your needs and you understand the cover provided and the General exclusions and General conditions that apply. If there is anything you do not understand, please contact your insurance adviser.

If we explain what a word means, that word has the same meaning wherever it appears in your Policy documentation. These words are explained within 'The meaning of words' on page 4 and are denoted by a capital letter throughout this Policy.

We will cover you in accordance with the defined meanings of words, Cover, General exclusions, and General conditions of this Policy.

The premium paid by the policyholder for this Policy includes insurance premium tax.

Signed on behalf of Allianz Insurance plc.



Nadia Côté
Commercial Managing Director UK

Financial Services Compensation Scheme

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

How to Make a Claim

If the Insured needs to make a claim, call the legal helpline on the number shown on page 2 of this Policy, quoting the master policy number shown on the Policy Schedule. The Insured will be asked for a brief summary of the problem and these details will be passed on to an advisor who will call the Insured back.

If the Insured's claim is covered the Insurer will appoint the Legal Representative the Insurer has agreed to in the Insured's name and on the Insured's behalf. The Insured must not appoint a solicitor or any other person or organisation to deal with the Insured's claim.

If the Insured has already seen a solicitor before the Insurer has accepted the Insured's claim in writing, the Insurer will not pay any fees or other expenses that the Insured has incurred. The Insurer will only start to cover the costs from the time the Insurer has accepted the claim and appointed the Legal Representative.

Please see Claims Process Conditions, part 9a Freedom to choose the Legal Representative on page 22 of this policy for an explanation of when the Insured can choose the Legal Representative.

Legal Helpline

This Policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any Business related legal matter. The advice you receive from the legal helpline will always be according to the laws of Great Britain and Northern Ireland.

The Insurer may record the calls for your and our mutual protection and our training purposes.

Legal helpline: 0370 241 4140

(Lines open 24 hours, 7 days a week)

When you call the legal helpline quote **the master policy number shown on your Policy Schedule**. You will then be asked for a brief summary of the problem and these details will be passed on to an advisor.

Complaints Procedure

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

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

If you have a complaint, please contact our Allianz Complaints Team at:

Allianz Complaints Team
Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

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

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

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

The Financial Ombudsman Service
Exchange Tower, London E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 0234567** or **0300 1239123**
Email: complaint.info@financial-ombudsman.org.uk

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

The meaning of words

The following definitions apply to this Policy and are denoted by a capital letter throughout this Policy.

Definitions

Acts of Parliament

All Acts of Parliament referred to in this Policy will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations of Codes of Practice, enforceable within the Geographical Limits.

Agent

The letting or managing agent appointed by, and acting on behalf of the Insured in respect of the Property.

Any One Claim

All claims or series of claims including any appeal against a judgment or decision arising out of the same original cause, event or circumstance.

Awards of Compensation

Basic Awards and Compensatory Awards in respect of a unfair dismissal claim made against the Insured by an employment tribunal, employment appeal tribunal or superior court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous consent has been given, other than:

- a** any awards of compensation against the Insured for a redundancy payment or monies due under a contract of employment, or
- b** any award arising from a failure by the Insured to provide written reasons for dismissal, or
- c** any award or pay specified in a reinstatement or re-engagement order, or
- d** any financial benefit or compensation payable under any share option scheme or pension scheme.

Basic Awards

Basic Awards are determined in accordance with Section 119 of the Employment Rights Act 1996. Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Compensatory Awards

The amounts awarded in accordance with Section 123 of the Employment Rights Act 1996 at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court to compensate for loss of earnings and benefits. Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Business

The Business Description stated in the Schedule.

Civil Proceedings

Civil court or civil tribunal proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

Commercial Tenancy Agreement

An agreement under which the Insured:

- a** lets the Premises to a Commercial Tenant; or
- b** occupies the Premises as a Commercial Tenant

In connection with the Business and in return for the payment of rent.

Commercial Tenant

The lawful tenant who occupies the Premises for non-residential purposes.

Contract

An actual or alleged contract, whether verbal or in writing to which the Insured is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service.

A Contract does not include:

- Any actual or alleged contract with an Employee, sub-contractor or self-employed person for the purposes of employment activities; or
- Any franchise or distribution agreement.

The meaning of words (continued)

Date of Occurrence

Any one claim is deemed to arise when the following occurs:

- For civil cases, excluding employment or taxation disputes, the date the Insured Person is first aware, or should have been aware of a dispute with a third party.
 - For employment disputes, the date when the Insured first receives a Claim Form (ET1) from an employment tribunal.
 - For Employment Service Occupancy, the date the Insured Person is first aware, or should reasonably have been aware, that a previous Employee has failed, or will fail, to vacate the Premises at the termination date of that Employee's contract of employment, resulting in provable financial loss to the Insured.
 - For Employee's Civil Defence, the date the Insured Person is first aware, or should reasonably have been aware, of an event arising from their work as an Employee that could lead to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by Acts of Parliament.
 - For Pension Trustee Defence, the date the Insured Person is first aware, or should reasonably have been aware, of the intention of an Employee to hold the Insured Person responsible for any actual or alleged failure to fulfil their obligations as a trustee of a pension fund set up for the benefit of the Insured's Employees.
 - For taxation disputes or investigations affecting the Insured's Business, the date when HMRC, or another relevant authority, first notifies the Insured or their accountant, of the intention to carry out an HMRC Investigation.
 - For criminal cases, once the Insured Person receives a summons informing them criminal proceedings are being taken against them, provided that the alleged offence arose during the Period of Insurance.
- For all cases involving possible changes to a statutory licence, the date when the Insured Person receives the decision of the relevant authority informing them of their intention to suspend, revoke or alter the terms of the business licence.
 - For jury service claims, the date when the Insured Person first attends jury service.
 - For residential lettings, the date the Insured or Agent either:
 - a first sends written notice to the Residential Tenant that it is the intention of the Insured to hold the Residential Tenant responsible for actual physical damage to the Property which resulted in provable financial loss to the Insured; or
 - b does not receive Rent from the Residential Tenant in accordance with the Residential Letting Tenancy Agreement; or
 - c first sends written notice to the Residential Tenant that it is the intention of the Insured to hold the Residential Tenant responsible for any other actual or alleged breach of the Residential Letting Tenancy Agreement
 - If there is more than one event arising at different times for the same originating cause, the date of the claim will be the first date of these events.

Debt Recovery Service

The debt collection service nominated by the Insurer which is provided as an Additional Service to the Insured for the recovery of Undisputed Debts.

Disputed Debt

A dispute relating to the payment or receipt of money and interest due under the terms of a Contract.

Employee

Any person under a permanent full or permanent part time contract of service or apprenticeship with the Insured.

Employment Service Occupancy

A Civil Proceeding brought by the Insured for the pursuit of vacant possession of Premises belonging to the Insured and occupied by a previous Employee of the Insured.

The meaning of words (continued)

Geographical Limits

For claims relating to Personal Injury - Great Britain, Northern Ireland, the Channel Islands, The Isle of Man, any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

For all other claims - Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

Guarantor

The person, people or organization which enter into a written agreement to pay the Rent or perform the duties of the Residential Tenant under the terms of the Residential Letting Tenancy Agreement if the Residential Tenant fails to do so.

Guideline Hourly Rates

The guideline hourly rates for solicitors set by the Senior Court Costs Office.

HMRC

HM Revenue & Customs.

HMRC Investigation

- a** Tax Enquiry
A written notice of enquiry, issued by HMRC, to carry out an Income Tax or Corporation Tax compliance check which either:
 - i** includes a request to examine any aspects of the Insured's books and records; or
 - ii** advises of a check of the Insured's whole tax return.
- b** VAT Disputes
A dispute with HMRC following the issue of an assessment, written decision or notice of a civil penalty relating to the Insured's VAT affairs.
- c** Employer Compliance Dispute
A Dispute with HMRC concerning the Insured's compliance with Pay As You Earn, national insurance contributions or Construction Industry Scheme.

Insured Person

The Insured and, at the request of the Insured with the agreement of the Insurer, the Insured's proprietors, partners and directors and also all Employees acting in the normal course of their employment.

Insured

The Insured named and shown in the Schedule.

Insurer

Allianz Insurance plc.

Jury Service Allowance

Payment to the Insured in respect of an Insured Person who is absent from work as a result of their attendance for jury service within the Geographical Limits, but only in so far as payment of such sum has been made by the Insured to the Insured Person under any contract of employment. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be calculated as follows

- a** if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b** if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one days salary or wages.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a** to advise the Insured on Business-related legal matters; and
- b** for the Insured to report all claims under this Policy to the Insurer.

Legal Expenses

Fees and Expenses

- a** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in respect of any claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such claim.

The meaning of words (continued)

- b** any legal or professional fees, expenses or other disbursements incurred by other parties in pursuing or defending any claim, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's prior written consent, but excluding any costs which the Insured Person may be ordered to pay by a court of criminal jurisdiction.
- c** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in an appeal, or in resisting an appeal against the judgment of a relevant court or tribunal in respect of any claim.
- d** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, at such rates or in such amounts as may be agreed or confirmed by the written consent of the Insurer where it is necessary for an accountant to represent the Insured in connection with any claim relating to an HMRC Investigation or subsequent appeal, but excluding any tax or VAT, interest and penalties demanded, assessed or requested by HMRC.

Legal Expenses do not include the payment of Value Added Tax (VAT) which is recoverable by the Insured Person from elsewhere.

All Legal Expenses will be considered at the conclusion of the claim. Payments will not be made on an interim basis.

Legal Representative

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the Insured Person with the prior written agreement of the Insurer to act for the Insured Person in accordance with the terms of this Policy.

Period of Insurance

The period from the Effective Date to the Renewal Date as shown in the Schedule

Policy

The contract of insurance formed of the documents described in the introduction

Premises

The Premises stated in the Schedule

Reasonable Prospects of a Satisfactory Outcome

- a** In Civil Proceedings and in all appeals, including employment tribunal disputes, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that the Insured Person is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses
- b** In criminal proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that
 - i** the Insured Person is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance; or
 - ii** the Insured Person is more likely than not to succeed in a significant mitigation of their sentence or fine where the Insured Person intends to plead guilty to the offence, or is advised to do so by the Legal Representative.
- c** In an HMRC Investigation and in all appeals following an HMRC Investigation, Reasonable Prospects of a Satisfactory Outcome only exist if the Insured is more likely than not to succeed in reversing the decision made or significantly reducing the liabilities alleged by HMRC.

Rent

The amount the Residential Tenant must pay to the Insured or the Agent as set out in the Residential Tenancy Agreement

Residential Tenant

The person, people or organisations named in the Residential Letting Tenancy Agreement who rents the Property from the Insured (including any person who occupies the Property with the knowledge and consent of the Residential Tenant and the Insured.

The meaning of words (continued)

Residential Tenancy Agreement

The agreement under which the Insured lets the Property to the Residential Tenant. The agreement must be signed by the Insured and the Residential Tenant and must be:

- a an assured tenancy (under grounds 1 or 2 of schedule 2 of the Housing Act 1988 as updated and amended by the Housing Act 1996; or
- b an assured shorthold tenancy as defined within the Housing Act 1988 (as updated and amended by the Housing Act 1996) and the equivalent legislation in Scotland; or
- c an agreement in which the Residential Tenant is a limited company or the annual Rent is more than £25,000

Schedule

The part of this Policy that details information forming part of this contract of insurance and that shows the cover events of this Policy that are operative

Standard Basis

The normal method used by the court to assess Legal Expenses which the court decides are proportionate to the Insured Person's legal action and have been reasonably incurred by the Legal Representative and the Insured Person's opponent.

Tenancy Deposit

The amount paid by or on behalf of the Residential Tenant to the Insured or the Agent under the Residential Letting Tenancy Agreement as security against the performance of the duties of the Residential Tenant under the Residential Letting Tenancy Agreement, and any damage to the Property or the non-payment of Rent during the period of the tenancy.

Tenancy Deposit Scheme

A scheme operated by or on behalf of the Government to safeguard Tenancy Deposits paid in connection with assured shorthold tenancies in England and Wales and to facilitate the resolution of disputes arising in connection with the return of the Tenancy Deposit to the Residential Tenant

Undisputed Debt

Money and interest that has not been paid to the Insured under the terms of a Contract. An Undisputed Debt will exist if, in the opinion of the Debt Recovery Service or the Insurer, the other party to the Contract would not have a realistic chance of succeeding in defending any legal action taken in respect of the amount due.

Vacant Possession

The time at which the Residential Tenant(s) permanently vacate or are otherwise permanently evicted from the Property

Witness Attendance Allowance

Payment to the Insured in respect of the Insured Person who is absent from work as a result of his or her attending as a witness for the Insured at a hearing, court or tribunal arising from an Insured Event within the Geographical Limits at the request of the Legal Representative with the Insurer's written consent, but only in so far as this is not otherwise recoverable from the relevant hearing, court or tribunal.

For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment is calculated as follows

- a If the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b If the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

Limit of Indemnity

The maximum amount the Insurer is liable to pay under this Policy is:

- 1** £100,000 Any One Claim other than a claim relating to Event 9: Jury Service Allowance.
- 2** £5,000 Any One Claim relating to Event 9: Jury Service Allowance.
- 3** £5,000 Any One Claim Relating to Witness Attendance Allowance
- 4** £500,000 for all claims first notified during the Period of Insurance.
(collectively "the Limit of Indemnity")

The above amounts are all inclusive of Legal Expenses, Witness Attendance Allowance and Awards of Compensation.

Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person:

- a** Legal Expenses
- b** Awards of Compensation
- c** Jury Service Allowance; and
- d** Witness Attendance Allowance

incurred by the Insured Person in the pursuit or defence of any claim:

- a** brought within the Geographical Limits; and
- b** where the Date of Occurrence first arose during the period of insurance; and
- c** arising from the Insured's Business

Provided that

- a** a claim is reported to the Insurer within 6 months of the Date of Occurrence or as soon as reasonably practicable providing there has been no prejudice to the Insurer; and
- b** Reasonable Prospects of a Satisfactory Outcome exist at all times; and
- c** for employment disputes only; the Insured has consulted with and followed the advice of Lawphone Legal Helpline or another solicitor or suitably qualified person.

Insured Events

These covers only apply if stated in the Policy Schedule

Event 1 - Employment

The Insured has cover for:

- a** the defence of the legal rights of the Insured in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b** Awards of Compensation.
- c** Employment Service Occupancy the pursuit of a previous Employee to recover possession of Premises belonging to the Insured and occupied for residential purposes by that previous Employee provided that:
 - i** the occupation of the Property by the previous Employee was conditional on their employment by the Insured and was specifically included as part of the remuneration within that previous Employee's contract of employment; and
 - ii** the previous Employee's contract of employment has terminated and any notice period has been completed (whether notice of resignation or notice of dismissal and including where the Employee was placed on leave by the Insured for the whole, or part, of that notice period); and
 - iii** the date of termination of the previous Employee's contract of employment was not before the date this Policy started.
- d** Pension Trustee Defence the defence of the Insured Person's legal rights in civil proceedings arising from the Insured Person's capacity as a trustee of a pension fund set up for the benefit of Employees.
- e** Employee's Civil Defence the defence of their legal rights in civil proceedings arising from the Insured Person's work as an Employee under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by Acts of Parliament.
- f** Breach of Restrictive Covenant the pursuit of an injunction against a previous Employee following a breach of an express restrictive covenant in that Employee's contract of employment with the Insured, where the previous Employee has:
 - i** solicited other Employees of the Insured or
 - ii** solicited customers of the Insured, resulting in proven financial loss to the Insured.

Provided that the Insured has issued all necessary documentation to an Employee as required by legislation.

What is not covered under Event 1

- a** any employment issue where the Insured has not consulted with, and followed the advice of, Lawphone Legal Helpline or any other solicitor or suitably qualified person before taking any action or making any decision which might give rise to a claim against the Insured, such as making any significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal (including redundancy) of an Employee. The Insured should be able to evidence that advice received has been followed.
- b** any dispute with an Employee who was subject to either a written or verbal warning (formal or informal) in the 180 days immediately preceding the first Period of Insurance.
- c** any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- d** any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
- e** any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
- f** Employment Service Occupancy there is no cover for the defence of the Insured's legal rights, other than to defend a counter-claim.

Event 2 - Tax and VAT

The Insured has cover for an HMRC Investigation. What is not covered under Event 2

- a** Any matter relating to a tax avoidance scheme. A tax avoidance scheme is any matter which is, or may be, notifiable to HMRC under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS) or the disclosure regime for VAT.

Insured Events (continued)

These covers only apply if stated in the Policy Schedule

- b** Any matter or investigation conducted by or on behalf of HMRC Fraud Investigation Service or Specialist Investigations, or conducted under the HMRC Civil Investigation of Fraud, Code of Practice 9, or Criminal Investigations procedures or conducted under the General Anti-Abuse Rule.
- c** Any enquiry or investigation by HMRC or any other agency into alleged dishonesty or alleged criminal activities.
- d** Any HMRC compliance check or dispute with HMRC concerning the Insured's compliance with regulations relating to the National Minimum wage or the National Living Wage.
- e** Any claim arising from the failure to register for VAT or PAYE.
- f** Any enquiry or investigation that concerns wealth, assets or money held outside of the United Kingdom.
- g** Any IR35 enquiry by HMRC.

Event 3 - Criminal Prosecution Defence

The Insured Person has cover for the defence of a criminal prosecution.

What is not covered under Event 3

- a** criminal proceedings being brought against the Insured Person for:
 - i** fraud, theft, money laundering or other dishonesty related offences.
 - ii** offences against another person, including offences of a sexual nature.
 - iii** the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.
 - iv** owning, possessing, hiring, leasing, driving or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v** matters arising from an HMRC Investigation.
 - vi** pollution.
- b** any costs or fines awarded against the Insured Person by a court of criminal jurisdiction.

Event 4 - Property Protection

The Insured has cover for a dispute arising from a breach of legal rights relating to the Insured Premises following:

- a** An event that causes physical damage to the insured Premises; or
- b** A legal nuisance (meaning any unlawful interference with the Insured's use or enjoyment of their land, or some right over it, or in connection with it); or
- c** A trespass.

What is not covered under Event 4

- a** any dispute relating to any land or building that is not in or on the insured Premises;
- b** any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged Contract between the Insured and a third party or any dispute, breach or negligence arising from or relating to an implied or express Contract.
- c** any dispute relating to mining, subsidence or heave.
- d** any dispute relating to or arising from any tenancy or lease agreement or license to occupy.
- e** any dispute relating to or arising from service charges, tax, planning or building regulations or decisions.
- f** any dispute over the freehold or leasehold or common hold or title of the Premises.
- g** any dispute with any Government or local or public authority departments or any agency acting on their behalf.
- h** any dispute arising from an application for planning permission;
- i** any dispute relating to the ownership, possession, hiring, leasing or use of aircraft, watercraft, motor vehicles, trailers or caravans

Insured Events (continued)

These covers only apply if stated in the Policy Schedule

Event 5 - Data Protection

The Insured has cover for:

- a the defence of the legal rights of the Insured in a dispute arising out of Data Protection legislation.
- b an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the Insured against any Enforcement, De-registration or Transfer Prohibition Notice.

What is not covered under Event 5

- a any dispute or legal proceeding which relates to the prosecution of the Insured in respect of any actual or alleged fraud or theft.
- b any dispute or legal proceeding which arises from a failure to register as a Data Controller with the Information Commissioner's Office (ICO).
- c any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- d any fines, penalties or Awards of Compensation made against the Insured.
- e any dispute or legal proceeding where the Insured Person is not able to evidence the following:
 - i a suitable procedure to investigate complaints regarding a breach of privacy rights which has been fully engaged; and
 - ii a suitable redress has been offered where a breach has occurred.

Event 6 - Commercial Tenancy Agreement

The Insured has cover for the pursuit and defence of the Insured's legal rights in a dispute relating to the Insured's Commercial Tenancy Agreement.

What is not covered under Event 6

- a any dispute relating to tax, planning or building regulations or decisions.
- b any dispute relating to the renewal of a lease or Tenancy Agreement.
- c any dispute over the freehold, leasehold, common hold or title of the Premises.
- d any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.

Event 7 - Statutory Licence Appeal

The Insured Person has cover to appeal to the relevant authority, court or tribunal following a decision made by such licensing or regulatory authority to suspend, revoke, alter or refuse to renew a Statutory Licence.

What is not covered under Event 7

- a any appeal arising out of a hearing that took place because of a commercial decision made by the Insured Person in relation to the Business
- b any appeal following a hearing that the Insured Person knew about, or should reasonably have known about, before this event commences
- c any appeal involving a Statutory Licence for which the Insured Person has made an appeal in the 12 months before this Policy commences
- d any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured Person in the performance of their normal Business activities, or for any appeal following such procedures
- e the first application for, or application for the renewal of, the Insured Person's Statutory Licence
- f any suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by Acts of Parliament or national or local government regulation or order.

Insured Events (continued)

These covers only apply if stated in the Policy Schedule

Event 8 - Personal Injury

The Insured Person has cover for the pursuit of his or her legal rights following a sudden or specific incident which causes the Insured Person's death or bodily injury.

Provided that the death or bodily injury arises out of working for the Business. What is not covered under Event 8

- a Disputes between the Insured and the Insured Person.
- b Any illness or injury arising from a gradually operating cause.

Event 9 - Jury Service Allowance

The Insured has cover for Jury Service Allowance.

Event 10 - Contract Disputes and Disputed Debt

The Insured has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a Contract which includes payment or receipt of a Disputed Debt.

What is not covered under Event 10

- a The pursuit by the Insured of an Undisputed Debt.
- b the pursuit or defence of any claim brought by or against the Insured caused by or arising from or in relation to professional services, advice or specification given by the Insured or on the Insured's behalf.
- c any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the Insured or on the Insured's behalf.
- d any dispute where a claim is brought against the Insured caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- e any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the Business.

- f any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- g any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or Tenancy Agreement.
- h any dispute relating to the legal right of the Insured to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- i any dispute relating to the ownership, possession, hiring, leasing or use of motor vehicles.
- j any dispute arising out of the amount payable under an insurance policy.
- k any dispute where the Insured's Legal Representative is not satisfied that there are, or will be, sufficient assets to satisfy a judgement.
- l for Disputed Debt only, any claim which is not made within 90 days of the money becoming due and payable.

Event 11 – Residential Lettings

The Insured has cover for the pursuit of the legal rights of the Insured in a dispute with a Residential Tenant following an actual or alleged breach of the Residential Letting Tenancy Agreement by the Residential Tenant in respect of:

- a the non-payment of Rent by the Residential Tenant, including Legal Expenses incurred in up to two actions necessary to enforce a judgement against the Residential Tenant to pay the unpaid Rent to the Insured.
- b physical damage to the Property caused by the Residential Tenant, resulting in proven financial loss to the Insured.
- c the Insured reasonably withholding part, or all, of the Tenancy Deposit at the end of the Residential Letting Tenancy Agreement where the Tenancy Deposit has no legal requirement to be held in accordance with the requirements of the Tenancy Deposit Scheme

Provided that the amount in dispute is more than £250.

Insured Events (continued)

These covers only apply if stated in the Policy Schedule

Special Conditions that apply to Event 11 – Residential Lettings

The Insured must:

- a** keep to all the conditions or any mortgage, or other loan, the Insured has on the Property and the Residential Letting Tenancy Agreement.
- b** make any claim within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the claim.
- c** make sure that the Insured or the Agent has the following from each Residential Tenant or Guarantor before the Residential Letting Tenancy Agreement begins:
 - i** one satisfactory financial or credit reference and one other satisfactory written reference.
 - ii** a Tenancy Deposit equal to at least one month's Rent which must be held in accordance with the requirements set out in the Housing Act 2004 and any subsequent or superseding legislation.
- d** ensure that a detailed inventory of the contents and condition of the Property is prepared and signed by the Insured (or the Agent) and the Residential Tenant.
- e** check the inventory against the contents and condition of the Property while the Residential Tenant is there at the time the Residential Tenant leaves the Property. If the Residential Tenant leaves without warning, the Insured (or the Agent) must check the inventory as soon as the Insured (or Agent) finds out the Residential Tenant has left.
- f** contact, or make arrangements for the Agent to contact, the Residential Tenant(s) if the Rent has not been paid:
 - i** within 7 days to find out why the Rent has not been paid and to request immediate payment; and
 - ii** after 14 days to demand payment of the Rent and to advise the Residential Tenant that he or she risks losing the tenancy of the Property if the Rent continues to be unpaid; and
 - iii** after 21 days to tell the Residential Tenant that legal action will be taken against him or her unless the Rent arrears are paid within the next 7 days.
- g** ensure that the Insured, Agent or Legal Representative tells the Insurer immediately the Residential Tenant makes a payment, or part payment of Rent, into court or any offer to settle the dispute.
- h** prepare, or arrange for the Agent to prepare, a detailed inventory of the contents and condition of the Property, including a schedule of any damage, immediately Vacant Possession is obtained.

What is not covered under Event 11

- a** any claim where the amount in dispute is less than £250 at any time.
- b** any dispute which happens within 3 months of the start of this policy unless the Residential Letting Tenancy Agreement began after this Policy Section started.
- c** any claims arising out of a Contract the Insured has with any person or organisation other than the Residential Tenant.
- d** any claim that the Insured fails to notify to the Insurer within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the claim.
- e** any claim if there is more than one Residential Tenant in the Property and the Residential Tenants are not held equally and jointly responsible for keeping to the terms of the Residential Letting Tenancy Agreement.
- f** any claim for disputes that arise because the Insured has not complied with statutory legislation and other legal requirements relating to the letting of the Property.
- g** any claim where the Insured has failed to follow the Special Conditions that apply to Event 11 – Residential Lettings.
- h** any claim for disputes arising out of any application to, or decision of, any rent tribunal, land tribunal or rent assessment committee.

General Exclusions

In respect of all Events there is no cover for:

- 1** Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's prior written consent.
- 2** Any cause, event or circumstance occurring prior to or existing at the inception of this Policy and which the Insured Person knew, or ought to have known, may give rise to a claim by or against the Insured Person.
- 3** Any claim which does not arise from or relate to the Business, other than a claim in respect of Jury Service Allowance.
- 4** Any claim in respect of which the Insured Person is, or but for the existence of this Policy would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- 5** Any claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other policy.
- 6** Any claim in respect of which the Insured Person is entitled to Legal Aid.
- 7** Any claim arising out of a deliberate, conscious, intentional or reckless act by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such claim.
- 8** Any claim made, brought, commenced or defended outside of the Geographical Limits.
- 9** Any claim where in the Insurer's opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- 10** Fines or other penalties imposed by a court, tribunal or regulator excluding Awards of Compensation.
- 11** Any dispute between the Insured Person and Allianz Insurance plc and any of its subsidiary companies.
- 12** Any dispute between the Insured Person and the Legal Representative in respect of a claim under this Policy or between the Insured and the provider of any Additional Service or telephone helpline available under this Policy.
- 13** Any claim relating to damage to goods in transit, or goods lent or hired to third parties, or goods at premises, other than the Premises.
- 14** Any claim arising from or relating to the operation of a franchise or distribution agreement.
- 15** Any claim arising from or relating to a shareholding agreement or a partnership agreement or a trust.
- 16** Any claim arising as a result of an allegation of libel, slander or malicious falsehood including defamation or injury to reputation.
- 17** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off action or restrictive covenants, other than as specified in Event 1f Breach of Restrictive Covenant.
- 18** Any claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.

General Exclusions (continued)

19 Any Arbitration or Adjudication whether formal or informal.

20 Any claim relating to any non-contracting parties' right to enforce all or any part of this Policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

21 Defending the Insured Person in any legal proceedings arising from:

- i** bodily injury, psychological injury or illness (including stress), disease or death; or
- ii** loss, destruction or damage to property; or
- iii** alleged or actual breach of any duty owed as a director or officer of the Insured, other than as specified in Event 1d Pension Trustee Defence.

22 Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

23 Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured.

24 Any claim relating to or arising from the following alleged activities:

- i** Fraud, money laundering, bribery offences, breaches of international sanctions, theft or other dishonest activities; or
- ii** Offences against another person including but not limited to violence or sexual offences; or
- iii** Criminal proceedings relating to the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.

25 any expenses, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:

- a** ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- c** any weapon or other device utilizing radioactive material and/or matter and/or ionising radiation and/or atomic or nuclear fission and/or fusion or other like reaction.
- d** the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter.

26 any claim, loss, liability or expense arising directly or indirectly out of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion assuming the proportion of or amounting to a popular uprising, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

In any claim and in any action, suit or other actions to enforce a claim under this Policy, the burden of proving that such claim does not fall within this Exclusion will be upon the Insured Person. In the event any part of this Exclusion is found to be invalid or unenforceable, the remainder will continue to be in full force and effect.

General Exclusions (continued)

27 any claim, loss, liability or expense arising directly or indirectly out of terrorism:

- a** in respect of England, Wales and Scotland but not the territorial seas adjacent thereto as defined in the Territorial Sea Act 1987:

loss or destruction or damage or consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such Act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any Act of Terrorism, or in any other way related to such Act of Terrorism

In respect of **a** above an Act of Terrorism (Terrorism) means:-

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto

- b** in respect of territories other than those stated in **a** above

loss or destruction or damage or any consequential loss of whatsoever nature, directly or indirectly caused by, resulting from or in connection with

- i** any act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to such act of Terrorism
- ii** any action taken in controlling, preventing or suppressing any act of Terrorism, or in any way related to such act of Terrorism

In respect of **b** above an act of Terrorism (Terrorism) means:-

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

In any action suit or other proceedings where the Insurer alleges that by reason of this exclusion any loss or destruction or damage or any consequential loss is not covered the burden of proving to the contrary shall be upon the Insured Person.

In the event any part of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

General Conditions

1 Fair presentation of the risk

- a The Insured must make a fair presentation of the risk to the Insurer at inception, renewal or variation of the Policy.
- b The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
 - i deliberate or reckless; or
 - ii of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the Policy (except where the failure is deliberate or reckless) but the Insurer may instead:
 - i reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or
 - ii treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.

For the purposes of this clause reference to:

- a avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);

- b refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

2 Change of Risk

It is a condition precedent to the liability of the Insurer to provide cover under the Policy that the Insured must notify the Insurer in writing of any alteration during the Period of Insurance which would materially affect the Insurer's assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the Insurer. Upon notification of any alteration the Insurer may alter the premium and the Insured will pay an additional premium to, or receive a refund of premium from the Insurer as the case may be.

3 Arbitration

Any dispute between the Insured Person and the Insurer concerning this Policy shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the Territorial Limits.

All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in favour of the Insurer, the Insured Person's costs will not be recoverable under this Policy.

The decision will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

General Conditions (continued)

4 Cancellation

This Policy may be cancelled at any time on the instruction of the Insured by giving 30 days notice in writing to the Insurer. If this Policy is cancelled by the Insured mid term a pro-rata refund will be paid provided the premium has been paid in full and no claim has been made during the Period of Insurance. The Insurer may cancel this Policy by giving 30 days notice in writing to the Insured. If no claim has been made or notified during the Period of Insurance a pro rata return of premium will be made to the Insured. There will be no return of premium to the Insured where a claim has been made or notified during the Period of Insurance, and no claim notifications will be accepted after the effective date of cancellation.

5 Maintenance of records

It is a condition precedent to the liability of the Insurer that the Insured has kept and maintained reasonable books and records. In the case of a corporate Insured such books and records must have been kept in accordance with the Companies Acts.

6 Disclosure of the existence of this Policy

The Insured Person or the Legal Representative must not reveal the existence of this Policy unless the Insurer has given written consent or is ordered to do so by a court.

7 Assignment

This Policy may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

8 Law and language of this Policy

This Policy shall be governed by and construed in accordance with the laws of England and Wales.

The Insurer will communicate with the Insured Person in English.

Conditions for the claims process

Claims Process Conditions

1 Notification of Claim

It is a condition precedent to the Insurer's liability to provide Cover under this Policy that the Insured Person notifies the Insurer in writing, by the completion of a claim form, or in another way confirmed by the Insurer in writing to the Insured Person

- i immediately after the Insured Person becomes, or should have become, aware of any event or circumstance which gives rise to a claim involving the Insured Person; and
- ii immediately following receipt of any letter or other notification or a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer within 6 months of the first occurrence of such cause, event or circumstance, any claim arising from that cause, event or circumstance will not be accepted if the Insurer has suffered prejudice as a result of the delay.

When such a notification has been given, the Insurer agrees to treat any subsequent claim in respect of the cause, event or circumstance notified as though the claim had been made, brought or commenced during the Period of Insurance.

Important procedure for employment disputes

If a Claim Form (ET1) is received from an employment tribunal it is a condition precedent to the Insurer's liability that the Insured must immediately complete a claim form and forward it to the Insurer, to arrive no later than seven (7) days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent to the Insurer.

Important procedure for criminal proceedings

If a summons is received by the Insured notifying of criminal proceedings involving the Insured it is a condition precedent to the Insurer's liability that the Insured must immediately contact the Insurer and forward a copy of the summons to the Insurer, to arrive no later than seven (7) days after receipt of the summons by the Insured.

2 Consent

It is a condition precedent to the liability of the Insurer to provide cover under this Policy that the Insured Person first obtain the Insurer's prior written agreement ("consent") to

- i provide cover under this Policy in respect of the claim; and
- ii incur Legal Expenses; and
- iii pay Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance.

Consent will only be given if the Insured Person can satisfy the Insurer that:

- a there are Reasonable Prospects of a Satisfactory Outcome and
- b in a particular case, it is reasonable for Legal Expenses to be incurred and/or for the Insurer to agree to meet any Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Policy.

If the Insurer and the Legal Representative do not agree on whether Reasonable Prospects of a Satisfactory Outcome exist, then the Insurer will seek the opinion of another legally qualified advisor or other expert appropriate to the claim whom it considers it necessary to consult. If that advisor or expert's opinion differs from that of the Legal Representative, their opinion shall be substituted for that of the Legal Representative for the purposes of determining whether or not Reasonable Prospects of a Satisfactory Outcome exist.

In all cases the Insured Person will be advised in writing of the granting or refusal of consent.

Conditions for the claims process (continued)

3 Dealing with the Claim

If the Insurer grants consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 9.

The Insurer may withdraw consent previously given at any time if facts become known which would mean that a particular claim should not have been accepted under the terms of this Policy or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Policy terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance or Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a claim to which the Insurer has refused to give consent and is subsequently successful the Insurer will pay Legal Expenses as if the Insurer had given consent at the outset.

4 Duty of the Insured Person to Minimise Claims

In respect of any claim for which consent has been granted under the Policy the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred and any other matters which may affect the Insurer's liability in respect of any claim under this Policy.

If the Insured Person fails to comply with this term then the Insurer will have the right to adjust the Insurer's liability under this Policy to the extent that the claim would have cost the Insurer had the Insured Person complied with this term.

5 The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person the pursuit or defence of any claim at any time and can settle any claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its absolute discretion, the Insurer may decide to settle the claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses, Awards of Compensation or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation or Witness Attendance Allowance in respect of that claim.

6 Fraud

If the Insured or anyone acting on the Insured's behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d** makes a claim for loss or damage which the Insured or anyone acting on the Insured's behalf deliberately caused, the Insurer will:
 - i** refuse to pay the whole of the claim; and
 - ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a** – **d** above. In that event, the Insured will:

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

Conditions for the claims process (continued)

7 Insolvency of the Insured Person

During the course of any claim to which the Insurer has given consent, the Insurer has the right to withdraw that consent immediately if the Insured Person

- a** becomes insolvent; or
- b** enters into liquidation; or
- c** makes an arrangement with creditors; or
- d** enters into a deed of arrangement; or
- e** has part or all of their affairs, assets or property placed in the care or control of a receiver or a liquidator; or
- f** has an administration order over their affairs, assets or property.

Provided there has been full compliance with the Policy terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance and Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that consent had been withdrawn.

8 Appeal Procedure

If, following legal proceedings to which the Insurer has given consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the Insurer's liability to provide cover under this Policy that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to consent to such an appeal. The terms of Claims Process Condition 2 shall apply to any appeal which the Insured Person wishes to make.

If the Insurer wishes to appeal against the judgement or decision of a court or tribunal, the Insured Person will co-operate fully in an appeal. If the Insured Person fails to do so, any Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

9 Legal Proceedings

a Freedom to choose a Legal Representative

For any claim where the Insurer may be liable to pay Awards of Compensation in respect of employment disputes the Insurer will choose the Legal Representative.

For any other claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured Person.

The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative, except where the Insurer and the Legal Representative reach a different agreement.

In respect of any claim for which the Insurer has granted consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Policy.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

Conditions for the claims process (continued)

The Insurer's liability to provide cover under this Policy will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Policy, if:

- i due to any conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person dismisses the Legal Representative against the advice of the Legal Representative and without the Insurer's prior written agreement.

b Disclosures to the Legal Representative

It is a condition precedent to the Insurer's liability to provide cover under this Policy that the Insured Person must:

- i give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case; and
- ii provide the Legal Representative with all relevant documentary or other evidence in the Insured Person's possession; and
- iii provide, obtain or execute all documents considered necessary by the Legal Representative and attend meetings or conferences as requested.

c Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

d Duties of the Insured Person and Legal Representative in relation to any Claim

It is a condition precedent to the Insurer's liability to provide cover under this Policy that:

- i The Insured Person, or on their behalf, the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the claim
- ii The Insured Person, or on their behalf the Legal Representative must inform the Insurer in writing as soon as any offer to settle a claim is received or made. The Insured Person or the Legal Representative must not under any circumstances enter into any agreement to settle without the Insurer's prior written consent. If the Insured Person, or on their behalf the Legal Representative, fails to inform the Insurer as soon as an offer to settle a claim is received or made, cover under this Policy will cease with effect from the date of the offer.

If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, cover under this Policy will cease from the date on which the Insured Person ought reasonably have agreed to settle. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when cover ceased

- iii The Insured Person, or on their behalf the Legal Representative, must report in writing the result of the claim to the Insurer when it is finished.

Conditions for the claims process (continued)

e Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a claim.

The Insured Person should forward all bills which are received from the Legal Representative relating to the claim to the Insurer without delay following conclusion of the claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draftsman or other competent party. The Insurer will only pay Legal Expenses that are determined as reasonable by the audit or assessment.

The Insurer may settle a payment of Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance direct with the Legal Representative if it is appropriate for the Insurer to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid on the Insured Person's behalf.

The Insured Person must not, without the Insurer's prior written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses. This agreement is normally known as either a conditional fee agreement or a damages based agreement.

f Instruction of a Barrister

If, during the course of any claim (and subject always to compliance with Claims Process Condition 2), the Insured Person or the Legal Representative considers it necessary and wishes to instruct a barrister, the barrister's name must first be submitted to the Insurer for consent to the proposed instruction.

g Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide cover under this Policy that the Insured Person:

- i does not withdraw from a claim or dismiss the Legal Representative without the written agreement of the Insurer and the Legal Representative; and
- ii co-operates fully with the Legal Representative and the Insurer in the conduct of the claim; and
- iii follows the advice of the Legal Representative.

If the Insured Person fails to comply with **i**, **ii** or **iii** then the Insurer's liability to provide cover under this Policy will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses or Awards of Compensation and will be entitled to reimbursement of all Legal Expenses already incurred and any Jury Service Allowance or Witness Attendance Allowance already paid in respect of the claim unless the Insurer agrees to appoint another Legal Representative to continue the claim.

h Award of Costs

Where the Insured Person is awarded costs, it is a condition precedent to the Insurer's liability to provide cover for Legal Expenses that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Policy. All such recoveries will be taken into account when calculating the Insurer's liability under this Policy.

i Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any claim, the Insurer may request that the Insured Person agrees to submit such claim to a professional dispute resolution service, to be selected by the Insurer.

In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold consent.

Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address; or, in relation to any matters arising out of any claim, if sent to the Insured Person's Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

Phone: **0370 243 4340**
Email: alpenquiries@allianz.co.uk

(open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

Additional Benefits

Since these services are not provided by the Insurer, the Insurer shall not be liable to the Insured or any Insured Person for any advice given or services rendered by the providers of the additional benefit services or for any losses incurred in the event that their telephone helplines are not available for any reason.

Allianz Legal Online

As part of the Commercial Legal Expenses cover, the Insured has access to extensive online legal support via Allianz Legal Online.

This facility provides tools and services to help the Insured prepare a range of legal documents in connection with their Business, such as employment contracts, HR policies, privacy policies and chasing debtors. In addition, this service provides the Insured with up-to-date online guidance on many legal issues, including business start-up, health & safety, intellectual property and debt recovery.

Furthermore, documents created using the facility can be sent via the system to a specialist legal team for review. A member of the team will respond via email or phone within three working days, answering any questions and providing amendments necessary to ensure the document meets the Insured's particular requirements (subject to a maximum of one hour's work per document).

The legal documents and guidance provided are always in accordance with the laws of England, Scotland, Wales and Northern Ireland.

The Insured can access Allianz Legal Online at: allianzlegal.co.uk

A registration code is required to enter the web site and this is shown on the Policy Schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on 0345 644 8966 (lines open 9am - 5.30pm Monday to Friday excluding bank holidays) or e-mail them at support@allianzlegal.co.uk

Allianz Legal Online is provided by Epoq Legal Ltd of Unit 2, Imperial Place, Maxwell Road, Borehamwood WD6 1JN.

Additional Benefits (continued)

Tax Advice Helpline

This helpline provides advice on any business tax matter affecting the Insured and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

There is no additional charge for the advice provided by this helpline. Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and does not engage in documentation review or enter into any written correspondence with the Insured, except where the advisor considers it appropriate to forward details of written procedures to the Insured by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by the Insured.

This service should not be used as a substitute for a formal consultation with the Insured's accountant or other tax advisor, who can review the Insured's particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, the Insured should quote the master policy number shown on the Policy Schedule.

Tax Helpline: **0344 873 0244**

The Insured can contact the helpline as often as required during the term of the Policy.

This helpline is provided by Markel Tax of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Additional Services

In addition to the indemnity provided by this Policy, further services are available to the Insured. The Insured may access these services at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the services or any advice received from the provider of these services. This is because these services are not provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

There may be an additional charge payable by the Insured or Insured Person for the use of these additional services.

1 Undisputed Debt Recovery Service

The Insured has access to the Undisputed Debt Recovery Service if the Insured has an Undisputed Debt of at least £250 and the legal action to recover that Undisputed Debt can be brought within Great Britain. The Undisputed Debt should be referred to the Undisputed Debt Recovery Service as soon as possible after the amount becomes due and payable.

The Undisputed Debt Recovery Service is provided by an organisation that specialises in the recovery of debts. The organisation providing the Undisputed Debt Recovery Service is not part of the Insurer and does not act on the Insurer's behalf.

For Undisputed Debts that are pursued in England or Wales, that organisation will be DWF LLP, of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE. For Undisputed Debts that are pursued in Scotland, the service will be provided by Jackson Boyd Solicitors, of 247 West George Street, Glasgow, Lanarkshire G2 4QE.

When the Insured needs to contact the Undisputed Debt Recovery Service the Insured should call the number below, which relates to the country in which the Undisputed Debt will be pursued. The Insured should quote 'Allianz Undisputed Debt Recovery Service' and the Master Policy reference contained within the Policy Schedule.

Debts pursued in England or Wales: **0151 907 3141**
Debts pursued in Scotland: **0141 249 6171**

The telephone lines are open between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Use of the Undisputed Debt Recovery Service by the Insured will be subject to a fee being payable by the Insured to the Undisputed Debt Recovery Service. The fee will be a percentage of the Undisputed Debt. The level of the fee, and the time at which it will be payable by the Insured, will be confirmed to the Insured by the Undisputed Debt Recovery Service when the Undisputed Debt Recovery Service is initially contacted. There may be additional expenses that are necessarily incurred by the Undisputed Debt Recovery Service to recover the Undisputed Debt. These will also be payable by the Insured and will be confirmed by the Undisputed Debt Recovery Service to the Insured at the appropriate time.

This Policy does not cover the fee charged by the Undisputed Debt Recovery Service or any expenses incurred in recovering the Undisputed Debt.

If, in the view of the Undisputed Debt Recovery Service and the Insurer, the other party to the Contract submits a viable defence in respect of the Undisputed Debt the Insured must report the matter as a civil claim in respect of a contract dispute pursuit. The pursuit of the disputed debt will then be handled in accordance with the terms and conditions of this Policy.

2 Solicitor Employment Support Service

The Insured has access to the Solicitor Employment Support Service if the Insured requires the use of a solicitor to carry out a redundancy programme relating to an Employee, on behalf of the Insured.

In the first instance the Insured should contact Lawphone on 0370 241 4140 and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call. If the advisor decides the Insured would benefit from the use of a solicitor they will pass the details on to the solicitor to arrange a mutually convenient time for this to take place.

Additional Services (continued)

There is an additional charge to use this service and this additional charge will not be covered by this Policy.

The telephone helpline is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Solicitor Employment Support Service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

3 Specialist Legal Support Service

The Insured has access to a specialist solicitor if: Lawphone is unable assist with the legal problem because it is specialist in nature; or the claim is not covered by this Policy; or the Insured requires a full legal review of the Business.

This service aims to deal with issues which are specialist in nature. The solicitor will work with the Insured to prevent legal problems from happening by concentrating on specific areas of the Business or assessing the Business for areas where legal issues may arise and address those areas.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

In the first instance the Insured should contact Lawphone on **0370 241 4140** and provide a brief summary of the problem.

The details will be passed to an advisor who will return the Insured's call.

The solicitor support is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

4 Crisis Response

The Insured has access to a range of services to provide support to prepare for, and deal with, a business crisis. In the first instance the Insured will need to register at dwf.law/crisisresponse for access to the free crisis response service including crisis response updates by email, cyber security updates and access to a free dedicated workshop programme.

In addition, the Insured will have access to crisis management training, reviews and a bespoke crisis management plan.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

The crisis response service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

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 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,
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

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No 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.

Financial Services Register No. 121849.