



Property Owners Legal Expenses Insurance policy overview



Chartered

Contents

Allianz Insurance plc 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 business, as we've been providing leading insurance solutions in the UK for over 100 years.

We will work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces. You don't have to take our word for it.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.



IMPORTANT

Should you need further details or have any questions your insurance adviser will be delighted to help.

This is a policy overview only and does not contain the full terms and conditions of the contract of insurance.

Full terms and conditions can be found in the policy documents, a copy of which is available on request. Your insurance adviser will be pleased to explain the policy cover in more detail.

| | |
|--|----|
| Introduction | 1 |
| COVER AVAILABLE | |
| Property Owners Legal Expenses Insurance | 3 |
| Additional Information | |
| Notifying a Claim | 10 |
| How to make a Complaint | 10 |
| Financial Services Compensation Scheme | 10 |
| Law Applicable & Policy Language | 11 |

Introduction

This is a Policy Overview only and does not contain the full terms and conditions of the Legal Expenses policy. It does not form part of the contract between you and us. The full terms and conditions can be found in the policy wording, a copy of which is available upon request from your insurance advisor. If you take out this policy with us, you will receive a full policy wording as part of your policy documents.

What is the Property Owners Legal Expenses Insurance policy?

This policy will cover the legal expenses and jury service allowance incurred by the insured arising out of their normal business activities. The types of legal dispute the insured will be covered for and the amounts we will pay (the limit of indemnity) are described in this overview and in the policy wording.

These costs are underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Legal Expenses policy includes access to a 24-hour legal advice service.

How long will the cover be for?

The policy has a 12 month period of insurance (unless shown differently on the policy schedule) and is annually renewable. Start and end dates of the policy are detailed in the policy schedule.

What happens if I take the cover out and then change my mind?

The policy may be cancelled at your request and you will be entitled to a pro-rata return premium provided the premium has been paid in full and no claim has been made during the period of insurance. To cancel the policy please contact your insurance advisor.

How is a claim made under the Property Owners Legal Expenses Insurance policy?

If you need to make a claim you should call the legal advice helpline on **0370 241 4140**.

Cover Available

Property Owners Legal Expenses

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|--|--|
| <p>1 Employment</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of your legal costs to: <ul style="list-style-type: none"> – defend your legal rights 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. – pursue a previous employee to recover possession of premises occupied for residential purposes. – defend your legal rights in a dispute relating to actual or alleged failure to fulfil your obligations as a trustee of a pension fund set up for the benefit of your employees. – defend your legal rights in civil proceedings against an employee under legislation for unlawful discrimination. • We will also cover Basic and Compensatory awards made against you or through a negotiated settlement with our agreement. | <ul style="list-style-type: none"> • Claims where you have not sought and followed the advice of the Lawphone Legal Helpline or another solicitor or suitably qualified person before making any changes to an Employee’s contract of employment or taking any disciplinary action against an Employee. • Any dispute with an Employee that you have given a verbal or written warning to in the 180 days leading up to the date this policy starts. • Any dispute arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any dispute arising from any industrial dispute, industrial or labour arbitration or collective bargaining agreements. • Any dispute to do with sub-contracting or contracts for services with anyone who is self-employed. • For Employment Service Occupancy only, there is no cover for the defence of your legal rights, other than to defend a counter-claim. |
| <p>2 Tax and VAT</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of your legal costs for an investigation by HM Revenue and Customs for the following: <ul style="list-style-type: none"> – Tax Enquiry – VAT Dispute – Employer Compliance Dispute | <ul style="list-style-type: none"> • Any claim relating to a tax avoidance scheme. • Any investigation conducted by HM Revenue and Customs Fraud Investigation Service or Specialist Investigations, or conducted under the HM Revenue and Customs Civil Investigation of Fraud, Code of Practice 9 or Criminal Investigations procedures or conducted under the General Anti-Abuse rule. • Any enquiry into alleged dishonesty or alleged criminal activities. • Any HM Revenue and Customs compliance check. • Any claim arising from the failure to register for VAT or PAYE. • Any enquiry or investigation that concerns wealth, assets or money held outside of the UK. • Any IR35 enquiry. |

Cover Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|--|--|
| <p>3 Criminal Prosecution Defence</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of your legal costs to defend your legal rights after an event, which arises out of your normal business activities and results in criminal proceedings being brought against you. | <ul style="list-style-type: none"> • The defence of a prosecution relating to: <ul style="list-style-type: none"> – HM Revenue and Customs investigation; – Allegations of fraud, theft or violence; – The ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans; – Pollution. • Any costs or fines awarded against you by a court of criminal jurisdiction. |
| <p>4 Property Protection</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of your legal costs in a dispute arising from the following: <ul style="list-style-type: none"> – An event causing physical damage to your premises; or – a legal nuisance; or – a trespass. | <ul style="list-style-type: none"> • Disputes relating to any land or building that doesn't form part of your premises. • Disputes relating to mining or other subsidence or heave. • Disputes relating to rent or service charges, tax, planning or building regulations or decisions. • Disputes arising out of a contract you have with another person or organisation. • Disputes relating to owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans. |
| <p>5 Data Protection</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim in respect of your legal costs to: <ul style="list-style-type: none"> – Defend you in a dispute relating to data protection legislation. – Appeal against a refusal of an application for registration or alteration of your registered particulars. – Appeal against an Enforcement, De-registration or Transfer Prohibition Notice. | <ul style="list-style-type: none"> • Any prosecution where you are accused of fraud or theft. • Any dispute relating to your failure to register as a Data Controller. • Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data. • Any fines, penalties or Awards of Compensation made against you. |
| <p>6 Commercial Tenancy Agreement</p> <ul style="list-style-type: none"> • Cover up to £100,000 for any one claim to pursue or defend your legal rights in a dispute relating to property that your business occupies or lets to a commercial tenant. | <ul style="list-style-type: none"> • Any dispute relating to the renewal of a lease or tenancy agreement. |

Cover Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|--|---|
| <p>7 Statutory Licence Appeal</p> <ul style="list-style-type: none"> Cover up to £100,000 for any one claim to appeal, following a decision by the licensing authority to suspend, revoke, alter or refuse to renew your business licence. | <ul style="list-style-type: none"> Hearings arising out of any commercial decision made by you. The first application for, or standard renewal of, the licence. Anything to do with drug offences, under age drinking or sexual indecency. |
| <p>8 Personal Injury</p> <ul style="list-style-type: none"> Cover up to £100,000 for any one claim to take legal action against another person who causes your death or bodily injury whilst you are engaged in your business. | <ul style="list-style-type: none"> Personal injury disputes between you and any employee(s). Any illness or injury arising from a gradually operating cause. |
| <p>9 Jury Service Allowance</p> <ul style="list-style-type: none"> Cover up to £5,000 for any one claim in respect of the salary or wages of an employee that you cannot get back from the court if that employee has to go to court for jury service. | |
| <p>10 Contract Disputes and Disputed Debt</p> <ul style="list-style-type: none"> Cover up to £100,000 for any one claim to enable you to take legal action or defend yourself in a dispute with a manufacturer or supplier or customer in respect of a contract for the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service. This includes a dispute relating to the payment or receipt of money and interest due under the terms of a contract. | <ul style="list-style-type: none"> Any dispute where a claim is brought against you 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. Any dispute relating to computer hardware, software, systems or services designed or adapted specifically for your business. 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. Any dispute relating to your legal right to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land. Any dispute relating to the ownership, possession, hiring or use of motor vehicles. For disputed debt claims only, any claim which is not made within 90 days of the money becoming due and payable. |

Cover Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|---|--|
| <p>11 Residential Lettings</p> <ul style="list-style-type: none"> • Cover of up to £100,000 for any one claim to enable you to take legal action in a dispute with a residential tenant in respect of: <ul style="list-style-type: none"> – the non-payment of rent by the residential tenant – physical damage to your property caused by the residential tenant resulting in proven financial loss to you – you 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. <p>The following special conditions are applicable to the Residential Lettings cover:</p> <ul style="list-style-type: none"> • you must keep to all conditions of any mortgage you have on the property and the residential letting tenancy agreement. • you must obtain the following from each residential tenant before the residential letting tenancy agreement begins: <ul style="list-style-type: none"> – one satisfactory financial or credit reference and one other satisfactory written reference – a tenancy deposit equal to at least one month's rent. • ensure that a detailed inventory of the contents and condition of the property is prepared and signed by the insured and the residential tenant. | <ul style="list-style-type: none"> • Any claim where the amount in dispute is less than £250 at any time. • Any dispute which happens within 3 months of the start of this policy unless the residential letting tenancy agreement began after this policy started. • Any claim arising out of a contract you have with any person or organisation other than the residential tenant. • Any claim that you fail to notify to us within 2 months of the first occurrence of any cause, event or circumstance that gives rise to the claim. • Any claim where there is more than one residential tenant in the property and they're not held equally and jointly responsible for keeping to the terms of the residential letting tenancy agreement. |

Cover Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|--|--|
| <p>Applying to all of the Legal Expenses policy</p> | <p>Policy Limit A limit of £500,000 for all claims which first occurred during the Period of Insurance applies under this policy.</p> <p>Policy Exclusions</p> <ul style="list-style-type: none"> • Legal Expenses incurred without the Insurer’s written consent. • Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred before the Insurer’s written Consent and acceptance of a Claim. • Claims which do not arise from or relate to the Business, other than Jury Service Allowance. • Claims by the Insured Person in respect of any event occurring prior to or existing at inception of this Policy which they knew, or ought reasonably to have known about. • Claims the Insured fail to notify 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. • Claims arising out of a deliberate or reckless act by the Insured Person or where they have failed to take reasonable steps to avoid, prevent or limit a loss. • Any Claim where in the Insurer’s opinion there are no Reasonable Prospects of a Satisfactory Outcome. • Fines or other penalties imposed by a court, tribunal or regulator. • Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation. • Any VAT attaching to Legal Expenses incurred with the Insurer’s consent which is recoverable by the Insured Person from elsewhere. |

Covers Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|--|--|
| Additional Benefits applicable to all policyholders | |
| <p>Lawphone</p> <ul style="list-style-type: none"> Access to Lawphone to give advice, 24 hours a day, 365 days a year, on any business legal matter. We may record the calls to protect you. | <ul style="list-style-type: none"> Advice is only available over the telephone. Advice only relates to your company's legal problems. Advice will always be in accordance with the laws of Great Britain and Northern Ireland. |
| <p>Allianz Legal Online</p> <ul style="list-style-type: none"> Access to Allianz Legal Online which provides business support to help you produce legal paperwork in connection with your business including a review of the legal documents produced if required. | <ul style="list-style-type: none"> This service is only available on the internet. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland. |
| <p>Tax Advice Helpline</p> <p>Tax Advice Helpline Advice on any tax matter affecting your business. The advice is provided by Markel Tax a trading division of Markel Consultancy Services Ltd</p> | <ul style="list-style-type: none"> Advice is only available over the telephone. No advice is available in respect of tax planning. Advice will always be in accordance with the taxation laws of Great Britain and Northern Ireland. |
| Additional Services available to all policyholders | |
| <p>Undisputed Debt Recovery Service</p> <p>Access to this service which will pursue debts arising out of a contract and which are not disputed by the person or organisation that owes them to your business. The service is provided by DWF LLP for undisputed debts within England and Wales, and Jackson Boyd Solicitors for undisputed debts within Scotland.</p> | <ul style="list-style-type: none"> The legal action to recover the debt must be able to be taken within Great Britain. The amount of the undisputed debt must be at least £250. We will not cover any fees or expenses necessary to recover the undisputed debt. These fees and expenses will be confirmed to you before any work is undertaken to recover the undisputed debt. This service does not apply where the person or organisation that owes the debt to your business has a realistic chance of defending the legal action you take to recover that debt. |
| <p>Solicitor Employment Support Service</p> <p>This service will provide you with the use of a solicitor to carry out a redundancy programme on your behalf.</p> <p>This service is available if the Lawphone advisor decides you would benefit from this service and is provided by DWF LLP.</p> | <p>There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy.</p> |

Covers Available (continued)

Property Owners Legal Expenses (continued)

Cover Events 1 – 10 are automatically included. Cover Event 11 is available as an optional trade up. Your policy schedule will confirm which cover events are operative

| Significant Features and Benefits | Significant Exclusions or Limitations |
|---|---|
| Additional Services available to all policyholders | |
| <p>Specialist Legal Support Service This service will provide you with access to a specialist solicitor if:</p> <ul style="list-style-type: none"> • Lawphone is unable to assist with the legal problem because it is specialist in nature; or • the claim is not covered by the legal expenses policy; or • you require a full legal review of your business. <p>This service is provided by DWF LLP.</p> | <ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy. |
| <p>Crisis Response This service will provide you with access to:</p> <ul style="list-style-type: none"> • a range of services to provide support to prepare for, and deal with, a business crisis. • crisis management training, reviews and a bespoke crisis management plan. <p>This service is provided by DWF LLP.</p> | <ul style="list-style-type: none"> • There is an additional charge to use this service which is payable by you and not covered by the legal expenses policy. |

Additional information

Your Obligations

You must make a fair presentation of the risk at inception, renewal and variation of the Policy. The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You or anyone claiming under this policy must not admit fault or responsibility, or pay, offer or agree to pay any money or settle any claim without our permission.

Notifying a Claim

If you need to make a claim under this policy the following claims handling office should be used:

Allianz Legal Protection

Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

Telephone: **0370 241 4140**
Lines are open 24 hours a day, 365 days a year.

Cancellation Rights

The policy may be cancelled at your request 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. To cancel the policy please contact your insurance adviser.

How do I make a complaint?

If you have a complaint please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Legal Protection,
PO Box 10623
Wigston
LE18 9HJ

Telephone number: **0345 0700 886**
Email: alpcomplaints@allianz.co.uk

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: financial-ombudsman.org.uk
Telephone: **0800 023 4567** or **0300 123 9123**
Email: complaint.info@financial-ombudsman.org.uk

Full details of our complaints procedure will be found in the policy documentation.

Additional information (continued)

Would I receive compensation if Allianz is unable to meet its liabilities?

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

The Insured may be entitled to compensation from the FSCS if the Insurer is unable to meet its liabilities. 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**.

Law Applicable & Policy Language

Unless agreed otherwise by the Insurer:

- a** the language of the Policy and all communications relating to it will be English;

and,

- b** all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

Allianz Insurance plc.

Registered in England number 84638
Registered office: 57 Ladymead, Guildford,
Surrey GU1 1DB, United Kingdom.

Allianz Insurance plc is authorised by the
Prudential Regulation Authority and regulated
by the Financial Conduct Authority and
the Prudential Regulation Authority.

Financial Services Register number 121849.