



Small Business Legal Expenses Insurance policy overview



Chartered

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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.

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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 Small Business 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 Small Business Legal Expenses Insurance policy?

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

Cover Available

Small Business Legal Expenses

Significant Features and Benefits	Significant Exclusions or Limitations
<p>The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person:</p> <ul style="list-style-type: none"> a Legal Expenses; b Awards of Compensation; c Jury Service Allowance; and d Witness Attendance Allowance <p>incurred by the Insured Person in the pursuit or defence of any Claim:</p> <ul style="list-style-type: none"> 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 <p>Limit of Indemnity You have cover of up to £100,000 for any one claim in respect of your legal costs you need to take or defend legal action relating to your business for all claims except:</p> <ul style="list-style-type: none"> • Jury Service Allowance and Witness Attendance Allowance which are £5,000 any one claim. <p>The aggregate limit of indemnity for all Claims first notified to the insurer during the period of insurance is £1,000,000.</p> <p>Provided that</p> <ul style="list-style-type: none"> 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, another solicitor or a suitably qualified person; and d For breach of Residential Tenancy Agreement only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline or another solicitor or a suitably qualified person as soon as the Insured is aware they wish to pursue a Claim to enforce their legal rights. 	<ul style="list-style-type: none"> • Any cause, event or circumstance occurring prior to, or existing at the inception or renewal of this policy which the Insured knew, or ought to have known, may give rise to a claim. • Employment issues where you have not sought and followed the advice of the Lawphone Legal Helpline or another solicitor or suitably qualified person before making significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning or dismissal (including redundancy) of an employee. • Any dispute arising from the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive. • Any claim relating to a tax avoidance scheme. • Any HM Revenue and Customs compliance check. • Any HMRC enquiry which is not shown in the definition of HMRC Investigation. • Any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994. • Any matter relating to IR35 legislation. • Any investigation conducted by HM Revenue and any 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. • Legal expenses or other expenses which relate to the preparation of accounts, self assessment activities or any work carried out prior to the commencement of the HMRC investigation. • Any adjudication or arbitration whether formal or informal. • For all matters relating to statutory licences there is no cover: <ul style="list-style-type: none"> – For the result of a commercial decision. – Where the Insured knew about the hearing before the policy commenced. – In respect of an appeal in the 12 months before the policy commences. – For any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured Person. – For any suspension, revocation, alteration or refusal to renew a statutory licence which is required by Acts of Parliament or government regulation or order.

Cover Available (continued)

Small Business Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	<ul style="list-style-type: none"> • The pursuit by the Insured of an Undisputed Debt. • Any dispute concerning computer hardware, software, systems or services deigned or adapted specifically for the Insured. • Any enquiry into alleged dishonesty or alleged criminal activities. • Any matter involving the defence of a personal or bodily injury Claim. • Any dispute arising out of damage caused to motor vehicles. • Any application for a private prosecution, judicial review or other challenge to any legislation or proposed legislation or the decision of any public body. • Fines, aggravated or liquidated damages or other penalties imposed by a court, tribunal or regulator. • Any dispute in respect of a Claim under this policy or with the provider of any Additional Service or telephone helpline available under this policy. • Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured. • Any dispute relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off actions or restrictive covenants. • Defending the Insured Person in any legal proceedings rising from breach of any duty owed to that person as a director or officer of the Insured, other than in relation to the Insured Person's activities as a pension trustee. • Any claim arising from breach of professional duty in connection with advice or specification. • Any claim involving the allegation of libel, slander or malicious falsehood. • Any dispute arising from anyone unlawfully occupying the Insured's Premises. • Any claim relating to any non-contracting parties' right to enforce this policy. • Any claim where the disputed amount is less than £250.

Cover Available (continued)

Small Business Legal Expenses (continued)

Significant Features and Benefits	Significant Exclusions or Limitations
	<ul style="list-style-type: none"> • Any disputes for tenancy or leasehold agreements relating to: <ul style="list-style-type: none"> – Service charges tax, planning, building regulations or decisions – Renewal of the agreement – The freehold, leasehold, commonhold or title of the premises – The imposition of rates or other local taxes. • Any Residential Tenancy Claims where: <ul style="list-style-type: none"> – The Insured has not followed Claims Process Condition 1. – The Insured has not complied with legislation placed on landlords or where there is no written tenancy agreement. – The tenant is a sub-let or part of multi-occupation. – The Insured or their agent are in breach of Section 213 of the Housing Act 2004 in relation to the deposit. – The Insured has not obtained satisfactory credit references. • Any claim relating to a deliberate, conscious, intentional or reckless act or statement by the Insured Person or where they have failed to take all reasonable steps to avoid, prevent or limit the extent of the claim. • Claims where there are no reasonable prospects of a satisfactory outcome. • Any claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other policy. • Any dispute with Allianz Insurance plc or any of its subsidiary companies. • Any 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. • Any Claim where in the Insurer's opinion there are no Reasonable Prospects of a Satisfactory Outcome. • Legal expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's written Consent.

Covers Available (continued)

Small Business Legal Expenses (continued)

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)

Small Business Legal Expenses (continued)

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 section; 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 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 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.