

# Commercial Legal Expenses Insurance

## Important information

### Legal Advice

**Commercial Select** policyholders have access to **Lawphone**. This helpline provides advice on any of your company's legal matters 24 hours a day, all year round. We may record the calls to protect you.

Call **Lawphone** on: **0870 241 4140**, quoting **master policy number 36026**.

### Employment claims

Please note **we** will only provide this cover if **you** discuss the dispute with **Lawphone** before **you** take any action and follow the advice given.

### How to make a claim

When **you** call **Lawphone**, please quote **master policy number 36026**. **You** will be asked for a brief summary of the problem, and these details will be passed to an adviser who will return **your** call. If you need to make a claim, **we** will arrange for a claim form to be sent to **you**. Please fill in the claim form and send to the Claims Department at:

Allianz Legal Protection,  
Redwood House,  
Brotherswood Court,  
Great Park Road,  
Bradley Stoke,  
Bristol BS32 4QW

**We** will contact **you** once **we** have received the claim form.

### Complaints

**Our** aim is to get it right, first time, every time. If **we** make a mistake **we** will try to put it right promptly.

**We** will always confirm to **you** the receipt of **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let **you** know when an answer can be expected.

If **we** have not sorted out the situation within eight weeks **we** will provide **you** with information about the Financial Ombudsman Service.

Should **you** wish to make a complaint then it should be directed to the Customer Satisfaction Manager at **our** address shown above.

Referral to the Financial Ombudsman Service does not affect **your** legal rights.

### Financial Services Compensation Scheme

Allianz Legal Protection contributes to the Financial Services Compensation Scheme (FSCS).

**You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** liabilities. For compulsory insurance **you** may be entitled to compensation up to 100% of the claim. For all other types of insurance **you** may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

## Your cover

**We** agree to cover the person or organisation named in this policy under the conditions of this policy, as long as the premium has been paid. The contract between **you** and **us** is based on the proposal and declaration **you** have filled in.

## Definitions

### We, us, our

Allianz Legal Protection.

### You, your

The person or organisation named in the schedule and any partners, directors and employees.

### Legal representative

The solicitor or other person **we** appoint under this policy to represent **you** and protect **your** interests.

### Costs

Under this policy, **we** will pay the following.

- The professional fees and expenses reasonably and properly charged by the **legal representative**, up to the standard rates set by the courts.
- **Your** opponent's (the other person or organisation in the case) **costs** which **you** are ordered to pay by a court or tribunal.

The most **we** will pay for all claims arising from one event for sections 1, 2, 3, 4 & 7 is £50,000, apart from **Awards**, where the most **we** will pay is £25,000. The most **we** will pay for all claims arising from one event under section 5 is £25,000.

### Territorial limit (Sections 1, 2, 3, 4, 5 & 6)

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

### Territorial limit (Section 7)

Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, the Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Liechtenstein, Luxembourg, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

### Period of insurance

The period shown in this policy.

### Award

An unfair dismissal basic **award**, an unfair dismissal compensatory **award**, an unfair dismissal additional **award**.

### What is covered

If there is a reasonable chance of getting back damages or defending **your** claim successfully or another way to sort the matter out and the event which gave rise to a claim happens within the **period of insurance**, **we** will provide the cover shown in the following sections.

Any claim must occur and an action be brought within the **territorial limit**.

## Section 1 - Employment contract

### What is covered under section 1

We will pay the **costs** of defending **your** legal rights after any event which results in civil proceedings being brought against **you** by an employee over a dispute relating to a contract for permanent employment.

Once **we** have defended **your** legal rights, **we** will pay any **award** the court or tribunal orders **you** to pay.

We will provide this cover as long as **you** discuss the dispute with **Lawphone** before **you** take any action and follow the advice given.

### What is not covered under section 1

We will not provide cover for the following:

1. Any dispute which occurs within the first three months of the date this policy starts.
2. Any dispute arising in the first six months of this policy with an employee **you** have given a verbal or written warning to in the six months leading up to the date this policy starts.
3. Any dispute over redundancy.
4. Any dispute if **you** have not followed the full disciplinary procedure set out in **your** contracts of employment.
5. Anything to do with sub contracting or contracts for services with anyone who is self-employed.
6. Any dispute with a company director unless the action is brought at an employment tribunal.
7. Any dispute where **you** are accused of constructive dismissal.

## Section 2 - Property

### What is covered under section 2

We will pay the **costs** for **you** to take legal action over a dispute relating to:

- physical damage caused to **your** business premises by another person or organisation;
- physical damage caused by another person or organisation to property which **you** own or are legally responsible for and which is in or on **your** business premises; or
- **your** tenancy agreement.

### What is not covered under section 2

We will not provide cover for the following:

1. Property damage caused by mining or subsidence.
2. Disputes over rent, business rate or service charges.
3. Any damage relating to owning, driving or using a motor vehicle.

## Section 3 - Prosecution defence

### What is covered under section 3

We will pay the **costs** of defending **your** legal rights (including making an appeal against **your** conviction or sentence) after any event which results in criminal proceedings being brought against **you** for an offence arising out of **your** business activities.

We will provide this cover as long as the criminal act **you** are accused of occurred during the **period of insurance**.

### What is not covered under section 3

We will not provide cover for:

1. Any pollution incident.
2. Any prosecution relating to owning, driving or using a motor vehicle.

## Section 4 - Licence protection

### What is covered under section 4

**We** will pay the costs of defending **your** legal rights after any event which results in a hearing about withdrawing, restricting or suspending **your** business licence.

### What is not covered under section 4

**We** will not provide cover for the following:

1. Hearings arising out of a commercial decision by **you**.
2. Your first application for, or standard renewal of **your** licence.
3. Any licence appeal relating to owning, driving or using a motor vehicle.
4. Anything to do with drugs offences.
5. Anything to do with under age drinking.

## Section 5 - Tax & VAT

### What is covered under section 5

**We** will pay the costs for **you** to appeal against any terms and conditions put on **you** by the Inland Revenue or HM Customs and Excise after finishing an in-depth investigation into **your** most recent accounts for the following.

- **Your** PAYE tax arrangements.
- **Your** business tax arrangements.
- **Your** VAT arrangements.

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

- **you** have kept to the legal requirements for keeping **your** accounts and tax returns;
- **you** have made all account and tax returns within the time limits allowed; and
- **you** were VAT registered when the VAT offence **you** are accused of happened.

### What is not covered under section 5

**We** will not provide cover for the following:

1. Any investigation into criminal activities **you** are accused of.
2. Representations during an in-depth investigation.
3. Investigations started before the start date of this policy.

### What is not covered under sections 1, 2, 3, 4 or 5

**We** will not provide cover for 10% of all costs **you** cannot get back at the end of the claim.

## Section 6 - Jury service

### What is covered under section 6

If **you** have to go to court for jury service, **we** will pay your salary or wages that **you** cannot get back from the court.

The most **we** will pay is £100 a day for a maximum of 20 days.

## Section 7 - Personal Injury

### What is covered under section 7

We will pay the **costs** of **you** taking legal action against another person as a result of an event which causes **your** death or bodily injury and which occurs in the **territorial limits**. Any action arising from the event must also be brought within the **territorial limits**.

### What is not covered under section 7

We will not provide cover for the following:

1. Disputes between **you** and **your** employees.
2. Personal injury relating to driving a motor vehicle.

### What is not covered under any section

We will not provide cover for the following:

1. Any pollution incident.
2. Any prosecution relating to owning, driving or using a motor vehicle.
3. Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with the change to the year 2000 or any other date.
4. Any fines or penalties.
5. Any application for a judicial review.
6. Disputes relating to share rights.
7. Anything to do with franchise or distribution agreements.
8. Any claim to do with patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
9. Disputes between **you** and **us**, except as dealt with under condition 7.
10. **Costs we** have not agreed to in writing.
11. Any **costs** covered by another insurance policy.
12. **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
13. Any VAT which **you** can recover from elsewhere.
14. Claims directly or indirectly caused by, contributed to or arising from:
  - ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
15. Claims arising from war, invasion, riot, revolution or a similar event.
16. Disputes or claims arising from anything **you** did deliberately or recklessly.
17. Any claim while:
  - **you** are insolvent (or have committed an act of insolvency);
  - **you** have made an arrangement with the people you owe money to;
  - **you** have entered into a deed or arrangement;
  - **you** are in liquidation;
  - part or all of **your** affairs, assets or property are in the care or control of a receiver or a liquidator; or
  - there is an administration order over **your** affairs, assets or property.

## Conditions of all sections

If **you** do not keep to the conditions **we** have the right to cancel the policy, refuse any claim and withdraw from any current claims.

### 1. Change of risk

**You** must immediately tell **us** about any change in circumstance which might affect **our** liability.

**You** must also give **us** any further information **we** need and pay the appropriate extra premium or receive a refund of premium (as the case may be).

### 2. You must do the following

- a) Give **us** written details of **your** claim along with any other supporting information **we** ask for.
- b) Make **your** claim within six months of the date of the event which gave rise to the dispute.
- c) Follow the **legal representative's** advice and provide any information he or she asks for.
- d) Take every step to recover **costs** and pay them to **us**.
- e) Get **our** written permission before making an appeal.
- f) Make sure that **your legal representative** keeps to condition 3 below.

### 3. Your legal representative must do the following

- a) Get **our** written permission before instructing a barrister or expert witness.
- b) Tell **us** if, at any stage, there is no longer a reasonable chance of getting back damages or defending **your** claim successfully or another way of sorting the matter out.
- c) Tell **us** immediately if the other person or organisation in the case makes a payment into court or any offer to settle the matter.
- d) Report the result of the claim to **us** when it is finished.

### 4. We will have the right to do the following

- a) Take over and conduct, in **your** name, any claim or proceedings.
- b) Settle a claim by paying the amount in dispute.
- c) Appoint the **legal representative** in **your** name and on **your** behalf.
- d) Have any legal bill audited or assessed.
- e) Contact the **legal representative** at any time, and have access to all statements, opinions and reports.
- f) End **your** cover if, during the course of the claim, **we** think there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your** reasonable **costs** which **you** cannot get back from anywhere else.
- g) At the end of the claim, settle the **costs** covered by this policy if **you** cannot get those **costs** back from anywhere else.

### 5. Your agreements with others

**We** will not have to keep to any agreement between **you** and the **legal representative** or **you** and any other person or organisation.

### 6. Choosing the legal representative

When **you** need to start legal proceedings **you** can choose the **legal representative**.

**You** must send his or her name and address to **us**. If **we** do not agree with **your** choice, **we** will settle the matter as set out under condition 7 below.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **cost** of any claim or legal proceedings as low as possible.

## 7. Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who **you** and **we** agree to. If **we** cannot agree on an arbitrator, one will be chosen by the President of the Law Society or by the Chairman of the Bar Council.

The person the arbitrator's decision goes against will pay all the costs of arbitration. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs of arbitration.

## 8. Cancellation

**You** or **we** may cancel the policy 30 days after giving notice by recorded delivery. Cancelling the policy will not affect **your** right to claim for an event which occurred before the date the policy was cancelled.

## 9. Notices

Every notice which needs to be given under this policy must be given in writing.

- a) If **you** give **us** notice, **you** must send it to **our** head office.
- b) If **we** give **you** notice, **we** must send it to **your** last known address.

## 10. Law Applicable

Unless **we** agree otherwise:

- a) the language of the policy and all communications 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.