

Legal Expenses Insurance

Important information

Legal Advice

Property Owners 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 36043**.

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 36043**. **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 may be expected.

If **we** have not resolved 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.

The meaning of the words

If **we** explain what a word means, that word has the same meaning wherever it appears in **your** policy. These words are highlighted in bold throughout **your** policy.

Your cover

We agree to cover **you** under the terms and conditions of this policy, as long as:

- the event giving rise to the claim happened within the **territorial limit** and within the **period of insurance**;
- the premium has been paid;
- the claim will be decided by a court within the **territorial limit**.
- the claim is not covered under any other insurance policy; and
- there is a reasonable chance of recovering damages or getting another remedy or for a successful defence.

The contract between **you** and **us** is based on the proposal **you** have filled in.

The following definitions apply to all sections

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.

Period of insurance

The period shown in the schedule.

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 following definitions apply to Standard cover and Business Legal Expenses

Territorial limit

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

Territorial limit (for Personal Injury cover only)

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.

Award

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

The property

The property owned by **you** and declared to **us**.

The tenant

The person (or people) who rents the **property** from **you**.

Tenancy agreement

The agreement under which **you** let **your property** to the **tenant** on a non residential basis.

1. **Standard cover** (where specified as Insured in the Schedule)

Prosecution defence

What is covered under Prosecution defence

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**.

The most **we** will pay for all claims arising from one event is £50,000

What is not covered under Prosecution defence

We will not provide cover for the following:

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

Property

What is covered under Property

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.

The most **we** will pay for all claims arising from one event is £50,000

What is not covered under Property

We will not provide cover for the following:

1. Property damage caused by mining or subsidence.
2. Property damage relating to driving or using a motor vehicle.

2. **Business Legal Expenses** (where specified as Insured in the schedule)

Employment contract

What is covered under Employment contract

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.

The most **we** will pay for all claims arising from one event is £50,000, apart from **Awards** where the most **we** will pay for all claims arising from one event is £25,000

What is not covered under Employment contract

We will not provide cover for the following:

1. Any dispute arising in 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.

Commercial tenancy disputes

What is covered under Commercial tenancy disputes

We will pay the **costs** for **you** to take legal action over a dispute about **your** tenancy agreement.

The most **we** will pay for all claims arising from one event is £50,000.

What is not covered under Commercial tenancy disputes

We will not provide cover for disputes over rent, business rate or service charges.

Tax & VAT

What is covered under Tax & VAT

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.

The most **we** will pay for all claims arising from one event is £25,000

What is not covered under Tax & VAT

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.

Licence protection

What is covered under Licence protection

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.

The most **we** will pay for all claims arising from one event is £50,000

What is not covered under Licence protection

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.

What is not covered under Standard cover and Business Legal Expenses

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

Jury service

What is covered under Jury service

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.

Personal injury

What is covered under Personal injury

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**.

The most **we** will pay for all claims arising from one event is £50,000

What is not covered under Personal injury

We will not provide cover for the following:

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

The following conditions apply to Standard cover and Business Legal Expenses

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. You must do the following

Make **your** claim within six months from the date of the event which gave rise to the dispute.

2. Your legal representative must do the following

Tell **us** immediately if the other person or organisation in the case makes a payment into court or any offer to settle the matter.

3. Residential lettings (where specified as insured in the Schedule)

The following definitions apply to Residential lettings

The agent

Your property letting or managing agent.

The property

The property owned by **you** and declared to **us** and let to the **tenant** on a residential basis.

Guarantor

The person (or people) guaranteeing to meet the **tenant's** obligations if he or she (or they) fail to.

Rent

The amount the **tenant** must pay **you** or **the agent**, as set out in the **tenancy agreement**.

Deposit

The amount the **tenant** pays to **you** or **the agent** to cover damage to the **property**, unpaid **rent** or any other liability of the **tenant** as set out in the **tenancy agreement**.

Territorial limit

Great Britain

Tenancy agreement

The agreement under which **you** let the **property** to the **tenant**. The agreement must be signed by **you** (or the **Agent**) and the **tenant** and must be:

- 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);
- an assured shorthold tenancy (within the meaning of the Housing Act 1988 as updated and amended by the Housing Act 1996);
- a short assured tenancy or assured tenancy (as defined in the Housing [Scotland] Act 1988 and any change to that act); or
- an agreement in which the **tenant** is a limited company or the **rent** is more than £25,000 a year.

The tenant

The person (or people) who rents the **property** from **you**.

What is covered under Residential Lettings

We will pay the **costs** of **you** taking the following action against the **tenant** after he or she has broken the **tenancy agreement**.

- Taking action to evict the **tenant**.
- Recovering **rent** owed by the **tenant**, including the **cost** of up to two enforcement actions.
- Action against the **tenant** if he or she has not kept the **property** in a good state of repair. The amount in dispute must always be greater than £250.

The most **we** will pay for all claims arising from one event is £25,000.

What is not covered under Residential Lettings

We will not provide cover for the following:

1. Any claim where the amount in dispute is under £250 at any time.
2. Any dispute which happens within 3 months of the start of this policy unless the **tenancy agreement** began after the policy started.
3. Any claim arising out of a contract **you** have with any person or organisation other than the **tenant**.
4. Any claim made more than 2 months following the event giving rise to the dispute.

Conditions of Residential Lettings

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. You must do the following.

- a) Keep to all the conditions of **your** mortgage and **tenancy agreement**.
- b) Make **your** claim within 2 months of the event giving rise to the dispute.
- c) Make sure that **you** (or the **agent**) have the following from each **tenant** before the **tenancy agreement** begins:
 - One satisfactory financial or credit reference and one other satisfactory written reference.
 - A **deposit** of at least one month's **rent**.If a **guarantor** is being used **we** need these things from him or her.
- d) Make sure that **you** (or the **agent**) do the following.
 - Prepare a comprehensive inventory of the contents and condition of **the property**. This inventory must be signed by **you** (or **the agent**) and the **tenant**.
 - Check the inventory against the contents and condition of the **property**, while the **tenant** is there, at the time the **tenant** leaves the **property**. If the **tenant** leaves without warning, **you** (or the **agent**) must check the inventory as soon as **you** (or the **agent**) find out the **tenant** has left.
 - Sends letters at the following intervals to the **tenant** when **rent** is not paid:
 - i) within 7 days to find out why the **rent** has not been paid and to ask for payment; and
 - ii) after 14 days to demand payment of the **rent** and to tell the **tenant** that he or she risks losing the tenancy if the **rent** continues to be unpaid; and
 - iii) after 21 days to tell the **tenant** that legal action will be taken against him or her unless the **rent** arrears are paid within the next 7 days.
- e) These are the minimum requirements on **you** (or the **agent**) and should be included in the usual credit control procedures used by **you** (or the **agent**).

2. Your legal representative must do the following.

Tell **us** straightaway if the **tenant** makes a payment into court or any offer to settle the matter.

What is not covered under any section

We will not provide cover for the following:

1. 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.
2. Any fines or penalties.
3. Any application for a judicial review.
4. Disputes relating to share rights.
5. Anything to do with franchise or distribution agreements.
6. Any claim to do with patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
7. Disputes between **you** and **us**, except as dealt with under condition 7.
8. **Costs we** have not agreed to in writing.
9. Any **costs** covered by another insurance policy.
10. **Costs you** have paid directly to the **legal representative** or any other person without **our** permission.
11. Any VAT which **you** can recover from elsewhere.
12. 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.
13. Claims arising from war, invasion, riot, revolution or a similar event.
14. Disputes or claims arising from anything **you** did deliberately or recklessly.
15. 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) Follow the **legal representative's** advice and provide any information he or she asks for.
- c) Take every step to recover **costs** and pay them to **us**.
- d) Get **our** written permission before making an appeal.
- e) 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) 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.