

Construction Select Legal Expenses

Important Information

Legal Advice

Construction 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 36130**.

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 36130**. **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 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 **Section**, **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** opponents (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 is £50,000.

Territorial limit

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

Period of insurance

The period shown in this policy.

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 - Prosecution defence

What is covered under section 1

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

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 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 liquidator; or
 - there is an administration order over **your** affairs, assets or property.

Section Conditions

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 effect **our** liability. **You** must also give **us** further information **we** need and pay the appropriate extra premium.

You must do the following

2. 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** in **your** name and on **your** behalf.
- 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 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.