



Family Legal Protector Plus policy wording



Contents

Thank you for choosing Allianz Insurance plc. We 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 needs, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your legal representative to ensure you receive the highest levels of product and service excellence and if you need to make a claim, you can rest assured that you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

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

This document provides details of your policy and the terms and conditions that apply. Please read it carefully and keep it in a safe place.

Introduction

This insurance policy has been arranged on your behalf by Motorplus Limited t/a Coplus and is underwritten by Allianz Legal Protection a trading name of Allianz Insurance plc.

Who does it cover?

The person named as the policyholder on **your schedule**, **your** husband, wife, **partner**, children (including students temporarily living away from **home** during term time), parents and relatives who all normally live with **you** during the **period of insurance** at **your home** address shown in the **schedule**.

What criteria applies?

- The policyholder must have a valid and fully enforceable buildings and/or contents insurance throughout the duration of the family legal expenses insurance;
- The insured property must be the policyholder's main residence and must be in Great Britain, Northern Ireland, Channel Islands or the Isle of Man.

This policy wording forms **your** contract of insurance with **us**.

Please take time to read this policy to make sure that it meets **your** needs and that **you** understand the cover provided, what is not covered and the conditions. If there is anything **you** do not understand, please let **your** insurance adviser or **us** know.

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** text throughout this policy.

This cover is only operative if **you** have paid or agreed to pay the premium. **We** will cover **you** in accordance with the terms and conditions of this policy for a claim following an event that takes place during the **period of insurance** and within the **territorial limits**.

The premium **you** have paid for this policy includes insurance premium tax.

Signed on behalf of Allianz Insurance plc.



Simon McGinn
Chief Executive Allianz Commercial

Financial Services Compensation Scheme

If **Allianz** is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on **0800 678 1100** or **0207 741 4100**.

Important information

This policy has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your** policy, please let your insurance broker know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a** supply accurate and complete answers to all the questions **we**, the **Policy Administrator** or **your** broker may ask as part of **your** application for cover under the policy;
- b** to make sure that all information supplied as part of **your** application for cover is true and correct;
- c** tell **your** broker of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **your** broker asks when **you** take out, make changes to and renew **your** policy.

If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This policy must be read together with **your** current **schedule**, insurance product information document and any **endorsements** or certificates. These items together form **your** contract of insurance.

Lawphone legal helpline

Your Family Legal Protector Plus policy includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on any personal legal matter. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and **our** training purposes.

Lawphone: **0370 241 4140**
(Lines open 24 hours, 7 days a week)

When **you** call Lawphone quote the following policy reference: MP36870 along with the name of the insurance broker who sold **you** the policy. **You** will then be asked for a brief summary of the problem and these details will be passed on to an adviser who will return **your** call.

How to make a claim

If **you** need to make a claim call Lawphone on **0370 241 4140** (Lines open 24 hours, 7 days a week) and quote the policy reference MP36870.

You will be asked for a brief summary of the problem and these details will be passed onto an adviser who will call **you** back.

We will tell **you** if **we** need **you** to complete a claim form. If **we** do, **we** will send it to **you**. Please fill the claim form in and send it to:

The Claims Department
Allianz Legal Protection
PO Box 10623
Wigston
LE18 9HJ

Email: claimsvalidation@allianz.co.uk

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

If **your** claim is covered **we** will appoint the **legal representative** that **we** have agreed to in **your** name and on **your** behalf. **You** must not appoint a solicitor or any other person or organisation to deal with **your** claim.

If **you** have already seen a solicitor before **we** have accepted **your** claim in writing, **we** will not pay any fees or other expenses that **you** have incurred. **We** will only start to cover the **costs** from the time **we** have accepted **your** claim and appointed the **legal representative**.

Please see Condition 4 Freedom to choose the legal representative of Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section for an explanation of when **you** can choose the **legal representative**.

Important information about reasonable prospects of success

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this policy.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, **we** will seek the opinion of any other legally qualified adviser or other expert appropriate to **your** claim that **we** feel it is necessary to consult in order to make **our** decision.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c, 1d or 1e of Conditions that apply to Sections 1, 2, 3, 4, 5 and 6, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

Complaints procedure

Our aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm **we** have received **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 issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

Customer Satisfaction Manager
Allianz – ALP
PO Box 10623
Wigston
LE18 9HJ

Telephone: **0345 0700 886** (Line open 9am to 5pm, Monday to Friday excluding Bank Holidays)

Email: alpcomplaints@allianz.co.uk

If **your** complaint relates to a claim, It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claim reference available when **you** contact **us**.

If **your** complaint relates to the sale of this policy, please contact **your** insurance broker who sold **you** the policy.

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

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

Using **our** complaints procedure or contacting the FOS does not affect **your** legal rights.

Our regulator and insurer

This insurance is arranged by Motorplus Limited t/a Coplus and underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Motorplus Limited t/a Coplus is registered in England No 03092837 and is regulated by the Financial Conduct Authority; Financial Services Register number 309657. Registered Office: Speed Medical House Eaton Avenue, Buckshaw Village, Chorley, Lancashire, PR7 7NA

Allianz Insurance plc is registered in England No 84638 and is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority; Financial Services Register number 121849. Registered Office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**. The Privacy Statement can also be viewed online by visiting allianz.co.uk/privacy-notice.html.

The **Policy Administrator's** Privacy Statement can be viewed online at coplus.co.uk/data-privacy-notice.

Telephone calls

Please note that for **our** mutual protection telephone calls may be recorded for training and monitoring purposes.

Renewal procedure

The **period of insurance you** are covered for is shown in **your policy schedule**. If **you** wish to renew this Family Legal Protector insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

The meaning of words

Some of the words in this section have specific meanings. They have the same meaning wherever they appear in bold text throughout this section.

Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Your** opponent's legal **costs** and expenses incurred in a **civil case** which **you** are ordered to pay by a court, or which **you** pay to **your** opponent with **our** written agreement.

We will only pay **costs** which are necessary and in proportion to the value of **your** claim. If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary and in proportion to the value of **your** claim, **we** will have those **costs** assessed in accordance with General Condition 3f of General Conditions that apply to Events 1, 2, 3, 4, 5 and 6 of this section.

We will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

We will pay **costs** at the end of **your** claim and not on an interim basis.

Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Date of occurrence

- 1 For Event 6 – Tax investigations, the date of occurrence is when **HMRC** first notifies **you** in writing with the intention to make enquiries.
- 2 For all other Events, the date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the date of the first of these events. This is the date the event happened, which may be before the date **you** first became aware of it.

Endorsement

Changes to the terms and conditions of **your** policy which will be shown in **your schedule**.

HMRC

HM Revenue & Customs.

Home

The private residence that **you** permanently live in, as shown in **your** current household **schedule**.

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this section.

Partner

A person **you** have a continuous relationship with and who lives with **you** in the same **home**.

Period of insurance

The period **you** are covered as shown on **your schedule**.

Policy

The policy booklet, **your** policy **schedule** and any applicable **endorsements** and amendment notices that may apply.

The meaning of words (continued)

Policy Administrator

Motorplus Limited t/a Coplus and whose trading address is Floor 2, Norfolk Tower, 48-52 Surrey Street, Norwich NR1 3PA.

Reasonable Prospects of Success

There are reasonable prospects of success if, at all times during **your** legal action against your opponent, or dispute arising from an **HMRC** enquiry, it is more likely than not that:

- a court would:
 - i** decide the legal action under Events 1, 2, 3, 4 or 5 in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
 - ii** award **you** a more favourable settlement than has already been offered by **your** opponent;
- **you** will be successful in resolving, in **your** favour, the dispute arising from the **HMRC** enquiry under Event 6

and

- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

We explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' in this section.

Schedule

A printed document showing the **period of insurance**, the sums insured or limits of indemnity and any **endorsements** that apply to **your policy**.

Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

Tax avoidance scheme

Any matter which is notifiable to **HMRC** under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS).

Territorial limit

The **territorial limit** for Event 1 Personal injury is Great Britain, Northern Ireland, Channel Islands, Isle of Man, Andorra, Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey and the Vatican City.

The **territorial limit** for Event 2 Clinical negligence disputes, Event 3 Consumer contract, Event 4 Property Disputes, Event 5 Property Damage, Event 6 Tax Investigations and Event 7 Jury Service is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your

The person named as the policyholder on **your schedule**, **your** husband, wife, **partner**, children (including students temporarily away from **home** during term time), parents and relatives who all normally live with **you** during the **period of insurance** at **your home** address shown in the **schedule**.

Cover provided

This section provides the cover and telephone helplines described under Events 1 to 7. In addition to the terms described for each Event, the General exclusions and the General conditions apply to all Events under this section.

Event 1 – Personal injury

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent arising from a sudden and specific event that **we** and the **legal representative** agree is not **your** fault and which causes **your** death or bodily injury.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the event happens within the **territorial limit** and during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from **your** death or bodily injury is £100,000.

What is not covered

- 1 any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)
- 2 any claim arising from **you** driving a motor vehicle.
- 3 any claim arising from medical treatment or care.

Event 2 – Clinical negligence disputes

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent arising from a single negligent act of surgery, clinical or medical procedure which causes **your** death, bodily injury or illness.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- the medical procedure first occurred during the **period of insurance** and took place within the **territorial limit**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising out of the same treatment, which leads to **your** death or bodily injury is £100,000.

What is not covered

- 1 **we** will not provide cover for any claim which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)
- 2 alleged failure to correctly diagnose any medical condition.

Cover provided (continued)

Event 3 – Consumer contract

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a contract **you** have for:

- buying, selling or renting goods; or
- buying services; or
- buying or selling **your home**.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

What is not covered

- 1 any dispute which starts within three months of the date **you** first take out this section, unless the claim is for goods or services **you** bought after **you** first take out this section. (This does not apply if **you** had the same cover under another policy up to the date **you** first take out this section.)
- 2 disputes for amounts less than £250.
- 3 anything to do with motor vehicles or their parts and accessories.

- 4 anything to do with building, converting or extending **your home**, or any other property that **you** own.
- 5 anything to do with work carried out on any land or buildings that are not **your permanent home**.
- 6 any dispute over the amount of money or other compensation due under an insurance policy.
- 7 any dispute arising from a contract **you** have for any:
 - i pension, savings or investments of any kind; or
 - ii relating to any mortgage, loan agreement or any other consumer credit scheme; or
 - iii other arrangement **you** have with a bank, building society or credit provider
- 8 any dispute arising from the buying or selling of any land or property that is not part of **your home** (this does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or property).
- 9 any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
- 10 anything to do with a contract arising from or associated with **your** business, trade, profession or any commercial venture.
- 11 any dispute with any local authority, public authority or any government department.
- 12 any dispute arising from an application for planning permission.

Cover provided (continued)

Event 4 – Property Disputes

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from a breach of **your** legal rights to do with owning or using **your home**.

The cover provided by this event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute to do with **your home** is £100,000.

What is not covered

We will not provide cover for the following.

- 1 any dispute relating to any land or building that is not **your home**.
- 2 any dispute arising out of the occupation of **your home**, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.
- 3 any dispute with any local authority, public authority or any government department.
- 4 any dispute arising from an application for planning permission.
- 5 any dispute relating to physical damage to **your home** or property which **you** own or are legally responsible for and which is in or on **your home**.
- 6 any dispute relating to subsidence, ground heave, landslip, mining or quarrying.

Event 5 – Property damage

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent in a dispute arising from an event which causes any of the following.

- Physical damage to **your home**.
- Physical damage to property which **you** own or are legally responsible for, and which is in or on **your home**.

The cover provided by this Section also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- **your home** is within the **territorial limits**; and
- the legal action is brought within the **territorial limits**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute following damage to **your home** or property is £100,000

What is not covered

We will not provide cover for the following:

- 1 any dispute with any local authority, public authority or any government department.
- 2 any dispute relating to any land or building that is not **your home**.
- 3 any dispute relating to subsidence, ground heave, landslip, mining or quarrying
- 4 property damage arising from any contract **you** have with another person or organisation.
- 5 property damage arising from **you** driving or using a motor vehicle.

Cover provided (continued)

Event 6 – Tax Investigations

What is covered

We will pay the **costs we** have agreed to for representing **you** in any appeal proceedings following a formal aspect or full enquiry into **your** personal income tax position by **HMRC**.

We will provide this cover as long as:

- **You** have maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty;
- provided all information that HM Revenue and Customs reasonably required;
- **reasonable prospects of success** exist in any dispute arising from an enquiry by **HMRC**.

The most **we** will pay for all claims arising from the same enquiry is £100,000.

Event 7 - Jury Service

We will pay **your** net salary or wages as an employee, less any amount payable by the court or which is recoverable from **your** employer, for the time that **you** are absent from work during the **period of insurance** on jury service. The amount **we** will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total.

We will calculate the amount payable based on the duration of **your** unpaid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250th of **your** total annual pay. Where **you** work part-time, the amount **we** pay will be reduced on a pro-rata basis.

What is not covered

We will not provide cover for any enquiry by **HMRC** relating to:

- 1 claims where deliberate misstatements or omissions have been made to **HMRC**;
- 2 claims where the Special Compliance Office is investigating **your** affairs;
- 3 any alleged or suspected tax fraud or criminal matters;
- 4 claims which relate to **your** business, trade or profession including income earned by **you** as a self-employed person;
- 5 claims in respect of income or gains which have been under declared because of false representations or statements by **you**;
- 6 where the enquiry happens only because **you** have been investigated before;
- 7 a **Tax Avoidance Scheme**;
- 8 IR35 legislation;
- 9 provisional entries in **your** returns;
- 10 any claims made less than 60 days from the date of inception of this **policy** unless comparable insurance was previously in place and cover continues uninterrupted.

General exclusions

In addition to the exclusions described in 'What is not covered' by each Event, we will not provide cover under any of Events 1, 2, 3, 4, 5 and 6 for the following.

- 1 Any claim which **you** report to **us**:
 - a where the **date of occurrence** is before the date of inception of **your** policy;
 - b that is not notified to **us** as soon as is reasonably practicable after the **date of occurrence** if **we** suffer prejudice due to the late notification;
- 2 Any **costs**:
 - a incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
 - b **we** have not agreed to in writing;
 - c **you** have paid directly to the **legal representative** or any other person without **our** permission;
 - d relating to an appeal following a decision by a court in respect of **your** legal action unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
 - e that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during **your** legal action.
- 3 Any money that **you** have to pay under a contract **you** have with the **legal representative** where the amount of that money is determined by the amount of:
 - a legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
 - b **damages you** receive from **your** opponent.

These types of contracts are often referred to as conditional fee agreements or damages-based agreements.

- 4 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.
- 5 Any fines or other penalties awarded against **you** by a court.
- 6 Disputes between **you** and:
 - a any other person covered by this section; or
 - b someone **you** live with or have lived with.
- 7 Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.
- 8 Any costs and expenses arising from or relating to:
 - a judicial review;
 - b any other challenge to any existing or proposed legislation
 - c coroner's inquest;
 - d fatal accident inquiry
- 9 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.
- 10 Disputes between **you** and **us**.
- 11 Any actual or potential dispute or **HMRC** investigation that **you** were aware of, or should have been aware of before the cover under this section started.
- 12 If **you** are a trade union member and its benefits provide cover for **your** claim e.g. under legal services;

General exclusions (continued)

- 13** Any claim relating to alleged violence or alleged dishonesty on **your** part;
- 14** Claims arising from or associated with **your** business, trade or profession or any other commercial venture;
- 15** Any claim in respect of which **you** are entitled to an indemnity or contribution under any other insurance policy
- 16** Claims directly or indirectly caused by, contributed to or arising from:
 - a** ionising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or
 - b** the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.
- 17** Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

General conditions

You must keep to the Conditions to have the full protection of **your** Legal Expenses section.

1 Action you must take

You must:

- a** make **your** claim as soon as is reasonably practicable after the **date of occurrence**;
- b** not appoint a **legal representative** to represent **you** in **your** legal action;
- c** at all times throughout **your** legal action give the **legal representative** and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation;
- d** follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend;
- e** not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**;
- f** get **our** written agreement before making or defending an appeal against the decision of a court in respect of **your** legal action;
- g** instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this section to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;
- h** instruct the **legal representative** to keep to Condition 2 below.

2 Action the legal representative must take

The **legal representative** must:

- a** get **our** written permission before instructing a barrister or, other legally qualified advisor or expert in respect of **your** legal action;
- b** tell **us** at the first opportunity once he or she becomes aware of any information or development which will more likely than not mean that:
 - **reasonable prospects of success** no longer exist; or
 - the **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;
- c** tell **us** at the first opportunity once he or she becomes aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;
- d** report the result of **your** legal action to **us** at the first opportunity after it is finished;
- e** take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

3 Our rights

We will have the right to:

- a** appoint the **legal representative** in **your** name and on **your** behalf.
- b** take over and conduct, in **your** name, any claim or proceedings:
 - before a **legal representative** has been appointed; or
 - that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.
- c** contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.

General conditions (continued)

- d** appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for his or her opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.
- e** end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.
- f** have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.
- g** settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)
- h** settle the **costs** covered by this section at the end of **your** legal action.

4 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of his or her professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**.

If **we** agree to appoint a **legal representative** that **you** choose, he or she will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General Condition 9 Disputes of this Legal Expenses section.

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

5 Your Cancellation rights

The policyholder named in the **schedule** has the right to immediately cancel the **policy** within 14 days of the commencement of cover or the receipt of **policy** documentation, whichever is the later (this period is referred to as the "cooling off period"). The policyholder should exercise this right by contacting their insurance broker. If the policyholder does exercise their right to cancel during the "cooling off period", and provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current **period of insurance**, the policyholder will be entitled to a return of premium.

If the "cooling off period" has expired, the policyholder may cancel the **policy** during the **period of insurance** by giving 14 days' notice to their insurance broker. If this **policy** is cancelled by the policyholder after the 14 day cooling off period no return premium will be given.

General Conditions (continued)

Our Cancellation Rights

We can cancel this section by giving **you** 30 days' notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person who has taken out this section knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General Condition 12 Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

You cannot make a claim for an event which occurred after the date this **policy** was cancelled, but cancelling this **policy** will not affect **your** right to claim for an event which occurred before the date this **policy** was cancelled.

Every notice to cancel this **policy** must be given by writing to, telephoning or emailing the insurance broker who deals with **your** household policy. If **we** give **you** notice, **we** will send it to **your** last known address.

6 Communications

All notices and communications from **us** or **our** representatives to the policyholder will be deemed to have been duly sent if sent to the policyholder's last known address or, in relation to any matters arising out of any claim, if sent to the **Legal Representative**.

All notices and communication from the policyholder to **us** should be sent to:

Allianz Legal Protection
Allianz-ALP
PO Box 10623
Wigston
LE18 9HJ
United Kingdom

Telephone: **0370 243 4340** (open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

Email: alpenquiries@allianz.co.uk

7 Changes during the period of insurance

If **we** need to make changes to this **policy**, **we** will normally only do this at **your** next renewal date.

We will not change this section during the **period of insurance** unless:

- **we** are required to do so because of a change in any law applicable to this section; or
- **we** are told to do so by **our** industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- a service provided under this section by any organisation other than **us** is no longer available and **we** must:
 - change the provider of the service; or
 - change the service; or
 - remove the service.

If **we** do need to change this **policy**, **we** will give **you** 30 days' notice in writing of the change and how it will affect **you**.

8 Other insurances and cover

If **you** have another insurance policy, service contract or membership that provides cover for a claim **you** have made under this section, **we** will only pay **our** share of the **costs** of the claim.

9 Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all of the costs of the arbitration those costs will not be covered by this section.

General Conditions (continued)

10 Your agreements with others

We will not be bound by any agreement between **you** and:

- the **legal representative**; or
- any other person or organisation.

11 Law and language of this section

Unless **we** agree otherwise:

- the language of this section and all communications relating to it will be in English;
- English law will apply to this contract of insurance.

12 Fraud

If **you** or anyone acting on **your** behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- d** makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused;

we will:

- refuse to pay the whole of the claim; and
- recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **you** will:

- a** have no cover under the **policy** from the date of the termination; and
- b** not be entitled to any refund of premium.

13 Rights of parties

A person or company who is not a party to this section has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this section, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14 Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). 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**.

Privacy Notice Summary

Please find below a summary of our Privacy Notice.
The full notice can be found on the Allianz UK website:
allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:

Telephone: **0208 231 3992**
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:

Telephone: **0330 102 1837**
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz,
57 Ladymead, Guildford,
Surrey, GU1 1DB

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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.