



Allianz Insurance plc

# Legal Expenses

Policy  
**Legal Protection**

**Allianz** 

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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 insurance advisor 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.

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

**Important**

This document provides details of your section and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.



# Introduction

This is **your** Legal Expenses section.

Please take time to read this section 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 contact **us** on 0330 102 1781 and **our** Customer Service team will be pleased to help.

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

This Legal Expenses section together with **your** Home Insurance policy wording and policy **schedule** forms **your** contract.

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

Signed on behalf of Allianz Insurance plc



Jonathan Dye  
Chief Executive

## Financial Services Compensation Scheme

If **we** are unable to meet **our** liabilities **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk) or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

## Your Section Wording

### Lawphone

**Your** section 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

When **you** call Lawphone quote the policy reference which is shown under the Legal Expenses section on **your schedule**. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

# Legal Expenses

Your schedule will show if this section is insured by your policy.

Cover under this section is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

## How to make a claim

If you need to make a claim call Lawphone on 0370 241 4140 and quote the policy reference which is shown under the Legal Expenses section on your schedule. You will be asked for a brief summary of the problem and these details will be passed onto an advisor 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  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom

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

If your claim is covered we will appoint the legal representative or mediator 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 or mediator 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 or mediator.

Please see Condition 4 Freedom to choose the legal representative of Conditions that apply to Events 1, 2, 3 and 4 on page 8 of this section for an explanation of when you can choose the legal representative.

If we have agreed to appoint a legal representative that you choose, You must pay the £250 excess by cheque made out to Allianz Legal Protection. We will not appoint the legal representative until you have paid the excess. We will always choose the mediator if you make a claim under Event 5 Mediation.

If we decline your claim following payment of the excess, a refund of that excess payment will be made to you, unless we have had to incur costs in order to decide if your claim is covered.

Where we need to incur costs in order to decide if your claim is covered, or costs cannot be recovered from your opponent at the end of your claim, if those costs are less than the amount of the excess payment received, we will send you a refund for the difference between the two figures.

## 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 section.

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 advisor 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 or 1d of Conditions that apply to Events 1, 2, 3 and 4 on page 7 of this section, 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.

## How to make a complaint

**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 Legal Protection,  
2530 The Quadrant,  
Aztec West,  
Bristol  
BS32 4AW.  
Tel: 0345 0700 886  
Email: legalprotection@allianz.co.uk

**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: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 0234567 or 0300 1239123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If **you** choose to submit **your** complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit [ec.europa.eu/odr](http://ec.europa.eu/odr) to access the Online Dispute Resolution Service. Please quote our e-mail address: [allianzretailcomplaints@allianz.co.uk](mailto:allianzretailcomplaints@allianz.co.uk)

Alternatively, **you** can contact the Financial Ombudsman Service directly.

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

## The meaning of words

Some of the words in this section have specific meanings. These are explained below and under Event 5 Mediation on page 9 of this section. They have the same meaning wherever they appear in **bold** text throughout this section.

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

**Partner** – Someone **you** are married to or live with as if **you** are married.

**Period of insurance** – The period shown in **your** policy **schedule**.

**Schedule** – A printed document showing the sections of the policy **you** have chosen, the sums insured or limits of indemnity and any special terms that apply to **your** policy.

**We, Us, Our, Allianz** – Allianz Legal Protection, a trading name of Allianz Insurance plc.

**You, your** – The person or persons named in **your** current certificate of **your** household policy schedule who has taken out this section and his or her **partner**, children, parents and parents-in-law who permanently live at the **home**.

**The meaning of the following words only apply to Events 1,2, 3 and 4 of this Legal Expenses 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.

- **Employment tribunal fees** under Event 4 Employment tribunal disputes, that **you** have to pay and which cannot be recovered 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 **employment tribunal**, 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 Condition 3f of Conditions that apply to Events 1, 2, 3 and 4 on page 8 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**.

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

**Excess** – The amount **you** have to pay if **we** agree to appoint a **legal representative** that **you** choose.

**Employment tribunal** – An independent judicial body that has been established to resolve disputes between **you** and **your** employer over **your** employment rights.

**Employment tribunal fees** – Money that **you** must pay, or **your legal representative** must pay on **your** behalf, in order to take **your** dispute with **your** employer to an **employment tribunal**.

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

**Reasonable Prospects of Success** – There are reasonable prospects of success if, at all times during **your** legal action against **your** opponent, it is more likely than not that:

- a court or **employment tribunal** would:
  - decide the legal action under Events 1, 2, 3 or 4 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
  - award **you** a more favourable settlement than has already been offered by **your** opponent;

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**' on page 2 of this section.

**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.

**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 and Event 4 Employment tribunal disputes is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

# Cover provided

This section provides the cover and telephone helplines described under Events 1 to 5. In addition to the terms described for each Event, the General exclusions on page 10 and the General conditions on pages 10-11 apply to all Events under this section.

| What is covered  | What is not covered   |
|--|---|
| <p><b>Event 1 – Personal injury</b></p> <p>We will pay the <b>costs</b> of <b>you</b> taking legal action against <b>your</b> opponent arising from an event that <b>we</b> and the <b>legal representative</b> agree is not <b>your</b> fault and which causes <b>your</b> death or bodily injury.</p> <p>The cover provided by this Event also includes the <b>costs</b> of making or defending an appeal following a decision by a court in respect of <b>your</b> legal action.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> <li>the event happens within the <b>territorial limit</b> and during the <b>period of insurance</b>; and</li> <li>the legal action is brought within the <b>territorial limit</b>; and</li> <li><b>we</b> have given <b>our</b> written agreement to <b>you</b> making or defending an appeal following a decision by a court in respect of <b>your</b> legal action; and</li> <li><b>reasonable prospects of success</b> exist.</li> </ul> <p>The most <b>we</b> will pay for all claims arising from <b>your</b> death or bodily injury is £50,000.</p>   | <ol style="list-style-type: none"> <li>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 <b>your</b> death or bodily injury.)</li> <li>Any claim arising from <b>you</b> driving a motor vehicle.</li> <li>Any claim arising from medical treatment.</li> </ol> |
| <p><b>Event 2 – Clinical negligence disputes</b></p> <p>We will pay the <b>costs</b> of <b>you</b> taking legal action against <b>your</b> opponent arising from:</p> <ul style="list-style-type: none"> <li>medical treatment or care received by <b>you</b>; or</li> <li>the failure to provide <b>you</b> with adequate medical treatment or care</li> </ul> <p>which causes <b>your</b> death or bodily injury.</p> <p>The cover provided by this Event also includes the <b>costs</b> of making or defending an appeal following a decision by a court in respect of <b>your</b> legal action.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> <li>the medical treatment, series of medical treatments, care or failure to provide adequate treatment or care first occurred during the <b>period of insurance</b> and took place within the <b>territorial limit</b>; and</li> <li>the legal action is brought within the <b>territorial limit</b>; and</li> <li><b>we</b> have given <b>our</b> written agreement to <b>you</b> making or defending an appeal following a decision by a court in respect of <b>your</b> legal action; and</li> <li><b>reasonable prospects of success</b> exist.</li> </ul> <p>The most <b>we</b> will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to <b>your</b> death or bodily injury is £50,000.</p> | <ol style="list-style-type: none"> <li><b>We</b> 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 <b>your</b> death or bodily injury.)</li> </ol>   |

## What is covered

### Event 3 – Consumer contract

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.

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 £50,000.

### Event 4 – Employment tribunal disputes

We will pay the **costs** of **you** taking legal action against **your** employer at an **employment tribunal** in a dispute arising from a breach of **your** contract of full-time employment or permanent part-time employment (this includes the breach of any legal rights **you** have relating to **your** contract of employment). The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by an **employment tribunal** 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 an **employment tribunal** 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 of employment is £50,000.

## 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 £100.
- 3 Anything to do with motor vehicles or their parts and accessories.
- 4 Anything to do with building, converting or extending **your home**.
- 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 loan, mortgage or other borrowing; 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 (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 for **your** business activities.
- 11 Any dispute with any local authority, public authority or any government department.
- 12 Any dispute arising from an application for planning permission in respect of **your home** or any other land or property that **you** own.

- 1 Any legal action against **your** employer that is not dealt with by an **employment tribunal**.
- 2 Any costs or expenses that **you** incur in relation to any disciplinary action, grievance hearing or investigation by **your** employer arising out of **your** contract of employment.
- 3 Any costs or expenses that **you** incur in relation to any compromise or settlement agreement to do with the way **your** contract of employment is ended.
- 4 Any dispute which starts in the first **period of insurance** if that dispute arises from a verbal or written warning **you** were given in the six months leading up to the date **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.)
- 5 Anything to do with subcontracting or a contract for services if **you** are self-employed.
- 6 Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if **your** dispute with **your** employer is to do with discrimination against **you**.)
- 7 Any dispute which is only about the amount of redundancy pay.

## What is not covered by Events 1, 2, 3 and 4

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 and 4 for the following.

- 1 An **excess** of £250 for each claim where **we** agree to appoint a **legal representative** that **you** choose.
- 2 Any **costs**:
  - incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;
  - **we** have not agreed to in writing;
  - **you** have paid directly to the **legal representative** or any other person without **our** permission;
  - relating to an appeal following a decision by a court or **employment tribunal** in respect of **your** legal action unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;
  - 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:
  - legal costs and expenses incurred by the **legal representative** in respect of **your** claim; or
  - **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 or **employment tribunal**.
- 6 Disputes between **you** and:
  - any other person covered by this section; or
  - 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 dispute arising from:

- an application for a review of the way that a decision has been made by a government authority, local authority or other public body (this is normally referred to as a judicial review); or
- any other challenge to any existing or proposed legislation.

9 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.

## Conditions that apply to Events 1, 2, 3 and 4 of this Legal Expenses section

**You** must keep to the Conditions to have the full protection of **your** Legal Expenses section. If **you** do not, and the Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse the claim or withdraw from any current claim. If **you** do not keep to Condition 1c, 1d or 1e below **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your** legal action unless **we** agree to appoint another **legal representative** to continue **your** claim.

1 **You must:**

- a make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
- 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 or **employment tribunal** 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 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 We will have the right to do the following.

- 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.
- 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 or **employment tribunal** **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 or **employment tribunal**.

**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**. Other than where such a conflict of interest has arisen, if **we** agree to appoint **your** chosen **legal representative**, **you** must pay a £250 **excess**. **You** must pay the **excess** at the start of **your** claim. 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 e Disputes on page 11 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.

## Event 5 – Mediation

The meaning of the following words only apply to Event 5 of this Legal Expenses section

**Costs** – Where **we** have given **our** written agreement, **we** will pay the professional fees and expenses charged by the **mediator** on **your** behalf. This cover also includes the professional fees and expenses that the **mediator** will charge the other side.

**Mediation** – Mediation is an alternative to legal action. It allows **you** to talk to **your** opponent in a dispute and find a solution, without going through the courts. Both sides must agree to take part and there is no guarantee that **you** will reach a solution.

**Mediator** – The mediator is an independent and qualified person who will help **you** and **your** opponent to reach an agreement. Both **you** and **your** opponent must agree on the **mediator**, or else the **mediation** cannot take place. The **mediator** does not have the power to make **you** or **your** opponent reach an agreement.

**Territorial limit** – Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

### What is covered

#### Event 5 – Mediation

We will pay the **costs** of up to five hours of **mediation** between **you** and **your** opponent, for a dispute over the following.

- The boundary of **your home**.
- Noise.
- Access to **your home**.

We will provide this cover as long as:

- the dispute relates to **your home**;
- the dispute started within the **period of insurance**; and
- **your home** is within the **territorial limit**.

The most **we** will pay for all claims arising from one mediation is £2,000.

### What is not covered

We will not provide cover for the following.

1. Any **costs**:
  - incurred before **we** have accepted **your** claim in writing and appointed the **mediator**;
  - **we** have not agreed to in writing;
  - **you** have paid directly to the **mediator** or any other person without **our** permission.
- 2 Any dispute with any local authority, public authority or any government department

## Conditions that apply to Event 5

**You** must keep to the Conditions to have the full protection of this Event. If **you** do not, and the Condition **you** have not kept to relates to a claim **you** have made, **we** may refuse the claim or withdraw from any current claim. If **you** do not keep to Condition 1c, 1d or 1e below **we** will recover any **costs** from **you** that **we** have paid or incurred in respect of **your mediation** unless **we** agree to appoint another **mediator** to continue the **mediation**.

### 1 You must:

- a make **your** claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred;
- b not appoint a **mediator** to deal with **your mediation**;
- c at all times throughout **your mediation** give the **mediator** and **us** all reasonable help and provide a complete, accurate and truthful account of all of the circumstances that are relevant to **your** dispute 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 co-operate fully with the **mediator** and **us** at all times during **your mediation**. This will include going to all **mediation** meetings or other appointments that the **mediator** asks **you** to attend;
- e not withdraw **your** claim from the **mediator** without the written agreement of **us** and the **mediator**.

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

- a Choose and appoint the **mediator**.
- b Contact the **mediator** at any time and have access to all statements, opinions, reports or any other documents relating to **your mediation**.
- c Settle **your mediation** 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 the **mediator**, that **we** have decided to settle **your mediation**.
- d Settle the **costs** covered by this Event of the section at the end of **your** claim.
- e End **your** claim and recover any **costs** from **you** which **we** have already paid or agreed to pay if the **mediator** refuses to continue the **mediation** with good reason unless **we** agree to appoint another **mediator** to continue **your mediation**.

## General exclusions

- a Disputes between **you** and **us**.
- b Any actual or potential dispute, that **you** were aware of, or should have been aware of before the cover under this section started.
- c Any claim which **you** report to **us** more than six months after the event, or series of events, which gave rise to the dispute first occurred.
- d 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.
- e Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

## General conditions

### a Cancellation rights

**You** may cancel this section within 14 days of receiving this section wording. **You** can do this by writing, telephoning or emailing **us** at the address shown below or by contacting the broker or intermediary who deals with **your** home policy. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** can cancel this section by giving **us** 30 days' notice. If **you** cancel this section during this time, **you** will not be entitled to a refund of the money **you** have paid.

**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 h 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 section was cancelled, but cancelling this section will not affect **your** right to claim for an event which occurred before the date this section was cancelled.

Every notice to cancel this section must be given by writing to, telephoning or emailing **us** at **our** address shown below or by contacting the broker or intermediary who deals with **your** household policy. If **we** give **you** notice, **we** will send it to **your** last known address.

**Our** address is:

Allianz Legal Protection  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom.  
Phone: 0370 243 4340  
alpenquiries@allianz.co.uk

#### **b Notices**

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

If **you** give **us** notice, **you** must send it to **our** address shown in General condition a above. If **we** give **you** notice, **we** must send it to **your** last known address.

#### **c Changes during the period of insurance**

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

#### **d 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.

#### **e 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.

#### **f Your agreements with others**

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

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

#### **g 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.

#### **h 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.

**i 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.

# Data protection

Allianz Insurance plc is part of the Allianz global group of companies ("Allianz"). Personal data (including sensitive personal data about health or medical conditions) may be used by **us** for the purposes set out in this document.

By providing personal information (including any sensitive health and medical information) to **us**, **you** consent to its use as described in this document. By giving **us** information about another individual, **you** confirm that **you** have that individual's permission to provide it to **us** for use as described in this document.

## How we will use your data

**We** may use **your** data for the following purposes.

- To administer this section, including claims processing and payment.
- To make decisions on whether to provide insurance cover.
- To prevent and investigate crime, including fraud and money laundering.
- To comply with any legal and regulatory requirements.

Calls to **us** may be monitored or recorded for **our** mutual security, for consistent quality of service and for staff training.

**We** may transfer personal data to countries outside of the European Economic Area for the above purposes, or to other countries and territories which may not offer the same level of data protection as the United Kingdom. If **we** do so, **we** will ensure an adequate level of protection for **your** information.

## Who do we share data with?

Personal data may be shared with Allianz in the United Kingdom and **our** service providers and agents for the purposes set out in this document. **We** may also share **your** personal data with brokers, other insurance organisations, professional advisors and mediation companies. Personal data will also be shared with other third parties if required by law.

To check the information **you** have provided, and to detect and prevent fraudulent claims, information (including details of any injuries) may be put on registers of claims and shared with other insurers. **We** may search these registers to detect and prevent fraud.

If **our** business (or any part of it) is sold or transferred at any time, the information **we** hold may form part of the assets sold or transferred, although will still only be used for the purposes set out in this section. **We** may also disclose information **we** hold about **you** to a potential seller or buyer of any of **our** companies or parts of **our** business on a strictly confidential basis.

## Access to your personal information

Individuals have the right to request a copy of the personal data that is held about them, and to ask for any inaccuracies to be corrected (for a small charge). Please contact **our** Customer Satisfaction Manager at Allianz Legal Protection, 2530 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AW or e-mail: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk).

[www.allianz.co.uk](http://www.allianz.co.uk)

Allianz Legal Protection is a trading name of Allianz Insurance plc (Registered in England No 84638),  
Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB, United Kingdom. Allianz Insurance plc is authorised by the  
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Financial Services Register No. 121849.

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