



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 (Lines are open 9am to 5pm, Monday to Friday excluding Bank Holidays) 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, by emailing 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
(Lines open 24 hours, 7 days a week)

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 (Lines open 24 hours, 7 days a week) 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 – ALP
PO Box 10623
Wigston
LE18 9HJ

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 – ALP
 PO Box 10623
 Wigston
 LE18 9HJ
 Tel: 0345 0700 886 (Line open 9am to 5pm, Monday to Friday excluding Bank Holidays)
 Email: alpcomplaints@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
 Telephone: 0800 0234567 or 0300 1239123
 Email: 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 to access the Online Dispute Resolution Service. Please quote our e-mail address: 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:
 - i 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
 - ii 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>Event 1 – Personal injury</p> <p>We will pay the costs of you taking legal action against your opponent arising from an event that we and the legal representative agree is not your fault and which causes your death or bodily injury.</p> <p>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.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> • 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. <p>The most we will pay for all claims arising from your death or bodily injury is £50,000.</p>	<ol style="list-style-type: none"> 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.
<p>Event 2 – Clinical negligence disputes</p> <p>We will pay the costs of you taking legal action against your opponent arising from:</p> <ul style="list-style-type: none"> • medical treatment or care received by you; or • the failure to provide you with adequate medical treatment or care <p>which causes your death or bodily injury.</p> <p>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.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> • the medical treatment, series of medical treatments, care or failure to provide adequate treatment or care 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. <p>The most we will pay for all claims arising out of the same treatment or care, or failure to provide adequate treatment or care, which leads to your death or bodily injury is £50,000.</p>	<ol style="list-style-type: none"> 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.)

What is covered	What is not covered
<p>Event 3 – Consumer contract</p> <p>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:</p> <ul style="list-style-type: none"> • buying, selling or renting goods; or • buying services. <p>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.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> • 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. <p>The most we will pay for all claims arising from the same dispute under your contract is £50,000.</p>	<ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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.
<p>Event 4 – Employment tribunal disputes</p> <p>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.</p> <p>We will provide this cover as long as:</p> <ul style="list-style-type: none"> • 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. <p>The most we will pay for all claims arising from the same dispute under your contract of employment is £50,000.</p>	<ol style="list-style-type: none"> 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.

- 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.

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 – ALP
PO Box 10623
Wigston
LE18 9HJ
Phone: 0370 243 4340 (Lines are open 9am to 5pm,
Monday to Friday excluding Bank Holidays)
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.

Fair Processing Notice – how we use personal information

1 Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc.

When **we** say “**you**” and “**your**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim including claimants and witnesses.

2 How we use personal information

We use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims, deal with complaints and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information if **we** have received **your** specific consent.

You are not obliged to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

You have the right to object to us using your personal information.

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

Further details can be found below.

3 Marketing

We use **your** personal information to market products and services to **you**.

Our marketing activities may include:

- providing information to **you** about products and services by telephone, post, email and SMS, **we** will either do this ourselves or use third party partners to do it for **us**

- working with selected partners to display relevant online advertisements to **you**, and to **our** other customers, on third party websites and social media platforms. To do this, **we** may provide **our** partners with some of **your** personal information in an encrypted format, which they use only to identify the appropriate audiences for **our** advertisements.

We ensure that **our** partners delete this information once the advertisement audiences have been identified, and do not use the information for their own purposes.

If you do not wish to receive marketing information about our products and services you can tell us at any time by using the contact details found in section 10, “Know your rights”.

4 Automated decision making, including profiling

We may use automated decision making, including profiling, to assess insurance risks, detect fraud, and administer **your** policy. This helps **us** decide whether to offer insurance, determine prices and validate claims.

If **you** disagree with the outcome of an automated decision please contact **us** using the details in section 10.

5 The personal information we collect

We collect the following types of personal information about **you** so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type
- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to **your** policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to **your** policy or claim
- criminal convictions if it is relevant to **your** policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities if it is relevant to **your** policy or claim.

Fair Processing Notice – how we use personal information (continued)

6 Where we collect personal information

From **you, your** representatives or from information **you** have made public, for example on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- veterinary practices, animal charities and breeders
- insurance industry registers and databases used to detect and prevent insurance fraud, for example the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide services for **our** products
- other involved parties, for example claimants or witnesses.

7 Sharing personal information

We may share **your** personal information with:

- other companies within the global Allianz Group www.allianz.com
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example vehicle repairers, veterinary advisors, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS) and other companies that provide services to **us** or **you**, for example the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event **we** wish to sell all or part of **our** business.

8 Transferring personal information outside the UK

We use servers located in the European Union (EU) to store **your** personal information where it is protected by laws equivalent to those in the UK. **We** may transfer **your** personal information to other members of the global Allianz Group to manage **your** insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCRs) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. If **you** would like more information about the BCRs please contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for **your** personal information.

9 How long we keep personal information

We keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

10 Know your rights

You have the right to:

- object to **us** using **your** personal information. **We** will either agree to stop using it or explain why **we** are unable to (the right to object)
- ask for a copy of the personal information **we** hold about **you**, subject to certain exemptions (data subject access request)
- ask **us** to update or correct **your** personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete **your** personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the use of **your** personal information in certain circumstances (the right of restriction)
- ask for a copy of the personal information **you** provided to **us**, so **you** can use it for **your** own purposes (the right to data portability)
- complain if **you** feel **your** personal information has been mishandled. **We** encourage **you** to come to **us** in the first instance but **you** are entitled to complain directly to the Information Commissioner's Office (ICO) at www.ico.org.uk
- ask **us**, at any time, to stop using **your** personal information, if using it based only on **your** consent (the right to withdraw your consent).

Fair Processing Notice – how we use personal information (continued)

If you wish to exercise any of these rights you can do so by contacting our Customer Satisfaction Manager:

Address: Allianz Insurance plc, 2530 The Quadrant,
Aztec West, Almondsbury, Bristol BS32 4AW
Email: allianzretailcomplaints@allianz.co.uk
Phone: 0330 102 1781

For pet and equine products only:

Address: Allianz Insurance plc, Great West House (GW2),
Great West Road, Brentford, Middlesex TW8 9EY
Email: ahd.csm@allianz.co.uk
Phone: 0345 026 1985

For Allianz Musical Insurance only:

Address: Allianz Musical Insurance, Great West House (GW2),
Great West Road, Brentford, Middlesex TW8 9DX
Email: csm@allianz.co.uk
Phone: 0344 391 4037

For Allianz Legal Protection products only:

Address: Allianz – ALP, PO Box 10623, Wigston, LE18 9HJ
Email: alpcomplaints@allianz.co.uk
Phone: 0345 0700 886 (Lines are open 9am to 5pm,
Monday to Friday excluding Bank Holidays)

11 Data Protection Officer Contact details

If **you** have any queries about how **we** use **your** personal information, please contact **our** Data Protection Officer:

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

Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this notice. When that happens **we** will provide **you** with an updated version at the earliest opportunity. The most recent version will always be available on **our** website. www.allianz.co.uk

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
Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.
Financial Services Register No. 121849.

Allianz Legal Protection trading address: 2530 The Quadrant, Aztec West, Almondsbury, Bristol, BS32 4AW



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