

# Legal Expenses

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This is a Policy Summary only and does not contain the full terms and conditions of the Legal Expenses section. It does not form part of the contract between you and us. The full terms and conditions can be found in the section wording, a copy of which is available upon request. If you take out this section with us, you will receive a full section wording as part of your policy documents.

## What is the Legal Expenses Section?

Your Legal Expenses section will cover the legal costs if you or a member of your family who permanently live with you has a legal dispute. The types of legal dispute you will be covered for and the amounts we will pay (the limit of indemnity) are described in this summary and in the section wording. (For a dispute covered by Event 5, we will pay the cost of the mediation, rather than legal costs.)

These costs are underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Legal Expenses section includes access to a 24-hour legal advice service.

## How long will I be covered for?

Your policy will cover you for 12 months and is renewable annually.

## What happens if I take the cover out and then change my mind?

When you take this section out, you will have 14 days to decide if you want to continue with it for the full year. Please see the cancellation section in the section wording.

## How do I make a claim under Legal Expenses?

For:

- Legal advice call Lawphone on 0370 241 4140.
- Claims under Personal injury, Clinical negligence disputes, Consumer contract, Employment tribunal disputes and Mediation call 0370 241 4140.

## What if I have a complaint?

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](mailto:legalprotection@allianz.co.uk)

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service which offers a free, independent complaint resolution service.

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.

Full details of our complaints procedure will be found in your policy documentation.

## Will I be entitled to compensation if Allianz Insurance plc cannot meet its liabilities?

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our liabilities. Further details can be found in the section wording.

## What will I be covered for?

This is only a summary of the cover provided by the Legal Expenses section. A full description of the cover is in the section wording.

Significant features and benefits	Significant exclusions or limitations	Policy Section
<p><b>Lawphone</b> You can ring our legal advice line, Lawphone, to get advice on any personal legal matter. Lawphone is open 24 hours a day, all year round.</p>	<ul style="list-style-type: none"> <li>Advice will always be according to the laws of Great Britain and Northern Ireland.</li> <li>Advice is only available over the telephone.</li> <li>Advice only relates to personal legal matters.</li> </ul>	<b>Lawphone</b>
<p><b>Personal injury</b> We will pay up to <b>£50,000</b> of your legal costs to claim compensation arising from an event that is not your fault and which causes your death or bodily injury.  This cover also includes the legal costs of making or defending an appeal following a decision by a court in respect of your legal action.</p>	<p>You must pay the first £250 of each claim where we agree to appoint the legal representative that you choose. We will not cover any claim:</p> <ul style="list-style-type: none"> <li>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);</li> <li>arising from you driving a motor vehicle; or</li> <li>arising from medical treatment.</li> </ul>	<b>Event 1</b>
<p><b>Clinical negligence disputes</b> We will pay up to <b>£50,000</b> of your legal costs to claim compensation if:</p> <ul style="list-style-type: none"> <li>medical treatment or care received by you; or</li> <li>the failure to provide adequate medical treatment or care results in your death or bodily injury.</li> </ul> <p>This cover also includes the legal costs of making or defending an appeal following a decision by a court in respect of your legal action.</p>	<p>You must pay the first £250 of each claim where we agree to appoint the legal representative that you choose.  The medical treatment, care or failure to provide treatment or care, must have taken place in the period of insurance and within Great Britain, Northern Ireland, Channel Islands or the Isle of Man.  We will not cover any claim 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.)</p>	<b>Event 2</b>

Significant features and benefits	Significant exclusions or limitations	Policy Section
<p><b>Consumer contract</b></p> <p>We will pay up to <b>£50,000</b> of your legal costs if you have a dispute over goods that you have bought, sold or rented, or a service that you have paid for.</p> <p>We will pay these costs if you are taking legal action against somebody else, or if somebody is taking legal action against you.</p> <p>This cover also includes the legal costs of making or defending an appeal following a decision by a court in respect of your legal action.</p>	<p>You must pay the first £250 of each claim where we agree to appoint the legal representative that you choose.</p> <p>We will not cover any claim arising:</p> <ul style="list-style-type: none"> <li>• from a dispute that starts within three months of the date you first take out the section, unless the dispute is for goods or services you bought after the start of the section;</li> <li>• where the amount in dispute is less than £100;</li> <li>• from motor vehicles or their parts and accessories;</li> <li>• from pensions, savings, investments, loans, mortgages or other borrowing;</li> <li>• from a dispute with any local authority, public authority or any government department;</li> <li>• from building, converting or extending your home;</li> <li>• from any contract to do with your business activities;</li> <li>• from 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.</li> </ul>	<p><b>Event 3</b></p>
<p><b>Employment tribunal disputes</b></p> <p>We will pay up to <b>£50,000</b> of your legal costs to take legal action against your employer at an employment tribunal, if you have a dispute arising out of your contract of permanent employment.</p> <p>This cover also includes the legal costs of making or defending an appeal following a decision by an employment tribunal in respect of your legal action.</p>	<p>You must pay the first £250 of each claim where we agree to appoint the legal representative that you choose.</p> <p>We will not cover any claim where:</p> <ul style="list-style-type: none"> <li>• the legal action is not dealt with by an employment tribunal except where we agree to you making or defending an appeal;</li> <li>• the dispute starts in the first period of insurance if the 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;</li> <li>• the dispute arises out of subcontracting or a contract for services if you are self employed;</li> <li>• the dispute 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.)</li> </ul>	<p><b>Event 4</b></p>
<p><b>Mediation</b></p> <p>We will pay up to <b>£2,000</b> for up to five hours of mediation if you have a dispute with your neighbour over noise, access to your home (such as a path or a drive you both share) or the boundary of your home (a fence, hedge or wall).</p>	<ul style="list-style-type: none"> <li>• The dispute must relate to your permanent home.</li> <li>• We will not cover any dispute with any local authority, public authority or any government department.</li> </ul>	<p><b>Event 5</b></p>

**In addition, the following significant exclusions or limitations apply to the Events listed below:**

Significant features and benefits	Significant exclusions or limitations	Policy Section
<p>Personal injury, Clinical negligence disputes, Consumer contract, Employment tribunal disputes and Mediation</p>	<p>At all times during your legal action it must be more likely than not that:</p> <ul style="list-style-type: none"> <li>• a court would decide the outcome of your action in your favour; or</li> <li>• a court would award you a more favourable settlement of your legal action than has already been offered by your opponent</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• if you are seeking damages from your opponent, you will recover them.</li> </ul> <p>If we believe that you are not likely to achieve the above, we will end your claim.</p> <p>We will not cover any costs:</p> <ul style="list-style-type: none"> <li>• you incur before we have accepted your claim in writing; or</li> <li>• that we have not agreed to in writing.</li> </ul> <p>You must make your claim within six months of the date that the event, or series of events, which gave rise to the dispute first occurred.</p> <p>At all times during your legal action or mediation you must follow the advice of, and co-operate fully with your solicitor or mediator and us.</p> <p>You must not withdraw your claim from your solicitor or mediator without the written agreement of us and your solicitor or mediator.</p> <p>At any time before we agree that legal proceedings need to be issued, we will choose the legal representative. You can only choose the legal representative if we agree that legal proceedings need to be issued or if a conflict of interest arises which means that the legal representative we choose cannot act for you because of his or her professional rules.</p>	<p><b>The meaning of words – Reasonable prospects of success</b></p> <p><b>Number 2 of What is not covered by Events 1, 2, 3 and 4 and Number 1 of What is not covered by Event 5</b></p> <p><b>Condition 1a of: Conditions that apply to Events 1, 2, 3 and 4 and Conditions that apply to Event 5</b></p> <p><b>Condition 1d of: Conditions that apply to Events 1, 2, 3 and 4 and Conditions that apply to Event 5</b></p> <p><b>Condition 1e of: Conditions that apply to Events 1, 2, 3 and 4 and Conditions that apply to Event 5</b></p> <p><b>Condition 4 of Conditions that apply to Events 1, 2, 3 and 4</b></p>