



# COMMERCIAL LEGAL PROTECTION

AB GROUP COPLUS COMMERCIAL LEGAL EXPENSES POLICY WORDING

LEGAL PROTECTION POLICY WORDING



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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 business, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs we will provide you with the most appropriate solutions to get your business trading again as quickly as possible

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

## IMPORTANT

This document provides details of your [policy](#) and the terms and conditions that apply.

**PLEASE READ IT CAREFULLY AND KEEP IT IN A SAFE PLACE.**

# INTRODUCTION

Thank you for choosing Allianz.

This is your Coplus legal expenses policy.

Please take time to read this policy to make sure it meets your needs and you understand the cover provided and the General exclusions and General conditions that apply. If there is anything you do not understand, please contact your broker who provided you with this policy and they will be pleased to help.

If we explain what a word means, that word has the same meaning wherever it appears in your policy documentation. These words are explained within 'The meaning of words' on page 4 and are denoted by a capital letter throughout this policy.

We will cover you in accordance with the defined meanings of words, Cover, General exclusions, and General conditions of this policy.

This is a 'claims made' policy. This means we will cover you in accordance with the terms and conditions for claims which you first become aware of and notify to us during the period of insurance.

This cover is only operative if you have paid or agreed to pay the premium and your policy schedule states that you have this cover

The premium paid by the policyholder for this policy includes insurance premium tax.

Signed on behalf of Allianz Insurance plc



**Jonathan Dye**

Chief Executive

## FINANCIAL SERVICES COMPENSATION SCHEME

If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at [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.

## HOW TO MAKE A CLAIM

If you need to make a claim, call the legal helpline quoting master policy number **36882** and confirm you are covered by the Coplus policy. You will be asked for a brief summary of the problem and these details will be passed on to an advisor who will call you back.

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

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

Please see Claims Process condition 8 (Freedom to choose the Legal Representative) on page 17 of this policy for an explanation of when you can choose the legal representative.

## LEGAL HELPLINE

Your policy includes access to a legal helpline to give advice, 24 hours a day, 365 days a year, on any business related legal matter. The advice you receive from the legal helpline 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.

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

When you call the legal helpline quote **36882**, and confirm that you are covered by the Coplus policy. You will then be asked for a brief summary of the problem and these details will be passed on to an advisor.

## 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](mailto: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](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)

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

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 <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service.

Please quote our e-mail address: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

# THE MEANING OF WORDS

The following definitions apply to this Policy and are denoted by a capital letter throughout this Policy.

## ACTS

All Acts of Parliament referred to in this Policy will include a reference to all Orders and Regulations made under them and to any subsequent amendments, or re-enactments enforceable within the Geographical Limits.

## ANY ONE CLAIM

All Claims or series of Claims including any appeal against a judgement or decision arising out of the same original cause, event or circumstance.

## AWARDS OF COMPENSATION

Basic Awards and Compensatory Awards made against the Insured by an employment tribunal, employment appeal tribunal or superior court, or associated settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous Consent has been given, other than

- a** any awards of compensation against the Insured for a redundancy payment or monies due under a contract of employment; or
- b** any award arising from a failure by the Insured to provide written reasons for dismissal; or
- c** any award or pay specified in a reinstatement or re-engagement order; or
- d** any financial benefit or compensation payable under any share option scheme or pension scheme.

## BASIC AWARDS

Basic Awards are determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include additional awards, protective awards, aggravated damages or interim relief

## CLAIM

For the purposes of this Policy a claim is any

- civil proceeding, excluding employment or taxation disputes, brought by or against an Insured Person; or
- employment claim brought against the Insured; or
- HMRC Investigation into the tax affairs of the Insured; or
- criminal proceeding brought against an Insured person.

Provided that the Claim is made by or against the Insured and notified to the Insurer during the Period of Insurance, a Claim will be deemed to be made as follows:

- for civil cases, excluding employment or taxation disputes, the date the Insured Person is first aware or should have been aware of a dispute with a third party .
- for employment disputes the date when the Insured first receives a Claim Form (ET1) from an employment tribunal.
- for taxation disputes or investigations affecting the Insured's business as defined in the policy schedule, the date when HMRC, or another relevant authority, first notifies the Insured of the intention to carry out an HMRC Investigation.
- for criminal cases the date when the Insured Person receives a summons informing them criminal proceedings are being taken against them.
- for all cases involving possible changes to a statutory licence the date when the Insured Person receives the decision of the relevant licensing authority informing them of their intention to suspend, revoke or alter the terms of the business licence.

## COMPENSATORY AWARDS

The amounts awarded in accordance with section 123 of the Employment Rights Act 1996 at the discretion of an employment tribunal, employment appeal tribunal or superior court to compensate for loss of earnings and benefits. For the avoidance of doubt Compensatory Awards do not include additional awards, protective awards, aggravated damages or interim relief.

## COMMERCIAL TENANCY AGREEMENT

An agreement under which the Insured:

- a** lets the Premises to a Commercial Tenant; or
- b** occupies the Premises as a Commercial Tenant

in connection with the business as detailed in the policy schedule and in return for the payment of rent.

# THE MEANING OF WORDS CONTINUED

## COMMERCIAL TENANT

The lawful tenant who occupies the Premises for non-residential purposes.

## CONTRACT

An actual or alleged contract, whether verbal or in writing to which the Insured is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. A Contract does not include:

- any actual or alleged contract with an Employee, sub-contractor or self-employed person for the purposes of employment activities; or
- any franchise or distribution agreement.

## DATA PROTECTION COMPENSATION AWARDS

Compensation awarded in accordance with Data Protection Legislation against the Insured for the holding, loss or unauthorised disclosure of data.

## DEBT RECOVERY SERVICE

The debt collection service nominated by the Insurer which is provided as an Additional Service to the Insured for the recovery of Undisputed Debts.

## EMPLOYEE

Any person under a permanent full or permanent part time contract of service or apprenticeship with the Insured.

## GEOGRAPHICAL LIMITS

For claims relating to personal injury – Great Britain, Northern Ireland and any member country of the European Union and Croatia, Iceland, Norway and Switzerland.

For all other claims – Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

## GUIDELINE HOURLY RATE

The guideline hourly rates for solicitors set by the Senior Court Costs Office.

## HMRC

HM Revenue & Customs.

## HMRC INVESTIGATION

### a Business Aspect Enquiry

An enquiry, and any appeal proceedings, following the issue of a formal written notice by HMRC under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9A or S12AC of the Taxes Management Act 1970 in order to make an enquiry into one or more specific aspects of the Insured's business as defined in the policy schedule; or

### b Business Full Enquiry

An enquiry, and any appeal proceedings, following the issue of a formal written notice by HMRC under Paragraph 24(1) Schedule 18 Finance Act 1998 or S9 or S12AC of the Taxes Management Act 1970 to examine the whole of the Insured's business as defined in the policy schedule; or

### c Employer Compliance Dispute

A dispute, and any appeal proceedings, which takes place following a formal written expression of dissatisfaction with the Insured's compliance with tax regulations concerning PAYE, national insurance contributions or Construction Industry Scheme following an employer or Construction Industry Scheme compliance check by HMRC or following a formal written expression of dissatisfaction with the Insured's P11Ds or P9Ds; or

### d VAT Dispute

A dispute which takes place following:

- i a VAT compliance check where a written decision, assessment or statement of alleged arrears is received from HMRC in respect of the Insured's Value Added Tax Return or
- ii the receipt by the Insured of a formal written notice of VAT default surcharge.

## INSURED PERSON

The Insured and, at the request of the Insured with the agreement of the Insurer, the proprietors, partners and directors of the Insured and also all Employees acting in the normal course of their employment.

## INSURER

Allianz Insurance plc trading as Allianz Legal Protection.

## THE MEANING OF WORDS CONTINUED

### JURY SERVICE ALLOWANCE

The payment of up to £100 per day to the Insured in respect of an Insured Person who is absent from work as a result of their attendance for jury service within the Geographical Limits, but only so far as payment of such sum has been made by the Insured to the Insured Person under any contract of employment. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a** if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b** if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c** £100.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

### LAWPHONE LEGAL HELPLINE

A telephone advisory service provided by the Insurer:

- a** to advise the Insured on business related legal matters for the business as defined in the policy schedule; and
- b** for the Insured to report all Claims under this Policy to the Insurer.

### LEGAL EXPENSES

#### FEES AND EXPENSES

- a** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in respect of any Claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such Claim.
- b** Any legal or professional fees, expenses or other disbursements incurred by other parties in pursuing or defending any Claim, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's prior written consent, but excluding any costs which the Insured person may be ordered to pay by a court of criminal jurisdiction.

- c** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Standard Basis up to the Guideline Hourly Rates incurred with the prior written consent of the Insurer in an appeal, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the Insurer.
- d** any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, at such rates or in such amounts as may be agreed or confirmed by the written Consent of the Insurer in connection with any Claim relating to HMRC Investigation or subsequent appeal, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded, assessed or requested by the relevant authorities.

Legal Expenses for the business as defined in the policy schedule do not include the payment of Value Added Tax (VAT) which is recoverable by the Insured Person from elsewhere.

### LEGAL REPRESENTATIVE

A solicitor, barrister or any other appropriately qualified person appointed in the name of and on behalf of the Insured Person with the prior written agreement of the Insurer to act for the Insured Person in respect of any Claim in accordance with the terms of this Policy.

### NORMAL BUSINESS ACTIVITY

The Normal Business Activity of the Insured as defined in the policy schedule carried on within the Geographical Limits.

### PERIOD OF INSURANCE

The Period of Insurance as stated in the policy schedule and any subsequent Period of Insurance for which the Insured will pay and the Insurer will agree to accept a premium.



## THE MEANING OF WORDS CONTINUED

### REASONABLE PROSPECTS OF A SATISFACTORY OUTCOME

- a** In civil proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the legal representative advises that the Insured Person is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses.
- b** In criminal proceedings and in all appeals, Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that:
  - i** the Insured Person is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance; or
  - ii** the Insured Person is more likely than not to succeed in a significant mitigation of their sentence or fine where the Insured Person intends to plead guilty to the offence, or is advised to do so by the Legal Representative.
- c** In an HMRC Investigation and in all appeals following an HMRC Investigation, Reasonable Prospects only exist if the Insured is more likely than not to succeed in reversing the decision made or reducing the liabilities alleged by HMRC.

### UNDISPUTED DEBT

Money and interest that has not been paid to the Insured under the terms of a Contract. An Undisputed Debt will exist if, in the opinion of the Debt Recovery Service or the Insurer, the other party to the Contract would not have a realistic chance of succeeding in defending any legal action taken in respect of the amount due.

### RESIDENTIAL TENANCY AGREEMENT

An assured tenancy agreement in writing, as defined in the Housing Act 1988, under which the Insured lets the Premises to a Residential Tenant in connection with the business as defined in the policy schedule and in return for the payment of rent.

### RESIDENTIAL TENANT

The tenant named in the Residential Tenancy Agreement who occupies the Premises for residential purposes.

### STANDARD BASIS

The normal method used by the court to assess Legal Expenses which the court decides are proportionate to the Insured Person's legal action and have been reasonably incurred by the Legal Representative and the Insured Person's opponent.

## THE MEANING OF WORDS CONTINUED

### WITNESS ATTENDANCE ALLOWANCE

The payment of up to £100 per day to the Insured in respect of the Insured Person who is absent from work as a result of their attending as a witness for the Insured at a hearing, court, tribunal or arbitration within the Geographical Limits at the request of the Legal Representative with the Insurer's prior written consent, but only in so far as this is not otherwise recoverable by the Insured Person from the relevant hearing, court, tribunal or arbitration. For every day the Insured Person is off work, including the time it takes to travel to and from the court, the payment will be the lesser of

- a** if the Insured Person works full time, 1/250th of the Insured Person's annual salary or wages; or
- b** if the Insured Person works part time, a proportion of the Insured Person's weekly salary or wages equivalent to one day's salary or wages; or
- c** £100.

Payments will be calculated to the nearest half day (assuming a whole day is eight hours).

## LIMIT OF INDEMNITY

The maximum amount the Insurer is liable to pay under this Policy is:

- 1** £100,000 Any One Claim other than a Claim relating to a Business Aspect Enquiry, Jury Service Allowance and Witness Attendance Allowance.
- 2** £2,000 Any One Claim relating to a Business Aspect Enquiry.
- 3** £5,000 Any One Claim relating to Jury Service Allowance.
- 4** £5,000 Any One Claim relating to Witness Attendance Allowance.
- 5** £1,000,000 for all Claims in the aggregate first notified to the Insurer during the Period of Insurance.

(collectively “the Limit of Indemnity”)

The above amounts are all inclusive of Legal Expenses, Awards of Compensation and Data Protection Compensation Awards.

## COVER – COMMERCIAL LEGAL EXPENSES

The cover provided under this Policy covers Claims where the

Insured Person

- is first aware, or should have been aware, of a dispute with a third party; or
- first becomes aware, or should have been aware, of a dispute with a third party relating to their legal rights; or
- first receives notification from HMRC or another relevant authority, of its intention to investigate or instigate an HMRC investigation; and
- notifies the Insurer of the same during the Period of Insurance

### COVER

**The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person:**

- a Legal Expenses;**
- b Awards of Compensation;**
- c Data Protection Compensation Awards;**
- d Jury Service Allowance; and**
- e Witness Attendance Allowance**

**incurred by the Insured Person in the pursuit or defence of any Claim:**

- a brought within the Geographical Limits; and**
- b made and first notified to the Insurer within the Period of Insurance; and**
- c arising from the Insured's business as defined in the policy schedule.**

**Provided that**

- a the Insured Person first became aware or should have been aware of the dispute, and reported this to the Insurer during the Period of Insurance; and**
- b Reasonable Prospects of a Satisfactory Outcome exist at all times; and**
- c for employment disputes only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline, another solicitor or a suitably qualified person; and**
- d For breach of Residential Tenancy Agreement only, the Insured has consulted with and followed the advice of Lawphone Legal Helpline or another solicitor or a suitably qualified person as soon as the Insured is aware they wish to pursue a claim to enforce their legal rights.**

## GENERAL EXCLUSIONS

**The Insurer will not provide any cover where the Claim relates to or arises out of the following.**

- 1** Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this Section (or policy) and which the Insured Person knew, or ought to have known, may give rise to a Claim by or against the Insured Person.
- 2** Any employment issue where the Insured has not consulted with, and followed the advice of, Lawphone Legal Helpline or any other solicitor or suitably qualified person before taking any action or making any decision which might give rise to a Claim against the Insured, such as making any significant changes to an Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an Employee. The Insured should be able to evidence that advice received has been followed.
- 3** Any dispute which arises out of the establishment of, or failure to establish, a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive 2001 or a breach, or alleged breach, of either.
- 4** Any matter relating to a tax avoidance scheme. For the avoidance of doubt a tax avoidance scheme is any matter which is, or may be, notifiable to HMRC under the regulations for Disclosure of Tax Avoidance Schemes (DOTAS) or the disclosure regime for VAT.
- 5** Any matter or investigation conducted by HMRC Fraud Investigation Service or Specialist Investigations, or conducted under the HMRC Civil Investigation of Fraud, Code of Practice 9, or Criminal Investigations procedures or conducted under the General Anti-Abuse Rule.
- 6** Criminal proceedings being brought against the Insured Person for:
  - i** fraud, theft, money laundering or other dishonesty related offences; or
  - ii** offences against another person, including offences of a sexual nature; or
  - iii** the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials, or
  - iv** any investigation by HMRC; or
  - v** pollution.
- 7** Adjudication whether arising under the Housing Grants Construction and Regeneration Act 1996 or the Scheme associated with it or an adjudication arising out of any term in a contract.
- 8** For all matters relating to statutory licences there is no cover for:
  - i** Any appeal arising out of a hearing which took place because of a commercial decision made by the Insured Person in relation to the business as defined in the policy schedule; or
  - ii** Any appeal following a hearing the Insured Person knew about, or should reasonably have known about, before this Policy commenced; or
  - iii** Any appeal against a decision involving a statutory licence in respect of which the Insured Person has made an appeal in the twelve (12) months before this Policy commences; or
  - iv** Any disciplinary or internal procedures conducted by authorities charged with the regulation of the Insured Person in the performance of their normal business activities, or any appeal following such procedures; or
  - v** Any suspension, revocation, alteration or refusal to renew a statutory licence which is required by Acts of Parliament or national or local government regulation or order.

For the avoidance of doubt a statutory licence is a licence or certificate of registration issued under statute, statutory instrument or by a Government or local authority to the Insured Person and which is required to enable the Insured Person to carry on the normal activities of the business.
- 9** The pursuit by the Insured of an Undisputed Debt.
- 10** Commercial Tenancy, Residential Tenancy or leasehold Agreements where the dispute
  - i** relates to service charges, tax, planning or building regulations or decisions; or
  - ii** relates to the renewal of a lease or Commercial Tenancy Agreement; or
  - iii** is over the freehold, leasehold, commonhold or title of the Premises; or
  - iv** is with Government or local authority departments concerning the imposition of rates or other local taxes.
- 11** A dispute arising from a breach or alleged breach of a professional duty by an Insured person arising out of or in connection with any
  - i** advice or specification; or
  - ii** error or omission in any advice.
- 12** An enquiry under Public Notice 160 or Section 60 of the VAT Act 1994.

## GENERAL EXCLUSIONS

- 13** Any matter concerning IR35 legislation.
- 14** Any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the business.
- 15** Any arbitration unless wholly in accordance with the Arbitration Act 1996.
- 16** A deliberate, conscious, intentional or reckless act or statement by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit the extent of any such Claim.
- 17** An allegation of libel or slander including defamation or injury to reputation.
- 18** An application for a private prosecution, judicial review or other challenge to any legislation or proposed legislation or the decision of any public body.
- 19** Assignment, bailment, bills of exchange, credit, insurance, securities or guarantees.
- 20** Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's prior written Consent.
- 21** Fines, aggravated or liquidated damages or other penalties imposed by a court, tribunal or regulator, including any costs awarded against the Insured person following criminal proceedings.
- 22** Any dispute between the Insured Person and the Insurer or between the Insured Person and the Legal Representative in respect of a Claim under this Policy, or between the Insured and the provider of any Additional Service or telephone helpline available under this Policy.
- 23** Any dispute between individuals comprising the Insured or with any subsidiary, parent or associated company of the Insured including any dispute with an existing or former employee, director or shareholder arising from a shareholding agreement, a partnership agreement or a trust.
- 24** Patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, passing off actions or restrictive covenants.
- 25** Defending the Insured Person in any legal proceedings arising from alleged or actual breach of any duty owed by that person as a director or officer of the Insured, other than in relation to the Insured Person's activities as a pension trustee.
- 26** Legal Expenses or other expenses incurred by the Insured which relate to the preparation of accounts, self assessment activities or any work carried out prior to the commencement of the HMRC Investigation.
- 27** Any HMRC compliance check or dispute with HMRC concerning the Insured's compliance with regulations relating to the National Minimum Wage or the National Living Wage.
- 28** Any HMRC enquiry which is not shown in the definition of HMRC Investigation.
- 29** Any dispute arising out of the amount payable under an insurance policy.
- 30** Any dispute arising out of damage caused to motor vehicles.
- 31** Any dispute relating to the eviction of persons who are not Tenants from the Insured's Property or the repair of damage to the Insured's Property from persons who have been evicted and are not Tenants.
- 32** Any Residential Tenancy claim where the Insured has not followed Claims Process Condition 1 – Important procedure for Breach of Residential Tenancy Agreement.
- 33** Any Residential Tenancy claim where the Insured has not complied with all legislation placed on landlords or where a written Residential Tenancy Agreement is not in place or Residential Tenancy disputes where the Residential Tenant is a sub-let or part of a multi-occupation.
- 34** Any Residential Tenancy claims where the Insured or the Insured's agent are in breach of Section 213 of the Housing Act 2004 in relation to the deposit.
- 35** Any Residential Tenancy disputes where the Insured has not obtained satisfactory credit references for the tenant or a guarantor.
- 36** Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.

# GENERAL CONDITIONS

## 1 FAIR PRESENTATION OF THE RISK

- a** The Insured must make a fair presentation of the risk to the Insurer at inception, renewal or variation of the Policy.
- b** The Insurer may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if the Insured had made a fair presentation, the Insurer would not have issued the Policy.

The Insurer will return the premium paid by the Insured unless the failure to make a fair presentation is deliberate or reckless.

- c** If the Insurer would have issued the Policy on different terms had the Insured made a fair presentation, the Insurer will not avoid the policy (except where the failure is deliberate or reckless) but the Insurer may instead:
  - i** reduce proportionately the amount paid or payable on any claim, the proportion for which the Insurer is liable being calculated by comparing the premium actually charged as a percentage of the premium which the Insurer would have charged had the Insured made a fair presentation; and/or
  - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the Insurer would have imposed had the Insured made a fair presentation.  
For the purposes of this clause reference to:
    - a** avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
    - b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
    - c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires.

## 2 CANCELLATION

### Insured's Cancellation Rights

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

If the "cooling off period" has expired, the Insured may cancel the Policy during the Period of Insurance by giving 14 days' notice in writing to their insurance adviser. If this Policy is cancelled by the Insured mid term no return premium will be given.

### Insurer's Cancellation Rights

In addition to the Insurer's rights set out elsewhere in the Policy, including but not limited to Condition 1 (Fair Presentation of the Risk) and Condition 3 (Fraud), where there is a valid reason for doing so the Insurer may cancel this Policy at any time by giving the Insured at least 14 days' notice in writing sent to the Insured's last known address. The notice will set out the reason for cancellation.

Valid reasons for cancellation may include but are not limited to:

- a** non payment of premium;
- b** continued failure by the Insured to comply with the terms and conditions of this Policy;
- c** failure by the Insured to co-operate with the Insurer or provide the Insurer with information or documentation reasonably required by the Insurer and the lack of co-operation by the Insured affects the Insurers ability to process a claim.  
  
In this case the Insurer will write to the Insured giving notice of cancellation of this Policy in the event that the Insured does not cooperate to provide the information or documentation reasonably required within a period of 14 days starting from the date provided in the letter;
- d** the Insured's use of threatening, abusive, or intimidating behaviour or inappropriate language or bullying of the Insurer's staff or suppliers.

If the Insurer does cancel this Policy, provided no claim has been made or incident has arisen which is likely to give rise to a claim during the current Period of Insurance the Insured will be entitled to a proportionate return of the premium in respect of the unexpired Period of Insurance.

## GENERAL CONDITIONS CONTINUED

### 3 FRAUD

If the Insured or anyone acting on the Insured's 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 the Insured or anyone acting on the Insured's behalf deliberately caused; the Insurer will:
  - i** refuse to pay the whole of the claim; and
  - ii** recover from the Insured any sums that it has already paid in respect of the claim.

The Insurer may also notify the Insured that it 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, the Insured will:

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

### 4 ARBITRATION

Any dispute between the Insured Person and the Insurer concerning this Policy shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or equivalent professional body within the Geographical Limits.

All the costs of the arbitration shall be met in full by the party against whom the arbitration award is made unless that person made the other an earlier without prejudice offer which was more favourable than the arbitration award. If the arbitration award is not clearly made against one party the arbitrator will have the power to apportion costs. If the arbitration award is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Policy. The arbitration award will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

### 5 MAINTENANCE OF RECORDS

It is a condition precedent to the Insurer's liability to provide cover under this Policy that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

### 6 DISCLOSURE OF THE EXISTENCE OF THIS POLICY

The Insured Person and the Legal Representative must not reveal the existence of this Policy to any other person or entity unless the Insurer has given prior written consent or is ordered to do so by a court.

### 7 ASSIGNMENT

This Policy may not be assigned by the Insured Person or by the Insured Person's executors or administrators

### 8 LAW APPLICABLE AND JURISDICTION

Unless agreed otherwise by the Insurer:

- a** the language of the Policy and all communications relating to it will be English; and,
- b** all aspects of the Policy including negotiation and performance are subject to English law and the decision of the English courts.



# CLAIMS PROCESS CONDITIONS

## 1 NOTIFICATION OF CLAIMS

It is a condition precedent to the Insurer's liability to provide cover under this Policy that the Insured Person notifies the Insurer in writing, by the completion of a claim form, or in another way confirmed by the Insurer in writing to the Insured Person

- i immediately after the Insured Person becomes, or should have become, aware of any event or circumstance which gives rise to a Claim involving the Insured Person; and
- ii immediately following receipt of any letter or other notification of a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer of such event or circumstance during the same Period of Insurance in which the Insured Person first became aware of it, the Insurer will not provide cover for any Claim arising from that event or circumstance. When such a notification has been given, any subsequent Claim in respect of the event or circumstance notified will be treated as though the Claim had been first notified to the Insurer during the same Period of Insurance in which notification of the original event or circumstance occurred.

### Important procedure for employment disputes

If a **Claim Form (ET1)** is received from an employment tribunal it is a condition precedent to the Insurer's liability that the Insured must **immediately** complete a claim form and forward it to the Insurer, to arrive no later than seven (7) days after receipt of the **Claim Form (ET1). Response Form (ET3)**, which should be left blank, must also be sent to the Insurer.

### Important procedure for criminal proceedings

If a summons is received by the Insured notifying of criminal proceedings involving the Insured it is a condition precedent to the Insurer's liability that the Insured must **immediately** contact the Insurer and forward a copy of the summons to the Insurer, to arrive no later than seven (7) days after receipt of the summons by the Insured.

### Important procedure for breach of Residential Tenancy Agreements

If the Insured believes the Residential Tenancy Agreement has been breached, and the Insured wants to pursue a claim to enforce their legal rights, it is a condition precedent to the Insurer's liability that the Insured contact Lawphone prior to contacting or appointing a solicitor.

## 2 CONSENT

It is a condition precedent to the liability of the Insurer to provide cover under this Policy that the Insured Person first obtain the Insurer's prior written agreement ("Consent") to

- i provide cover under this Policy in respect of the Claim; and
- ii incur Legal Expenses; and
- iii pay Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance.

Consent will only be given if the Insured Person can satisfy the Insurer that:

- a there are Reasonable Prospects of a Satisfactory Outcome and
- b in a particular case, it is reasonable for Legal Expenses to be incurred and/or for the Insurer to agree to meet any Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Policy.

If the Insurer and the Legal Representative do not agree on whether Reasonable Prospects of a Satisfactory Outcome exist, then the Insurer will seek the opinion of another legally qualified advisor or other expert appropriate to the Claim whom it considers it necessary to consult. If that advisor or expert's opinion differs from that of the Legal Representative, their opinion shall be substituted for that of the Legal Representative for the purposes of determining whether or not Reasonable Prospects of a Satisfactory Outcome exist.

In all cases the Insured Person will be advised in writing of the granting or refusal of Consent.

## 3 DEALING WITH THE CLAIM

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular Claim should not have been accepted under the terms of this Policy or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Policy terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance or Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

## CLAIMS PROCESS CONDITIONS CONTINUED

If the Insured Person decides to proceed with the pursuit or defence of a Claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will, subject to the terms, exclusions and conditions of this Policy, pay Legal Expenses, Jury Service Allowance or Witness Attendance Allowance as if the Insurer had given Consent at the outset.

### 4 DUTY OF THE INSURED PERSON TO MINIMISE CLAIMS

In respect of any Claim for which Consent has been granted under the Policy the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred and any other matters which may affect the Insurer's liability in respect of any Claim under this Policy.

If the Insured Person fails to comply with this term then the Insurer will have the right to adjust the Insurer's liability under this Policy to the extent that the Claim would have cost the Insurer had the Insured Person complied with this term.

### 5 THE INSURER'S RIGHT TO SETTLE CLAIMS

The Insurer shall have the right to take over and conduct in the name of the Insured Person the pursuit or defence of any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its absolute discretion, the Insurer may decide to settle the Claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance in respect of that Claim.

### 6 INSOLVENCY OF THE INSURED PERSON

During the course of any Claim to which the Insurer has given Consent, the Insurer has the right to withdraw that Consent immediately if the Insured Person

- a** becomes insolvent; or
- b** enters into liquidation; or
- c** makes an arrangement with creditors; or
- d** enters into a deed of arrangement; or
- e** has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator; or
- f** has an administration order over their affairs assets or property.

Provided there has been full compliance with the Policy terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses, Jury Service Allowance and Witness Attendance Allowance incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn

### 7 APPEAL PROCEDURE

If, following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal, it is a condition precedent to the Insurer's liability to provide cover under this Policy that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such an appeal. The terms of Claims Process Condition 2 shall apply to any appeal which the Insured Person wishes to make.

If the Insurer wishes to appeal against the judgement or decision of a court or tribunal, the Insured Person will co-operate fully in an appeal. If the Insured Person fails to do so, any Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

# CLAIMS PROCESS CONDITIONS CONTINUED

## 8 LEGAL PROCEEDINGS

### a Freedom to choose a Legal Representative

For any Claim where the Insurer may be liable to pay Awards of Compensation in respect of employment disputes or Data Protection Compensation Awards, the Insurer will choose the Legal Representative.

For any other Claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured Person. The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative, except where the Insurer and the Legal Representative reach a different agreement.

In respect of any Claim for which the Insurer has granted Consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Policy.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

The Insurer's liability to provide cover under this Policy will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Policy, if:

- i due to any conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person dismisses the Legal Representative against the advice of the Legal Representative and without the Insurer's prior written agreement.

### b Disclosures to the Legal Representative

It is a condition precedent to the Insurer's liability to provide cover under this Policy that the Insured Person must

- i give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case; and
- ii provide the Legal Representative with all relevant documentary or other evidence in the Insured Person's possession; and
- iii provide, obtain or execute all documents considered necessary by the Legal Representative and attend meetings or conferences as requested.

### c Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

### d Duties of the Insured Person and Legal Representative in relation to any Claim

- i It is a condition precedent to the Insurer's liability to provide cover under this Policy that the Insured Person, or on their behalf, the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim
- ii The Insured Person, or on their behalf the Legal Representative must inform the Insurer in writing as soon as any offer to settle a Claim is received or made. The Insured Person or the Legal Representative must not under any circumstances enter into any agreement to settle without the Insurer's prior written consent. If the Insured Person, or on their behalf the Legal Representative, fails to inform the Insurer as soon as an offer to settle a Claim is received or made, cover under this Policy will cease with effect from the date of the offer. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, cover under this Policy will cease from the date on which the Insured Person ought reasonably have agreed to settle. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when cover ceased
- iii The Insured Person, or on their behalf the Legal Representative, must report in writing the result of the Claim to the Insurer when it is finished.

## CLAIMS PROCESS CONDITIONS CONTINUED

### e Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a Claim.

The Insured Person should forward all bills which are received from the Legal Representative relating to the Claim to the Insurer without delay following conclusion of the Claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draughtsman or other competent party. The Insurer will only pay Legal Expenses that are determined as reasonable by the audit or assessment.

The Insurer may settle a payment of Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance direct with the Legal Representative if it is appropriate for the Insurer to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid on the Insured Person's behalf.

The Insured Person must not, without the Insurer's prior written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses. This agreement is normally known as either a conditional fee agreement or a damages based agreement.

### f Instruction of a Barrister

If, during the course of any Claim (and subject always to compliance with Claims Process Condition 2), the Insured Person or the Legal Representative considers it necessary and wishes to instruct a barrister, the barrister's name must first be submitted to the Insurer for Consent to the proposed instruction.

### g Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide cover under this Policy that the Insured Person

- i does not withdraw from a Claim or dismiss the Legal Representative without the written agreement of the Insurer and the Legal Representative; and
- ii co-operates fully with the Legal Representative and the Insurer in the conduct of the Claim; and
- iii follows the advice of the Legal Representative.

If the Insured Person fails to comply with i ii or iii then the Insurer's liability to provide cover under this Policy will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses, Awards of Compensation or Data Protection Compensation Awards and will be entitled to reimbursement of all Legal Expenses already incurred and any Jury Service Allowance or Witness Attendance Allowance already paid in respect of the Claim unless the Insurer agrees to appoint another Legal Representative to continue the Claim.

### h Award of Costs

Where the Insured Person is awarded costs, it is a condition precedent to the Insurer's liability to provide cover for Legal Expenses that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Policy. All such recoveries will be taken into account when calculating the Insurer's liability under this Policy.

### i Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer. In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

## COMMUNICATIONS

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

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

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

Email: **[alpenquiries@allianz.co.uk](mailto:alpenquiries@allianz.co.uk)**

## ADDITIONAL BENEFITS

In addition to the indemnity provided by this Policy, further benefits are available to the Insured. The Insured may access these benefits at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the benefits or any advice received from the provider of these benefits. Not all the benefits are provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

### 24 HOUR LAWPHONE LEGAL ADVICE HELPLINE

Lawphone provides advice on any commercial legal matter 24 hours a day, 365 days a year. There is no additional charge for the advice provided by Lawphone. The advice the Insured receives from Lawphone will be in accordance with the laws of Great Britain and Northern Ireland. Lawphone does not provide advice on the laws of any other country or jurisdiction. The Insurer will record the calls for the Insured and Insurer's mutual protection and the Insurer's training purposes.

Lawphone: **0370 241 4140**

When the Insured contacts Lawphone the Insured should quote the Master Policy reference 36882 and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

This advice is available to the Insured during the Period of Insurance of the Policy, although no liability can be accepted for inability to provide advice due to breakdown or failure of the telephone network.

If Lawphone advises that specialist in-depth advice is required the Insured will be passed on to a specialist solicitor to deal with the problem. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured and this additional charge will not be covered by this Policy.

Lawphone is provided by Allianz Legal Protection, part of Allianz Insurance plc.

### TAX ADVICE HELPLINE

This helpline provides advice on any business tax matter affecting the Insured and is available between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays). There is no additional charge for the advice provided by this helpline. Advice provided by the helpline will be in accordance with the taxation laws of Great Britain and Northern Ireland. The Tax Advice Helpline cannot provide advice on the laws of any other country or jurisdiction.

Please note that this is a telephone service, which is intended for general enquiries. It does not provide advice on any matter relating to tax planning and does not engage in documentation review or enter into any written correspondence with the Insured, except where the advisor considers it appropriate to forward details of written procedures to the Insured by email. Advice and guidance will be in accordance with the advisor's understanding of the circumstances as described by the Insured.

This service should not be used as a substitute for a formal consultation with the Insured's accountant or other tax advisor, who can review the Insured's particular circumstances in more depth than is intended by this service.

When contacting the Tax Advice Helpline, the Insured should quote the Master Policy reference contained within the policy.

Tax Helpline: **0344 873 0244**

The Insured can contact the helpline as often as required during the term of the Policy.

This helpline is provided by Markel Tax of One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Since this service is not provided by the Insurer, the Insurer shall not be liable to the Insured or any Insured Person for any advice given or services rendered by the provider of the Tax Advice Helpline or for any losses incurred in the event that the telephone helpline is not available for any reason.

## ADDITIONAL BENEFITS CONTINUED

### ALLIANZ LEGAL ONLINE

As part of the Commercial Legal Expenses facility the Insured has access to extensive online business support via Allianz Legal Online.

This facility provides tools and services that will help the Insured to produce legal paperwork in connection with the Insured's business, for example, bespoke contracts of employment. In addition it provides the Insured with up to date online guidance and advice on many legal issues, such as, employment legal procedures, managing the Insured's business and debt recovery. The legal paperwork and guidance will always be in accordance with the laws of Great Britain and Northern Ireland.

The Insured can access Allianz Legal Online at:  
[www.allianzlegal.co.uk](http://www.allianzlegal.co.uk)

A registration number is required to enter the web site and this is shown within the Commercial Legal Expenses details on the policy schedule. If the Insured has any problems relating to Allianz Legal Online please contact the Allianz Legal Online customer services team on **0345 644 8966** or e-mail them at [support@allianzlegal.co.uk](mailto:support@allianzlegal.co.uk)

If the Insured requires a solicitor review of the document or specialist in-depth advice the Insured will be passed on to a specialist solicitor. There may be an additional charge for any work the solicitor is instructed to undertake by the Insured.

Allianz Legal Online is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU.

Since the documents, tools and services offered through Allianz Legal Online are not provided by the Insurer, the Insured shall not be liable to the Insured or any Insured Person for any deficiency in any of the documents, tools and services offered.

## ADDITIONAL SERVICES

In addition to the indemnity provided by this Policy, further services are available to the Insured. The Insured may access these services at any time during the Period of Insurance, although the Insurer will not be liable to the Insured or Insured Person for any Legal Expenses or other costs or expenses, loss or damage incurred as a result of using the services or any advice received from the provider of these services. This is because these services are not provided by the Insurer.

Further, no liability can be accepted for inability to provide any benefits or advice due to breakdown or failure of the telephone network.

There may be an additional charge payable by the Insured or Insured Person for the use of these additional services.

### 1 UNDISPUTED DEBT RECOVERY SERVICE

The Insured has access to the Undisputed Debt Recovery Service if the Insured has an Undisputed Debt of at least £250 and the legal action to recover that Undisputed Debt can be brought within Great Britain. The Undisputed Debt should be referred to the Undisputed Debt Recovery Service as soon as possible after the amount becomes due and payable.

The Undisputed Debt Recovery Service is provided by an organisation that specialises in the recovery of debts. The organisation providing the Undisputed Debt Recovery Service is not part of the Insurer and does not act on the Insurer's behalf. For Undisputed Debts that are pursued in England or Wales, that organisation will be DWF LLP, of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

For Undisputed Debts that are pursued in Scotland, the service will be provided by Jackson Boyd solicitors, of 247 West George Street, Glasgow, Lanarkshire G2 4QE.

When the Insured needs to contact the Undisputed Debt Recovery Service the Insured should call the number below, which relates to the country in which the Undisputed Debt will be pursued. The Insured should quote 'Allianz Undisputed Debt Recovery Service' and the Master Policy reference contained within the policy.

Debts pursued in England or Wales: **0113 261 6124**  
Debts pursued in Scotland: **0141 249 6095**

The telephone lines are open between the hours of 9.00am and 5.00pm, Monday to Friday (excluding Public Holidays).

Use of the Undisputed Debt Recovery Service by the Insured will be subject to a fee being payable by the Insured to the Undisputed Debt Recovery Service. The fee will be a percentage of the Undisputed Debt. The level of the fee, and the time at which it will be payable by the Insured, will be confirmed to the Insured by the Undisputed Debt Recovery Service when the Undisputed Debt Recovery Service is initially contacted. There may be additional expenses that are necessarily incurred by the Undisputed Debt Recovery Service to recover the Undisputed Debt. These will also be payable by the Insured and will be confirmed by the Undisputed Debt Recovery Service to the Insured at the appropriate time.

This Policy does not cover the fee charged by the Undisputed Debt Recovery Service or any expenses incurred in recovering the Undisputed Debt.

If, in the view of the Undisputed Debt Recovery Service and the Insurer, the other party to the Contract submits a viable defence in respect of the Undisputed Debt the Insured must report the matter as a civil Claim in respect of a contract dispute pursuit. The pursuit of the disputed debt will then be handled in accordance with the terms and conditions of this Policy.

### 2 SOLICITOR EMPLOYMENT SUPPORT SERVICE

The Insured has access to the Solicitor Employment Support Service if the Insured requires the use of a solicitor to carry out a redundancy programme relating to an Employee, on behalf of the Insured.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem.

The details will be passed to an advisor who will return the Insured's call. If the advisor decides the Insured would benefit from the use of a solicitor they will pass the details on to the solicitor to arrange a mutually convenient time for this to take place.

There is an additional charge to use this service and this additional charge will not be covered by this Policy.

The telephone helpline is provided by Allianz Legal Protection, a trading name of Allianz Insurance plc.

The Solicitor Employment Support Service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.



## ADDITIONAL SERVICES CONTINUED

### 3 SPECIALIST LEGAL SUPPORT SERVICE

The Insured has access to a specialist solicitor if:

- Lawphone is unable assist with the legal problem because it is specialist in nature; or
- the Claim is not covered by this Policy; or
- the Insured requires a full legal review of their business.

This service aims to deal with issues which are specialist in nature.

The solicitor will work with the Insured to prevent legal problems from happening by concentrating on specific areas of their business or assessing the business for areas where legal issues may arise and address those areas.

There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

In the first instance the Insured should contact Lawphone on **0344 873 0845** and provide a brief summary of the problem. The details will be passed to an advisor who will return the Insured's call.

The solicitor support is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

### 4 CRISIS RESPONSE

The Insured has access to a range of services to provide support to prepare for, and deal with, a business crisis. In the first instance the Insured will need to register at <https://www.dwf.law/crisisresponse> for access to the free crisis response service including crisis response updates by email, cyber security updates and access to a free dedicated workshop programme.

In addition, the Insured will have access to crisis management training, reviews and a bespoke crisis management plan. There is an additional charge for this service depending on the issues which need to be addressed and this additional charge will not be covered by this Policy.

The crisis response service is provided by DWF LLP of 5 St Paul's Square, Old Hall Street, Liverpool L3 9AE.

# 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.

# FAIR PROCESSING NOTICE – HOW WE USE PERSONAL INFORMATION CONTINUED

## 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.

## 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.

# FAIR PROCESSING NOTICE – HOW WE USE PERSONAL INFORMATION CONTINUED

## 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).

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

**Address:** Allianz Insurance plc,  
2520 The Quadrant,  
Aztec West,  
Almondsbury,  
Bristol BS32 4AW

**Email:** [allianzretailcomplaints@allianz.co.uk](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](http://www.allianz.co.uk)

## COPLUS PRIVACY STATEMENT

For full details of how Coplus protect your privacy and process your data please view the Coplus Privacy Statement online by visiting <https://www.coplus.co.uk/data-privacy-notice>.

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

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