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.
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 7 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.

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
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</thead>
<tbody>
<tr>
<td><strong>Event 1 – Personal injury</strong>&lt;br&gt;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.&lt;br&gt;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.&lt;br&gt;We will provide this cover as long as:&lt;br&gt;- the event happens within the territorial limit and during the period of insurance; and&lt;br&gt;- the legal action is brought within the territorial limit; and&lt;br&gt;- 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&lt;br&gt;- reasonable prospects of success exist.&lt;br&gt;The most we will pay for all claims arising from your death or bodily injury is £50,000.</td>
<td>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.)&lt;br&gt;2 Any claim arising from you driving a motor vehicle.&lt;br&gt;3 Any claim arising from medical treatment.</td>
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<td><strong>Event 2 – Clinical negligence disputes</strong>&lt;br&gt;We will pay the costs of you taking legal action against your opponent arising from:&lt;br&gt;- medical treatment or care received by you; or&lt;br&gt;- the failure to provide you with adequate medical treatment or care which causes your death or bodily injury.&lt;br&gt;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.&lt;br&gt;We will provide this cover as long as:&lt;br&gt;- 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&lt;br&gt;- the legal action is brought within the territorial limit; and&lt;br&gt;- 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&lt;br&gt;- reasonable prospects of success exist.&lt;br&gt;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.</td>
<td>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.)</td>
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<td>Event 3 – Consumer contract</td>
<td>Event 4 – Employment tribunal disputes</td>
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<tr>
<td><strong>What is covered</strong></td>
<td><strong>What is not covered</strong></td>
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<td><strong>We will pay the costs of</strong></td>
<td><strong>1. Any dispute which starts within</strong></td>
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<td>you taking legal action</td>
<td><strong>three months of the date you</strong></td>
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<td>against your employer, or</td>
<td><strong>first take out this section, unless</strong></td>
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<td>defending legal action</td>
<td><strong>the claim is for goods or services</strong></td>
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<td>taken against you by your</td>
<td><strong>you bought after you first take</strong></td>
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<td>opponent, in a dispute</td>
<td><strong>out this section. (This does not</strong></td>
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<tr>
<td>arising from a breach of a</td>
<td><strong>apply if you had the same cover</strong></td>
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<td>contract you have for:</td>
<td><strong>under another policy up to the date</strong></td>
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<tr>
<td>• buying, selling or renting</td>
<td><strong>you first take out this section.)</strong></td>
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<tr>
<td>goods; or</td>
<td><strong>2. Disputes for amounts less than</strong></td>
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<tr>
<td>• buying services.</td>
<td><strong>£100.</strong></td>
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<td>The cover provided by this</td>
<td><strong>3. Anything to do with motor</strong></td>
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<td>Event also includes the</td>
<td><strong>vehicles or their parts and</strong></td>
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<tr>
<td>costs of making or</td>
<td><strong>accessories.</strong></td>
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<tr>
<td>defending an appeal</td>
<td><strong>4. Anything to do with building,</strong></td>
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<tr>
<td>following a decision by a</td>
<td><strong>converting or extending</strong></td>
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<tr>
<td>court in respect of your</td>
<td><strong>your home.</strong></td>
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<td>legal action.**</td>
<td><strong>5. Anything to do with work carried</strong></td>
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<td><strong>We will provide this</strong></td>
<td><strong>out on any land or buildings that</strong></td>
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<tr>
<td>as long as:</td>
<td><strong>are not your permanent home.</strong></td>
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<tr>
<td>• you entered into the</td>
<td><strong>6. Any dispute over the amount of</strong></td>
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<tr>
<td>contract within the</td>
<td><strong>money or other compensation</strong></td>
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<td>territorial limit; and</td>
<td><strong>due under an insurance policy.</strong></td>
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<td>the dispute, or series of</td>
<td><strong>7. Any dispute arising from a contract</strong></td>
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<tr>
<td>events leading to the</td>
<td><strong>you have for any:</strong></td>
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<tr>
<td>dispute, first occurred</td>
<td>i. pension, savings or investments of**</td>
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<td>during the period of</td>
<td><strong>any kind; or</strong></td>
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<td>insurance; and</td>
<td>ii. loan, mortgage or other borrowing;</td>
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<tr>
<td>the legal action is</td>
<td>iii. other arrangement you have with**</td>
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<td>brought within the</td>
<td><strong>a bank, building society or credit</strong></td>
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<tr>
<td>territorial limit; and</td>
<td><strong>provider.</strong></td>
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<td>we have given our</td>
<td><strong>8. Any dispute arising from the</strong></td>
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<td>written agreement to you</td>
<td><strong>buying or selling of any land or</strong></td>
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<tr>
<td>making or defending an</td>
<td><strong>property (this does not apply if</strong></td>
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<td>appeal following a decision</td>
<td><strong>the dispute is to do with services</strong></td>
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<td>by a court in respect of</td>
<td><strong>you have bought which relate to the</strong></td>
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<tr>
<td>your legal action; and</td>
<td><strong>buying or selling of that land or</strong></td>
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<tr>
<td>• reasonable prospects of</td>
<td><strong>property).</strong></td>
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<td>success exist.**</td>
<td><strong>9. Any dispute arising out of the</strong></td>
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<td>The most we will pay for</td>
<td><strong>occupation of your home, or any</strong></td>
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<td>all claims arising from the</td>
<td><strong>other land or property, under a</strong></td>
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<tr>
<td>same dispute under your</td>
<td><strong>tenancy agreement, lease</strong></td>
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<tr>
<td>contract is £50,000.**</td>
<td><strong>agreement or licence to occupy.</strong></td>
</tr>
<tr>
<td><strong>Event 4 – Employment</strong></td>
<td><strong>10. Anything to do with a contract</strong></td>
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<tr>
<td><strong>tribunal disputes</strong></td>
<td><strong>for your business activities.</strong></td>
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<tr>
<td><strong>We will pay the costs of</strong></td>
<td><strong>11. Any dispute with any local</strong></td>
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<tr>
<td>you taking legal action</td>
<td><strong>authority, public authority or any</strong></td>
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<tr>
<td>against your employer at an</td>
<td><strong>government department.</strong></td>
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<td>employment tribunal in a</td>
<td><strong>12. Any dispute arising from an</strong></td>
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<td>dispute arising from a</td>
<td><strong>application for planning permission</strong></td>
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<tr>
<td>breach of your contract of</td>
<td><strong>in respect of your home or any other</strong></td>
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<tr>
<td>full-time employment or**</td>
<td><strong>land or property that you own.</strong></td>
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<tr>
<td>permanent part-time**</td>
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<tr>
<td>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.**</td>
<td><strong>We will provide this cover as long as:</strong></td>
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<tr>
<td><strong>We will provide this</strong></td>
<td><strong>• you entered into the contract within the territorial limit; and</strong></td>
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<tr>
<td>as long as:</td>
<td><strong>• the dispute, or series of events leading to the dispute, first occurred during the period of insurance; and</strong></td>
</tr>
<tr>
<td>• you entered into the</td>
<td><strong>• the legal action is brought within the territorial limit; and</strong></td>
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<tr>
<td>contract within the</td>
<td><strong>• 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</strong></td>
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<tr>
<td>territorial limit; and</td>
<td><strong>• reasonable prospects of success exist.</strong></td>
</tr>
<tr>
<td>the dispute, or series of</td>
<td><strong>The most we will pay for all claims arising from the same dispute under your contract is £50,000.</strong></td>
</tr>
<tr>
<td>events leading to the</td>
<td><strong>1 Any legal action against your employer that is not dealt with by an employment tribunal.</strong></td>
</tr>
<tr>
<td>dispute, first occurred</td>
<td><strong>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.</strong></td>
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<tr>
<td>during the period of</td>
<td><strong>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.</strong></td>
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<tr>
<td>insurance; and</td>
<td><strong>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.)</strong></td>
</tr>
<tr>
<td>the legal action is</td>
<td><strong>5 Anything to do with subcontracting or a contract for services if you are self-employed.</strong></td>
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<tr>
<td>brought within the</td>
<td><strong>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.)</strong></td>
</tr>
<tr>
<td>territorial limit; and</td>
<td><strong>7 Any dispute which is only about the amount of redundancy pay.</strong></td>
</tr>
</tbody>
</table>
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)
apenquiries@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:

- makes any false or fraudulent claim;
- makes any exaggerated claim;
- supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine); or
- 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.
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 is 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