

Commercial Select - Legal Expenses Section

Definitions

In addition to the Policy definitions, the following also apply to this Section:

Acts of Parliament

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

Any One Claim

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

Awards of Compensation

Basic Awards

Basic Awards are determined in accordance with Section 119 of the Employment Rights Act 1996. Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

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. Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Business

The Business Description stated in the **Schedule**.

Civil Proceedings

Civil court or civil tribunal proceedings, which are subject to the jurisdiction of the courts of the United Kingdom, the Isle of Man and the Channel Islands.

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** and in return for the payment of rent.

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.

Date of Occurrence

Any one claim is deemed to arise when the following occurs:

- 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 **Employment Service Occupancy**, the date the **Insured Person** is first aware, or should reasonably have been aware, that a previous **Employee** has failed, or will fail, to vacate the Premises at the termination date of that **Employee's** contract of employment, resulting in provable financial loss to the **Insured**.
- For **Employee's Civil Defence**, the date the **Insured Person** is first aware, or should reasonably have been aware, of an event arising from their work as an **Employee** that could lead to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by **Acts of Parliament**.
- For **Pension Trustee Defence**, the date the **Insured Person** is first aware, or should reasonably have been aware, of the intention of an **Employee** to hold the **Insured Person** responsible for any actual or alleged failure to fulfil their obligations as a trustee of a pension fund set up for the benefit of the **Insured's Employees**.
- For taxation disputes or investigations affecting the **Insured's Business**, the date when **HMRC**, or another relevant authority, first notifies the **Insured** or their accountant, of the intention to carry out an **HMRC Investigation**.
- For criminal cases, the date the **Insured Person** receives a summons informing them criminal proceedings are being taken against them, provided that the alleged offence arose during the Period of Insurance.
- For all cases involving possible changes to a statutory licence, the date when the **Insured Person** receives the decision of the relevant authority informing them of their intention to suspend, revoke or alter the terms of the business licence.
- For jury service claims, the date when the **Insured Person** first attends jury service.

If there is more than one event arising at different times for the same originating cause, the date of the claim will be the first date of these events.

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**.

Disputed Debt

A dispute relating to the payment or receipt of money and interest due under the terms of a **Contract**.

Employee

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

Employment Service Occupancy

A **civil proceeding** brought by the **Insured** for the pursuit of vacant possession of Premises belonging to the **Insured** and occupied by a previous **Employee** of the **Insured**.

Geographical Limits

For claims relating to Personal Injury - Great Britain, Northern Ireland, the Channel Islands, The Isle of Man, any member country of the European Union and Iceland, Liechtenstein, Norway and Switzerland.

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

Guideline Hourly Rates

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

HMRC

HM Revenue & Customs.

HMRC Investigation

a Tax Enquiry

A written notice of enquiry, issued by **HMRC**, to carry out an Income Tax or Corporation Tax compliance check which either:

- i. includes a request to examine any aspects of the **Insured Person's** books and records; or
- ii. advises of a check of the **Insured Person's** whole tax return.

b VAT Disputes

A dispute with **HMRC** following the issue of an assessment, written decision or notice of a civil penalty relating to the **Insured Person's** VAT affairs.

c Employer Compliance Dispute

A Dispute with **HMRC** concerning the **Insured Person's** compliance with Pay As You Earn, national insurance contributions or Construction Industry Scheme.

Insured Person

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

Insurer

Allianz Insurance plc trading as Allianz Legal Protection

Jury Service Allowance

Payment 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 in 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 calculated as follows

- 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 days salary or wages.

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; and
- b for the **Insured** to report all claims under this Section 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 in respect of any claim.
- 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** where it is necessary for an accountant to represent the **Insured** in connection with any claim relating to an **HMRC** Investigation or subsequent appeal, but excluding any tax, interest and penalties demanded, assessed or requested by **HMRC**.

Legal Expenses do not include the payment of Value Added Tax (VAT) which is recoverable by the **Insured Person** from elsewhere.

All **Legal Expenses** will be considered at the conclusion of the claim. Payments will not be made on an interim basis.

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 accordance with the terms of this Section.

Reasonable Prospects of a Satisfactory Outcome

- a In **civil proceedings** and in all appeals, including employment tribunal disputes, 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 of a Satisfactory Outcome only exist if the **Insured** is more likely than not to succeed in reversing the decision made or significantly reducing the liabilities alleged by **HMRC**.

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.

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.

Witness Attendance Allowance

Payment to the **Insured** in respect of the **Insured Person** who is absent from work as a result of his or her attending as a witness for the **Insured** at a hearing, court or tribunal arising from an **Insured Event** within the **Geographical Limits** at the request of the **Legal Representative** with the **Insurer's** written consent, but only in so far as this is not otherwise recoverable from the relevant hearing, court or tribunal.

For every day the **Insured Person** is off work, including the time it takes to travel to and from the court, the payment is calculated as follows

- 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.

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 Section is the Limit of Indemnity shown on the Schedule.

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 **Jury Service Allowance**; and
- d **Witness Attendance Allowance**

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

- a brought within the **Geographical Limits**; and
- b where the **date of occurrence** first arose during the period of insurance; and
- c arising from the **Insured's Business**.

Provided that

- a a claim is reported to us within 6 months of the **date of occurrence** or as soon as reasonably practicable providing there has been no prejudice to the **Insurer**; 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** or another solicitor or suitably qualified person.

Insured Events

Event 1 - Employment

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute in an Employment Tribunal with a previous, present or prospective **Employee** and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b **Awards of Compensation.**
- c **Employment Service Occupancy**
the pursuit of a previous **Employee** to recover possession of Premises belonging to the **Insured** and occupied for residential purposes by that previous **Employee** provided that:
 - i. the occupation of the Property by the previous **Employee** was conditional on their employment by the **Insured** and was specifically included as part of the remuneration within that previous **Employee's** contract of employment; and
 - ii. the previous **Employee's** contract of employment has terminated and any notice period has been completed (whether notice of resignation or notice of dismissal and including where the **Employee** was placed on leave by the **Insured** for the whole, or part, of that notice period); and
 - iii. the date of termination of the previous **Employee's** contract of employment was not before the date this Section started.
- d Pension Trustee Defence
the defence of the **Insured Person's** legal rights in civil proceedings arising from the **Insured Person's** capacity as a trustee of a pension fund set up for the benefit of **Employees**.
- e **Employee's Civil Defence**
the defence of their legal rights in civil proceedings arising from the **Insured Person's** work as an **Employee** under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief, political opinion or any other discrimination identified by **Acts of Parliament**.

Provided that the **Insured** has issued all necessary documentation to an **Employee** as required by legislation.

What is not covered under Event 1

- a 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 (including redundancy) of an **Employee**. The **Insured** should be able to evidence that advice received has been followed.
- b any dispute with an **Employee** who was subject to either a written or verbal warning (formal or informal) in the 180 days immediately preceding the first Period of Insurance.
- c any breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- d any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
- e any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
- f **Employment Service Occupancy** there is no cover for the defence of the **Insured's** legal rights, other than to defend a counter-claim.

Event 2 - Tax and VAT

The **Insured** has cover for an **HMRC Investigation**.

What is not covered under Event 2

- a Any matter relating to a tax avoidance scheme. 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.
- b Any matter or investigation conducted by or on behalf of **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.
- c Any enquiry or investigation by **HMRC** or any other agency into alleged dishonesty or alleged criminal activities.
- d 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.
- e Any claim arising from the failure to register for VAT or PAYE.
- f Any enquiry or investigation that concerns wealth, assets or money held outside of the United Kingdom.
- g Any IR35 enquiry by **HMRC**.

Event 3 - Criminal Prosecution Defence

The **Insured Person** has cover for the defence of a criminal prosecution.

What is not covered under Event 3

- a criminal proceedings being brought against the **Insured Person** for:
 - i. fraud, theft, money laundering or other dishonesty related offences.
 - ii. offences against another person, including offences of a sexual nature.
 - iii. the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.
 - iv. owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v. matters arising from an **HMRC Investigation**.
 - vi. pollution.
- b any costs or fines awarded against the **Insured Person** by a court of criminal jurisdiction.

Event 4 - Property Protection

Property Disputes:

A dispute arising from a breach of legal rights relating to the Insured Premises following:

- a An event that causes physical damage to the insured Premises; or
- b A legal nuisance (meaning any unlawful interference with the **Insured's** use or enjoyment of their land, or some right over it, or in connection with it); or
- c A trespass.

What is not covered under Event 4

- a any dispute relating to any land or building that is not in or on the insured Premises;
- b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged **Contract** between the **Insured** and a third party or any dispute, breach or negligence arising from or relating to an implied or express **Contract**.
- c any dispute relating to mining, subsidence or heave.
- d any dispute relating to or arising from any tenancy or lease agreement or license to occupy.
- e any dispute relating to or arising from service charges, tax, planning or building regulations or decisions.
- f any dispute over the freehold or leasehold or common hold or title of the Premises.
- g any dispute with any Government or local or public authority departments or any agency acting on their behalf.
- h any dispute arising from an application for planning permission;
- i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans

Event 5 - Data Protection

The **Insured** has cover for:

- a the defence of the legal rights of the **Insured** in a dispute arising out of Data Protection legislation.
- b an appeal by the **Insured** against a refusal of an application for registration or alteration of registered particulars.
- c an appeal by the **Insured** against any Enforcement, De-registration or Transfer Prohibition Notice.

What is not covered under Event 5

- a any dispute or legal proceeding which relates to the prosecution of the **Insured** in respect of any actual or alleged fraud or theft.
- b any dispute or legal proceeding which arises from a failure to register as a Data Controller with the Information Commissioner's Office (ICO).
- c any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.
- d any fines, penalties or **Awards of Compensation** made against the **Insured**.
- e any dispute or legal proceeding where the **Insured Person** is not able to evidence the following:
 - i. a suitable procedure to investigate complaints regarding a breach of privacy rights which has been fully engaged; and
 - ii. a suitable redress has been offered where a breach has occurred.

Event 6 - Commercial Tenancy Agreement

The **Insured** has cover for the pursuit and defence of the **Insured's** legal rights in a dispute relating to the **Insured's Commercial Tenancy Agreement**.

What is not covered under Event 6

- a any dispute relating to tax, planning or building regulations or decisions.
- b any dispute relating to the renewal of a lease or Tenancy Agreement.
- c any dispute over the freehold, leasehold, common hold or title of the Premises.
- d any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.

Event 7 - Statutory Licence Appeal

The **Insured Person** has cover to appeal to the relevant authority, court or tribunal following a decision made by such licensing or regulatory authority to suspend, revoke, alter or refuse to renew a Statutory Licence.

What is not covered under Event 7

- a any appeal arising out of a hearing that took place because of a commercial decision made by the **Insured Person** in relation to the **Business**
- b any appeal following a hearing that the **Insured Person** knew about, or should reasonably have known about, before this Section commences
- c any appeal involving a Statutory Licence for which the **Insured Person** has made an appeal in the 12 months before this Section commences
- d 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 for any appeal following such procedures
- e the first application for, or application for the renewal of, the **Insured Person's** Statutory Licence
- f any suspension, revocation, alteration or refusal to renew a Statutory Licence which is imposed by **Acts of Parliament** or national or local government regulation or order.

Event 8 - Personal Injury

The **Insured Person** has cover for the pursuit of his or her legal rights following a sudden or specific incident which causes the **Insured Person's** death or bodily injury.

Provided that the death or bodily injury arises out of working for the **Business**.

What is not covered under Event 8

- a Disputes between the **Insured** and the **Insured Person**.
- b Any illness or injury arising from a gradually operating cause.

Event 9 - Jury Service Allowance

The **Insured** has cover for **Jury Service Allowance**.

Event 10 - Contract Disputes and Disputed Debt

The **Insured** has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a **Contract** which includes payment or receipt of a **Disputed Debt**.

What is not covered under Event 10

- a The pursuit by the **Insured** of an **Undisputed Debt**.
- b the pursuit or defence of any claim brought by or against the **Insured** caused by or arising from or in relation to professional services, advice or specification given by the **Insured** or on the **Insured's** behalf.
- c any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the **Insured** or on the **Insured's** behalf.
- d any dispute where a claim is brought against the **Insured** caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
- e any dispute concerning computer hardware, software, systems or services designed or adapted specifically for the **Business**.
- f any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
- g any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or Tenancy Agreement.
- h any dispute relating to the legal right of the **Insured** to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
- i any dispute relating to the ownership, possession, hiring, leasing or use of motor vehicles.
- j any dispute arising out of the amount payable under an insurance policy.
- k any dispute where the **Insured's Legal Representative** is not satisfied that there are, or will be, sufficient assets to satisfy a judgement.
- l for **Disputed Debt** only, any claim which is not made within 90 days of the money becoming due and payable.

Exclusions

In respect of all Events there is no cover for:

- a **Legal Expenses, Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance** incurred without the **Insurer's** prior written Consent.
- b Any cause, event or circumstance occurring prior to or existing at the inception of this section of the policy and which the **Insured Person** knew, or ought to have known, may give rise to a claim by or against the **Insured Person**.
- c Any claim which does not arise from or relate to the **Business**, other than a claim in respect of **Jury Service Allowance**.
- d Any claim in respect of which the **Insured Person** is, or but for the existence of this Section would be, entitled to an indemnity or contribution under any other policy or certificate of insurance except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- e Any claim in respect of which the **Insured Person** is entitled to an indemnity or contribution under any other Section of this Policy.
- f Any claim in respect of which the **Insured Person** is entitled to Legal Aid.
- g Any claim arising out of a deliberate, conscious, intentional or reckless act 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 any such claim.
- h Any claim made, brought, commenced or defended outside of the **Geographical Limits**.
- i Any claim where in the **Insurer's** opinion there are no **Reasonable Prospects of a Satisfactory Outcome**.
- j Fines or other penalties imposed by a court, tribunal or regulator.
- k Any dispute between the **Insured Person** and Allianz Insurance plc and any of its subsidiary companies.
- l Any dispute between the **Insured Person** and the **Legal Representative** in respect of a claim under this Section or between the **Insured** and the provider of any Additional Service or telephone helpline available under this Section.
- m Any claim relating to damage to goods in transit, or goods lent or hired to third parties, or goods at premises, other than the **Premises**.
- n Any claim arising from or relating to the operation of a franchise or distribution agreement.
- o Any claim arising from or relating to a shareholding agreement or a partnership agreement or a trust.
- p Any claim arising as a result of an allegation of libel, slander or malicious falsehood including defamation or injury to reputation.
- q Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- r Any claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- s Any Arbitration or Adjudication whether formal or informal.
- t Any claim relating to any non-contracting parties' right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
- u Defending the **Insured Person** in any legal proceedings arising from:
 - i. bodily injury, psychological injury or illness (including stress), disease or death; or
 - ii. loss, destruction or damage to property; or
 - iii. alleged or actual breach of any duty owed as a director or officer of the **Insured**, other than as specified in Event 1d Pension Trustee Defence.

- v Any VAT attaching to **Legal Expenses** incurred with the **Insurer's** consent which is recoverable by the **Insured Person** from elsewhere.
- w Any dispute between individuals comprising the **Insured** or with any subsidiary, parent or associated company of the **Insured**.
- x Any claim relating to or arising from the following alleged activities:
 - i. Fraud, money laundering, bribery offences, breaches of international sanctions, theft or other dishonest activities; or
 - ii. Offences against another person including but not limited to violence or sexual offences; or
 - iii. Criminal proceedings relating to the manufacture, distribution or use of weapons, alcohol, drugs, indecent or obscene materials.

Conditions

In addition to the General Conditions of this Policy the following also apply to this Section:

A. General Conditions

1. Change of Risk

It is a condition precedent to the liability of the Insurer to provide Cover under this Policy that the Insured must notify the Insurer in writing of any alteration during the Period of Insurance which would materially affect the Insurer's assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the Insurer. Upon notification of any alteration the Insurer may alter the premium and the Insured will pay an additional premium to, or receive a refund of premium from, the Insurer as the case may be.

2. Arbitration

Any dispute between the Insured Person and the Insurer concerning this Section 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 Section. The arbitration award will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

3. Maintenance of Records

It is a condition precedent to the Insurer's liability to provide Cover under this Section 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.

4. Disclosure of the Existence of this Section

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

5. Assignment

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

B. Claims Process Conditions

1. Notification of Claim

It is a condition precedent to the Insurer's liability to provide Cover under this Section 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 or a claim, claim form, summons or other legal process.

If the Insured Person fails to notify the Insurer within 6 months of the first occurrence of such cause, event or circumstance, any Claim arising from that cause, event or circumstance will not be accepted if the Insurer has suffered prejudice as a result of the delay.

When such a notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been made, brought or commenced during the Period of Insurance.

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.

2. Consent

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

- i. provide cover under this Section in respect of the claim; and
- ii. incur Legal Expenses; and
- iii. pay Awards of Compensation, 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, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Section

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 Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section 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.

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 pay Legal Expenses 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 Section the Insured Person must take all reasonable measures to minimise the Legal Expenses, Awards of Compensation, 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 Section.

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 Section 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 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 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 Section 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 Section 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, Jury Service Allowance or Witness Attendance Allowance paid for by the Insurer must be repaid.

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 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 Section.

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 Section 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 Section, 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 Section 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 Persons 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

It is a condition precedent to the Insurer's liability to provide cover under this Section that:

- i. 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 Insurers 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 Section 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 Section 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.

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, 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 Section 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 Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses or Awards of Compensation 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 Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

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**

Additional Services

In addition to the indemnity provided by this Section, 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 Schedule.

Debts pursued in England or Wales: **0151 907 3141**

Debts pursued in Scotland: **0141 249 6171**

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 Section 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 Section.

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 **0370 241 4140** 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.

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 Section; or
- the Insured requires a full legal review of the 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 the 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 **0370 241 4140** 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.

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