

## Commercial Plus Legal Protection Policy Prospectus

The following provides a summary of the cover, the full terms and conditions can be found in the policy wording.

Commercial Plus Legal Protection is a legal protection insurance policy, which will cover the legal costs if you have a legal dispute arising out of your normal business activities. The types of legal dispute you will be covered for and the amounts we will pay (the limit of indemnity) are described below and in the policy wording. These costs are insured by Allianz Legal Protection, part of Allianz Insurance plc.

Commercial Plus Legal Protection is a 'claims made' policy which means that means that claims must be initially notified to, and accepted by, the insurers during the period of insurance.

Commercial Plus Legal Protection also includes access to a 24-hour legal advice helpline for business-related matters.

### What will I be covered for?

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

Significant features and benefits	Significant exclusions or limitations
<p><b>Lawphone Legal Helpline</b></p> <p>Access to legal advice, 24 hours, all year round to obtain advice on any business related legal matter.</p>	<ul style="list-style-type: none"> <li>• Advice is only available over the telephone.</li> <li>• Advice only relates to your company's legal problems.</li> </ul>
<p><b>Contract</b></p> <p>You have cover of up to <b>£50,000</b> for any one claim in respect of your legal costs to pursue or defend disputes relating to the sale, purchase, hire, service, supply or repair of goods or the supply or purchase of a service.</p>	<ul style="list-style-type: none"> <li>• The first £1,750 of any one claim.</li> <li>• The amount in dispute must be at least £5,000, except for disputes relating to the construction, alteration or repair of a building or structure belonging to you, where the amount in dispute must be at least £25,000.</li> <li>• Any dispute where you are defending an action arising from the supply of goods or services relating to the construction, alteration or repair of any building or structure.</li> <li>• Any dispute arising in the first three months of the first period of insurance. This will not apply if you had cover which is equivalent to that provided under this section under another legal expenses policy up to the start of the first period of insurance.</li> <li>• Any arbitration arising out of an arbitration clause in a contract.</li> <li>• Adjudication.</li> <li>• Any dispute to do with computers or lease or tenancy agreements.</li> <li>• Any dispute to do with an actual or alleged breach of your duty of care, professional duty or your negligence.</li> </ul>

Significant features and benefits	Significant exclusions or limitations
<p><b>Employment</b></p> <p>You have cover of up to <b>£100,000</b> for any one claim in respect of your legal costs to defend disputes at an Employment Tribunal relating to a contract for permanent employment with workers or prospective workers.</p> <p>Your cover also includes Basic and Compensatory awards made by an Employment Tribunal or superior court or through a negotiated settlement with our agreement.</p>	<ul style="list-style-type: none"> <li>• The first £1,750 of any one claim.</li> <li>• Claims where you have not sought and followed the advice of the Lawphone Legal Helpline before making significant changes to a worker's contract of employment or taking disciplinary action against a worker.</li> <li>• Any dispute arising in the first three months of the first period of insurance. This will not apply if you had cover which is equivalent to that provided under this section under another legal expenses policy up to the start of the first period of insurance.</li> <li>• Any dispute with a worker where you have given that worker a warning in the six months leading up to the start of this policy.</li> <li>• Compensation for a redundancy payment or any money contractually due to a worker.</li> <li>• Any dispute under the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Acquired Rights Directive or an industrial dispute.</li> </ul>
<p><b>Taxation Proceedings</b></p> <p>You have cover of up to <b>£100,000</b> for any one claim in respect of your professional fees and costs to represent you in:</p> <ul style="list-style-type: none"> <li>• a Full Enquiry by HM Revenue &amp; Customs into your business tax affairs;</li> <li>• a PAYE Investigation by HM Revenue &amp; Customs;</li> <li>• a VAT Tribunal;</li> <li>• an appeal against a decision made by HM Revenue &amp; Customs Commissioners or a VAT Tribunal.</li> </ul>	<ul style="list-style-type: none"> <li>• The first £500 of any one claim.</li> <li>• Any costs to do with the normal reconciliation of your annual returns.</li> <li>• Any Aspect or IR35 enquiry by HM Revenue &amp; Customs.</li> <li>• Any claims relating to criminal activities or deliberate, reckless or careless mis-statements by you.</li> </ul>
<p><b>Criminal Prosecution Defence</b></p> <p>You have cover of up to <b>£100,000</b> for any one claim in respect of your legal costs to defend your legal rights after an event which arises out of your normal business activities and results in criminal proceedings against you.</p>	<ul style="list-style-type: none"> <li>• The first £500 of every claim.</li> <li>• The defence of a prosecution for fraud, theft or forceful or violent acts.</li> <li>• The defence of a prosecution relating to: <ul style="list-style-type: none"> <li>➢ taxation proceedings;</li> <li>➢ the ownership, possession or use of motor vehicles, aircraft, watercraft, trailers or caravans;</li> <li>➢ pollution.</li> <li>➢ bodily injury, illness, disease or death, or</li> <li>➢ loss, destruction or damage to property, or</li> <li>➢ alleged or actual breach of any duty owed as a director or officer of the Policyholder</li> </ul> </li> </ul>

Significant features and benefits	Significant exclusions or limitations
<p><b>Property</b>            You have cover of up to <b>£100,000</b> for any one claim in respect of your legal costs if you take legal action in a dispute relating to physical damage caused to your business premises or property at your business premises, which results in proven financial loss to you.</p>	<ul style="list-style-type: none"> <li>• The first £500 of any one claim.</li> <li>• Any dispute arising in the first three months of the first period of insurance. This will not apply if you had cover which is equivalent to that provided under this section under another legal expenses policy up to the start of the first period of insurance.</li> <li>• Damage caused by driving or using a motor vehicle, aircraft or watercraft.</li> <li>• Damage arising out of a contract you have with another person or organisation.</li> <li>• Adjudication.</li> <li>• Disputes relating to mining or other subsidence of heave.</li> <li>• Disputes over tenancy or lease agreements.</li> </ul>
<p><b>Data Protection</b>            You have cover of up to <b>£100,000</b> for any one claim in respect of your legal costs to:</p> <ul style="list-style-type: none"> <li>• Defend you in a dispute relating to the Data Protection Act 1998.</li> <li>• Appeal against a refusal of an application for registration or alteration of your registered particulars.</li> <li>• Appeal against an Enforcement, De-registration or Transfer Prohibition Notice.</li> <li>• Pay compensation awards against you relating to the holding, loss or unauthorised disclosure of data under Data Protection legislation.</li> </ul>	<ul style="list-style-type: none"> <li>• The first £500 of any one claim.</li> <li>• Any prosecution where you are accused of fraud or theft.</li> <li>• Any dispute relating to your failure to register as a Data Controller.</li> <li>• Any dispute relating to your failure to comply with legislation concerning the processing of Sensitive Personal Data.</li> </ul>
<p><b>Jury Service</b>            You have cover of up to <b>£5,000</b> for any one claim in respect of the salary or wages of a worker that you cannot get back from the court if that worker has to go to court for jury service.</p>	<p>The limit is £100 per day.</p>
<p><b>Witness Attendance Allowance</b>            You have cover of up to <b>£5,000</b> for any one claim in respect of the salary or wages of a worker that you cannot get back from the court, tribunal or arbitration. This cover will only apply if we require that worker to go to court, tribunal or arbitration as a witness for you in respect of a claim under sections 1, 2, 3, 4, 5 or 6.</p>	<p>The limit is £100 per day.</p>

## General Exclusions and Conditions

This is a summary only, a full description of the cover is in the policy wording.

General Policy Exclusions and Conditions	Significant exclusions or limitations
<b>Limit of Indemnity</b>	<ul style="list-style-type: none"><li>• We will pay up to <b>£500,000</b> for all claims first notified to, and accepted by, us during the Period of Insurance</li></ul>
<b>General Exclusions</b>	<ul style="list-style-type: none"><li>• A claim where you are entitled to Legal Aid.</li><li>• You must have a reasonable prospect of a satisfactory outcome.</li><li>• Claims that are not reported to us during the period of insurance.</li><li>• Any circumstances that you knew, or should have known, about before the period of insurance begins and which then result in a claim.</li><li>• Any claim that arises out of something you did deliberately, consciously, intentionally or recklessly.</li><li>• Any VAT you can recover from elsewhere.</li><li>• Any application for a judicial review.</li></ul>

### How long will I be covered for?

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

### How do I make a claim under the policy?

You can notify a claim directly to the Lawphone Legal Helpline on 0870 241 4140. You will be asked for the Master Policy Number, shown on your Policy Schedule, and a brief summary of the problem.

### What if I have a complaint?

If you have a complaint about anything other than the sale of the policy please contact the Customer Satisfaction Manager at:

Allianz Legal Protection

Redwood House

Brotherswood Court

Great Park Road

Bradley Stoke

Bristol

BS32 4QW

United Kingdom.

Or phone: 0870 243 4340

If we are unable to resolve the problem we will provide you with information about the Financial Ombudsman Service.

Full details of our complaints procedure may be found in your policy wording.

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

**Will I be entitled to compensation if Allianz cannot meet its liabilities?**

You might be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot pay a claim.

You might be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the rest.

Further information about compensation scheme arrangements is available from FSCS.

**Law of this policy**

Unless specifically agreed, the policy will be subject to the Law of England and Wales.

Allianz Insurance plc.

Registered in England number 84638. Registered office: 57 Ladymead, Guildford, Surrey GU1 1DB United Kingdom.

Allianz Insurance plc is authorised and regulated by the Financial Services Authority, registration number 121849 and this can be checked by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Allianz Insurance plc is a member of the Financial Ombudsman Service and Association of British Insurers.

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