

Home

# Legal Protection Section

**Cornhill**

Direct

PLEASE KEEP YOUR POLICY IN A SAFE PLACE



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# Introduction

## Cornhill Direct

This is **your** Home Legal Protection 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 0844 391 4108 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 an event that takes place during the **period of insurance** and within the **territorial limits**.

This Home Legal Protection section together with **your** Home Insurance policy wording and policy schedule forms **your** contract.

The premium **you** have paid for this policy includes insurance premium tax.

Signed on behalf of Allianz Insurance plc

A handwritten signature in blue ink that reads "Andrew Torrance". The signature is written in a cursive style with a horizontal line underneath the name.

Andrew Torrance

Chief Executive

# The meaning of words

Some of the words in this policy have specific meanings. These are explained below and under Event 5 Mediation on page 8 of this policy section. They have the same meaning wherever they appear in **bold** text throughout this section.

**Partner** – Someone you are married to or live with as if **you** are married.

**Period of insurance** – The period shown on **your** policy schedule.

**You, your** – The person named in **your** current certificate of household insurance and his or her **partner**, children, parents and parents-in-law who permanently live at the same address.

**The following definitions only apply to Events 1, 2, 3 and 4 of this Home legal protection section.**

## Costs

**We** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative**, on a **standard basis**, up to the standard rates set by the courts, which **you** cannot recover from **your** opponent.
- **Your** opponent's **costs** in civil cases which **you** are ordered to pay by a court or tribunal or which **you** pay to **your** opponent with **our** written agreement.

**We** will only pay **costs** which **we** consider are necessary and in proportion to the value of **your** claim.

**We** will only start to cover **costs** from the time **we** have accepted **your** claim in writing and appointed the **legal representative**.

## Excess

The first amount of each and every claim which **you** must pay.

**Legal representative** – The solicitor or other person appointed with **our** agreement under this policy to represent **you**. At any time before **we** agree that legal proceedings need to be issued, **we** will choose the **legal representative**.

**You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, **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 representatives**. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition c on page 11.

When choosing the **legal representative**, **you** must remember **your** duty to keep the **costs** of any legal proceedings as low as possible.

## Standard basis

The assessment of **costs** which are proportionate to **your** claim.

## Territorial limit

The **territorial limit** for Event 1 Personal injury is Great Britain, Northern Ireland, the Channel Islands, the Isle of Man, Andorra, Austria, Belgium, Croatia, Cyprus, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, the Republic of Ireland, San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland and Turkey.

The **territorial limit** for Event 2 Clinical disputes, Event 3 Consumer contract and Event 4 Employment contract is Great Britain, Northern Ireland, the Channel Islands and the Isle of Man.

**We, us, our** – Allianz Legal Protection, part of Allianz Insurance plc.

# Event 1

## Personal Injury

### What is covered under Event 1

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent as a result of a sudden and specific event which causes **your** death or bodily injury.

We will provide this cover as long as:

- the event happened within the **period of insurance** and the **territorial limit**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages at all times.

The most **we** will pay for all claims arising from one event is £50,000.

### What is not covered under Event 1

We will not provide cover for the following.

- 1 The first £250 of every claim where **we** agree to appoint a **legal representative** that **you** choose.
- 2 Any claim to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)
- 3 Any claim relating to **you** driving a motor vehicle.
- 4 Any claim relating to medical treatment.

# Event 2

## Clinical Disputes

### What is covered under Event 2

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent as a result of medical treatment, which causes **your** death or bodily injury.

We will provide this cover as long as:

- the medical treatment starts during the **period of insurance** and takes place within the **territorial limit**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages at all times.

The most **we** will pay for all claims arising from one event is £50,000.

### What is not covered under Event 2

We will not provide cover for the following.

- 1 The first £250 of every claim where **we** agree to appoint a **legal representative** that **you** choose.
- 2 Any claim to do with stress, emotional or psychological injury, illness or symptoms. (This does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury.)

# Event 3

## Consumer Contract

### What is covered under Event 3

#### a Taking legal action

We will pay the **costs we** have agreed to of **you** taking legal action against **your** opponent in a dispute following a breach of a contract **you** have for buying, selling or renting goods or services.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**;
- the dispute started within the **period of insurance**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages or settling the dispute in another way at all times.

The most **we** will pay for all claims arising from one event is £50,000.

#### b Defending legal action

We will pay the **costs we** have agreed to of **you** defending legal action taken against **you** by **your** opponent in a dispute following a breach of a contract **you** have for buying, selling or renting goods or services.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**;
- the dispute started within the **period of insurance**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully defending the legal action or settling the dispute in another way at all times.

The most **we** will pay for all claims arising from one event is £50,000.

### What is not covered under Event 3

We will not provide cover for the following.

- 1 The first £250 of every claim where **we** agree to appoint a **legal representative** that **you** choose.
- 2 Any dispute which starts within three months of the date this policy section starts, unless the claim is for goods or services **you** bought after the start of this policy section. (This does not apply if **you** had the same cover under another policy, up to the date **your** policy section started.)
- 3 Disputes for amounts less than £100.
- 4 Anything to do with motor vehicles or their parts and accessories.
- 5 Anything to do with building, converting or extending **your** home.
- 6 Anything to do with work carried out for the benefit of land or buildings that are not **your** permanent home.
- 7 Any dispute over the amount of money or other compensation due under an insurance policy.
- 8 Any dispute to do with a contract **you** have for pensions, savings or investments of any kind.
- 9 Any dispute to do with the buying or selling of any land or **your** home. (This does not apply if the dispute is to do with services **you** have bought which relate to the buying or selling of that land or **your** home).
- 10 Any dispute arising out of a tenancy agreement, lease agreement or licence to occupy **your** permanent home or any other land or property that **you** own.
- 11 Anything to do with a contract for **your** business activities.
- 12 Any dispute with any local authority, public authority or any government department.

# Event 4

## Employment Contract

### What is covered under Event 4

We will pay the **costs we** have agreed to of **you** taking legal action against **your** employer at an employment tribunal in a dispute following a breach of **your** contract for **your** full-time employment or permanent part-time employment.

We will provide this cover as long as:

- **you** entered into the contract within the **territorial limit**;
- the dispute started within the **period of insurance**;
- the legal action is brought within the **territorial limit**; and
- **you** have a reasonable chance of successfully recovering damages or settling the dispute in another way at all times.

The most **we** will pay for all claims arising from one event is £50,000.

### What is not covered under Event 4

We will not provide cover for the following.

- 1 The first £250 of every claim where **we** agree to appoint a **legal representative** that **you** choose.
- 2 Any costs or expenses that **you** incur in relation to any disciplinary action, grievance or investigation to do with **your** contract of employment.
- 3 Any costs or expenses that **you** incur in relation to any compromise agreement to do with **your** contract of employment.
- 4 Any legal action against **your** employer that is not dealt with by an employment tribunal.
- 5 Any dispute which starts in the first **period of insurance** if **you** were given a verbal or written warning in the six months leading up to the date this policy section starts. (This does not apply if **you** had the same cover under another policy up to the date **your** policy section started.)
- 6 Any dispute which is only about the amount of redundancy pay.
- 7 Anything to do with subcontracting or a contract for services if **you** are self-employed.
- 8 Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms.

# Conditions

## Conditions that apply to Events 1, 2, 3 and 4 of this Home legal protection section

If **you** do not keep to the conditions, **we** will have the right to cancel **your** section, refuse any claim and withdraw from any current claim.

### 1 **You** must:

- a report any claim to **us** and not to any other person or organisation.
- b give **us** written details of **your** claim along with any other supporting information **we** ask for.
- c make **your** claim within six months of the event which gave rise to the dispute.
- d not appoint a **legal representative**.
- e follow the advice of the **legal representative** and provide any information he or she asks for.
- f take every reasonable step to recover **costs** and pay them to **us**.
- g get **our** written permission before making an appeal.
- h make sure that the **legal representative** keeps to condition 2 below.

### 2 The **legal representative** must:

- a get **our** written permission before instructing a barrister or expert witness.
- b tell **us** if, at any stage, there is no longer a reasonable chance of a successful defence, recovering damages or getting any other remedy.
- c tell **us** immediately if **you** or **your** opponent make a payment into court or any offer to settle the matter.
- d report the result of the claim to **us** when it is finished.

### 3 **We** will have the right to:

- a take over and conduct, in **your** name, any claim or proceedings.
- b settle a claim by paying the amount in dispute.
- c appoint the **legal representative** in **your** name and on **your** behalf.
- d have any legal bill audited or assessed.
- e contact the **legal representative** at any time, and have access to all statements, opinions and reports.
- f end **your** claim if, during the course of the claim, **we** think there is no longer a reasonable chance of success. If **you** continue the claim and get a better settlement than **we** expected, **we** will pay **your** reasonable costs.
- g settle the **costs** covered by **your** section at the end of the claim.
- h end **your** claim and recover any **costs** from **you** which **we** have already paid or agreed to pay if:
  - the **legal representative** reasonably refuses to continue acting for **you** because of any unreasonable act or failure to act by **you**; or
  - **you** unreasonably withdraw **your** claim from the **legal representative** without **our** agreement; and
  - **we** do not agree to appoint another **legal representative** to continue **your** claim.

### 4 Choosing the **legal representative**

At any time before **we** agree that legal proceedings need to be issued, **we** will choose the **legal representative**.

**You** can only choose the **legal representative** if **we** agree that legal proceedings need to be issued or if a conflict of interest arises which means that the **legal representative** cannot act for **you**. **You** must send his or her name and address to **us**. If **we** agree to appoint a **legal representative** that **you** choose, **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**. **We** may decide not to accept **your** choice of **legal representative**. If **we** do not agree with **your** choice, the matter will be settled using the procedure in condition c on page 11.

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 following definitions only apply to Event 5 of this Home legal protection section

### Costs

We will pay the following.

- The professional fees and expenses the **mediator** reasonably and properly charges.
- We will also pay the **costs** that the **mediator** will charge **your** opponent.

We will only start to cover **costs** from the time we have accepted **your** claim in writing and appointed the **mediator**.

### 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, but both **you** and **your** opponent must agree to take part.

There is no guarantee that **you** will reach a solution. However, the courts encourage **mediation** and if **you** refuse to try it, they will take this into account when deciding what costs to award if **you** do decide to take legal action.

### Mediator

The **mediator** is an independent and qualified person who will help **you** and **your** opponent to reach an agreement. We will always choose the **mediator**. 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, the Channel Islands and the Isle of Man.

### We, us, our

Allianz Legal Protection, part of Allianz Insurance plc.

## What is covered under Event 5

We will pay the **costs** we have agreed to of up to five hours of **mediation** between **you** and **your** opponent over the following.

- A boundary dispute.
- Noise.
- Access to **your** home.

We will provide this cover as long as:

- the dispute relates to **your** permanent home;
- the dispute started within the **period of insurance**; and
- **your** permanent home is within the **territorial limit**.

The most we will pay for all claims arising from one event is £2,000.

## What is not covered under Event 5

We will not provide cover for any dispute with any local authority, public authority or any government department.

### Conditions that apply to Event 5

If **you** do not keep to the following conditions, we will have the right to cancel the policy, refuse any claim and withdraw from any current claim.

- 1 **You** must:
  - a give us written details of **your** claim along with any other supporting information we ask for.
  - b make **your** claim within six months of the event which caused the dispute.
  - c not appoint a **mediator**.
- 2 **We** will have the right to do the following.
  - a Settle a claim by paying the amount in dispute.
  - b Settle the **costs** covered by Event 5 at the end of the claim.

- c Choose the **mediator**.
- d End **your** claim and recover any **costs** from **you** which **we** have already paid or agreed to pay if:
  - the **mediator** reasonably refuses to continue acting for **you** because of any unreasonable act or failure to act on **your** part; or
  - **you** unreasonably withdraw **your** claim from the **mediator** without **our** agreement; and
  - **we** do not agree to appoint another **mediator** to continue **your** claim.

## What is not covered by Events 1, 2, 3, 4 and 5 of this Home legal protection section

We will not provide cover for the following.

- 1 Any claim directly or indirectly caused by or resulting from any equipment (whoever owns it) failing to recognise, interpret or deal with any date change.
- 2 Any **costs** incurred before **we** have accepted **your** claim in writing.
- 3 Any **costs** covered by another insurance policy.
- 4 Any **costs we** have not agreed to in writing.
- 5 Any claim which **you** report to **us** more than 6 months after the event which gave rise to the dispute.
- 6 Any fines or penalties.
- 7 Disputes between **you** and **us**.
- 8 Disputes between **you** and any other person covered by this policy.

- 9 Disputes between **you** and someone **you** live with or have lived with.
- 10 Disputes or claims arising from the deliberate, conscious, intentional or careless disregard by **you** of the need to take all reasonable steps to avoid, prevent and limit any such dispute or claim.
- 11 Any application for a judicial review.
- 12 Any dispute to do with written or verbal remarks which damage **your** reputation.
- 13 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
- 14 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

## How to make a claim under Events 1, 2, 3, 4 and 5

If **you** need to make a claim under Events 1, 2, 3, 4 and 5 of this section call **Lawphone** on **0870 241 4140** and quote the policy reference which is shown under the Home legal protection section on **your** policy schedule. **You** will be asked for a brief summary of the problem and these details will be passed on to an adviser who will call **you** back. **We** will send **you** a claim form. Fill the claim form in and send it to:

**The Claims Department  
Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke,  
Bristol BS32 4QW  
United Kingdom.**

**We** will contact **you** once **we** have received the claim form. **You** must not appoint a solicitor or **mediator** yourself.

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. 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 and will only start to cover the **costs** from the time **we** have accepted the claim and appointed the **legal representative** or **mediator**.

If **we** have agreed to appoint a **legal representative** that **you** choose, **you** must pay the £250 **excess** by cheque made out to Allianz Insurance plc. **We** will not appoint the **legal representative** until **you** have paid the **excess**.

## Event 6 Health and Medical Information Service

This service provides **you** with information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve general fitness. Information is available on self-help groups and hospital waiting lists. To contact this service phone **08705 234999**. Please state that **you** are an Allianz Home legal protection policyholder and quote the policy reference which is shown under the Home legal protection section on **your** policy schedule.

This service is provided 24 hours a day, 7 days a week during the **period of insurance**.

To help check and improve service standards, all calls are recorded.

## Event 7 Counselling Service

This service provides **you** with a confidential counselling service over the phone, including, where appropriate, onward referral to relevant voluntary or professional services.

To contact this service phone **08705 234999**. Please state that **you** are an Allianz Home legal protection policyholder and quote the policy reference which is shown under the Home legal protection section on **your** policy schedule.

This service is provided 24 hours a day, 7 days a week during the **period of insurance**.

To help check and improve service standards, all calls are recorded.

# Conditions that apply to all Events of this section

## a Cancellation rights

**You** may cancel this policy within 14 days of receiving **your** policy wording. **We** will refund any money **you** have paid.

At any other time during the **period of insurance**, **you** or **we** may cancel the policy section by giving 30 days notice. If **you** cancel the policy section during this time, **you** will not be entitled to a refund of the money **you** have paid. If **we** cancel the policy section during this time, **we** will refund any amount **you** have paid for the rest of the **period of insurance**, as long as **you** have not made a claim.

**You** cannot make a claim for an event which occurred after the date the policy section was cancelled, but cancelling the policy section will not affect **your** right to claim for an event which occurred before the date the policy section was cancelled.

Every notice to cancel this policy section must be given in writing by recorded delivery. If **you** give **us** notice to cancel the policy section, **you** must send it to **our** address. If **we** give **you** notice, **we** will send it to **your** last known address.

**Our** address is:

Allianz Personal  
2530 The Quadrant  
Aztec West  
Almondsbury  
Bristol  
BS32 4AW  
United Kingdom.

If **your** Cornhill Direct Home Insurance is cancelled at any time, this section will also be cancelled from the same date.

## b Notices

Every notice which needs to be given under this policy must be given in writing.

If **you** give **us** notice, **you** must send it to **our** address. If **we** give **you** notice, **we** must send it to **your** last known address.

## c Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who **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.

## d Your agreements with others

**We** will not be bound by any agreement between **you** and:

- the **legal representative**;
- the **mediator**; or
- any other person or organisation.

## e Law and language of this policy

This policy section is subject to the laws of England and Wales.

**We** will communicate with **you** in English.

# Customer Service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

**We** will always confirm to **you** the receipt of **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 provide **you** with information about the Financial Ombudsman Service.

If **you** have a complaint please contact **our** Customer Satisfaction Manager at:

Allianz Legal Protection  
Redwood House  
Brotherswood Court  
Great Park Road  
Bradley Stoke  
BS32 4QW  
United Kingdom.  
Phone: 0845 0700 886  
Email: [legalprotection@allianz.co.uk](mailto:legalprotection@allianz.co.uk)

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



## How to contact us

**0870 241 4140**

Lawphone and Legal Protection Helpline

**0844 391 4108**

Home Insurance Customer Helpline

Open 8am – 8pm Monday – Friday

9am – 3pm Saturday

**0844 391 4110**

Home Insurance Claims Helpline

Open 8am – 6pm Monday – Friday

9am – 1pm Saturday

To improve our customer service, calls may be recorded or monitored

**[www.cornhilldirect.co.uk](http://www.cornhilldirect.co.uk)**

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