RENOVATION PLAN

Part of HOWDEN

LEGAL EXPENSES

POLICY WORDING

Cover for your renovation, conversion or self-build project

renovationplan.co.uk

PARTNERS FOR YOUR PROJECT

POLICY WORDING-LEGAL EXPENSES POLICY

Thank **you** for choosing Howden UK Brokers Limited and Renovation Plan for **your** property insurance. The complete Renovation Plan documents consist of:

- **Policy** Wording
- **Policy Schedule**
- Insurance Product Information Document
- Statement of Fact

Please check these documents meet **your** needs and that **you** understand them. If **you** need to make any amendments to **your policy** or **you** need to discuss a claim please contact Howden UK Brokers Limited.

Howden UK Brokers Limited
Key House
Burnham Business Park
Burnham-on-Crouch
Essex CM0 8TE

Website: www.renovationplan.co.uk
Email: info@renovationplan.co.uk
Telephone: 01621 784840 Fax: 01621 78440

This **policy** has been arranged by Howden UK Brokers Limited on behalf of the insurer stated in **your Schedule.**

INDEX

Legal Expenses

Legal Expenses is provided by Allianz and the covers provided, policy exclusions & claims procedure under this section are only applicable to Section 8.

Allianz Legal Protection – Self Build & Renovation Legal Expenses Insurance Policy Wording

Thank you for choosing Allianz Insurance plc. We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc, you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your needs, as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your legal representative to ensure you receive the highest levels of product and service excellence and if you need to make a claim, you can rest assured that you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly.

WHO DOES IT COVER?

The person named as the policyholder on **your schedule** during the period of insurance at the property or land on **your schedule**.

What criteria applies?

- The insured property must be in Great Britain, Northern Ireland, Channel Islands or the Isle of Man.
- Each and every contract must be recorded and evidenced in writing and the **Insured Person** must have kept a copy of the contract
- The **Insured Person** must ensure that the main contractor of each individual trade carrying out the construction of the self build or renovation project has Professional Indemnity insurance and must have obtained and kept a copy of the insurance schedules

IMPORTANT INFORMATION

This **policy** has been offered based on information provided by **you**. If any of this information is incorrect, or changes during the term of **your policy**, please let **your** insurance broker or intermediary know at **your** earliest convenience to ensure that **your** cover remains fully effective and in force.

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) supply accurate and complete answers to all the questions **we**, **your** insurance broker or intermediary may ask as part of your application for cover under the **policy**;

b) to make sure that all information supplied as part of **your** application for cover is true and correct;

c) tell **your** insurance broker or intermediary of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **your** insurance broker or intermediary asks when **you** take out, make changes to and renew **your policy**.

If any information **you** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

This **policy** must be read together with **your** current **schedule**, insurance product information document and any endorsements or certificates. These items together form **your** contract of insurance.

HOW TO MAKE A CLAIM

If **you** need to make a claim call Lawphone on **0370 241 4140** (Lines open 24 hours, 7 days a week) and quote the master policy number shown on **your policy schedule**.

You will be asked for a brief summary of the problem and these details will be passed to an advisor who will call **you** back.

We will tell **you** if **we** need **you** to complete a claim form. If **we** do, **we** will send it to **you**. Please fill the claim form in and send it to:

Email: lawphoneclaimforms@allianz.co.uk

The Claims Department
Allianz Legal Protection
PO Box 5290
Worthing
BN11 9TB

We will contact **you** once **we** have received the claim form.

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

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

Please see Condition 4 Freedom to choose the **legal representative** of Conditions that apply to this **policy** for an explanation of when **you** can choose the **legal representative**.

Lawphone legal helpline

Your Self Build & Renovation Legal Expenses Insurance **policy** includes access to Lawphone to give advice, 24 hours a day, 365 days a year, on legal matter relating to this self build or renovation project. The advice **you** get from Lawphone will always be according to the Laws of Great Britain and Northern Ireland. **We** may record the calls for **your** and **our** mutual protection and our training purposes.

Lawphone: 0370 241 4140 (Lines open 24 hours, 7 days a week)

When **you** call Lawphone quote the master policy number shown on **your policy schedule** along with the name of the insurance broker or intermediary who sold **you** the policy. **You** will then be asked for a brief summary of the problem and these details will be passed on to an advisor who will return **your** call.

LEGAL ASSISTANCE SERVICES

We have arranged for a selection of additional legal assistance services to be included for **you** with **your policy** at no additional cost.

Our legal assistance services are designed specifically to support, guide and provide **you** with options to resolve **your** legal needs. The additional services are described below.

Legal Assistance Online

As part of **your policy you** have unlimited, free access to various online tools and services that will help **you** to produce legal paperwork and other documents in connection with a wide range of matters that can affect **your** personal lifestyle. Legal Assistance Online enables **you** to draft over 150 legal documents which can be prepared by following the online interactive questionnaire. Once created the documents can be downloaded, printed and stored in **your** secure online legal account. In addition Legal Assistance Online has a detailed law guide which can provide **you** with up to date guidance and advice on many legal issues.

If you require guidance with the website please call 0345 644 8966.

To access Legal Assistance Online visit www.lawclubonline.co.uk and register using the registration code shown in your **policy schedule**.

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

Legal Health Check

This **policy** provides access to a legal health check. **You** are entitled to free, unlimited access to an online legal health check which will ask **you** a number of questions and provide an indication of the documents and services which **you** should consider to address the current legal aspects or issues which apply to **you**.

A range of legal areas will be included during each legal health check, for example Wills and Powers of Attorney or matters relating to residential property.

The legal health check does not include:

- the cost for a solicitor to review any documents;
- advice on any legal matters where a solicitor has already been appointed and is acting on **your** behalf in respect of any legal proceedings;
- advice related to any legal disputes involving **us** or any other parties that are insured under this **policy**.

The legal health check is provided at no cost and is an inclusive benefit of **your policy**. To access the health check please visit www.lawclubonline.co.uk and register using the registration code shown on your **schedule**.

The service **we** offer is designed to provide **you** with general information only.It does not constitute legal advice and should not be relied upon as such. A contract for legal services will not be established with **you** as a result of our offering **you** this service.

The legal health check is provided by Epoq Legal Ltd of Middlesex House, 29-45 High Street, Edgware, Middlesex HA8 7UU. If **you** require guidance with the website please call 0345 644 8966.

IMPORTANT INFORMATION ABOUT REASONABLE PROSPECTS OF SUCCESS

At all times during **your** legal action **reasonable prospects of success** must exist in order for **us** to begin, and continue, providing cover under this **policy**.

In order for **us** to decide whether **reasonable prospects of success** exist **we** will seek the opinion of the **legal representative**. If **we** are unable to agree with the **legal representative** on whether **reasonable prospects of success** exist, **we** will seek the opinion of any other legally qualified advisor or other expert appropriate to **your** claim that **we** feel it is necessary to consult in order to make **our** decision.

If **we** believe that **reasonable prospects of success** do not exist **we** will end **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because **you** have not complied with Condition 1c, 1d or 1e of Conditions that apply to this policy, **we** will not pay any **costs** incurred during **your** claim.

If **we** end **your** claim due to **reasonable prospects of success** no longer existing because of any other reason, **we** will pay **costs** incurred up to the date that **we** end **your** claim.

HOW TO MAKE A COMPLAINT

Our aim is to get it right, first time every time. If **you** have a complaint **we** will try to resolve it straight away. If **we** are unable to, **we** will confirm we have received **your** complaint within five working days and do **our** best to resolve the problem within four weeks. If **we** cannot **we** will let you know when an answer may be expected.

If **we** have not resolved the situation within eight weeks **we** will issue **you** with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution service.

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

Customer Satisfaction Manager
Email: alpcomplaints@allianz.co.uk
Allianz – ALP PO Box 5290, Worthing, B11 9TB
Tel: 0345 0700 886 (Line open 9am to 5pm, Monday to Friday excluding Bank Holidays)

If **your** complaint relates to a claim, it will assist us in handling your complaint quickly if **you** can please have **your** claim reference available when **you** contact **us**.

If **your** complaint relates to the sale of this **policy**, please contact **your** insurance broker or intermediary who sold **you** the **policy**.

You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.

If **you** do not refer **your** complaint in time, the Ombudsman will not have **our** permission to consider **your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Website: www.financial-ombudsman.org.uk
Telephone: 0800 0234567 or 0300 1239123
Email: complaint.info@financial-ombudsman.org.uk

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

Insurer and regulator

This insurance is underwritten by Allianz Legal Protection, a trading name of Allianz Insurance plc.

Allianz Insurance plc is registered in England No 84638 and is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority; Financial Services Register number 121849. Registered Office: 57 Ladymead, Guildford , Surrey GU1 1DB, United Kingdom.

Privacy Statement

For full details of how **we** protect **your** privacy and process **your** data please read the Privacy Statement that accompanies this **policy**.
The Privacy Statement can also be viewed online by visiting https://www.allianz.co.uk/privacy-notice.html

Telephone calls

Please note that telephone calls may be recorded for training and monitoring purposes and for **our** mutual protection.

Other formats

If **you** require this document in any other format please do not hesitate to contact **us**.

THE MEANING OF WORDS

Some of the words in this **policy** have specific meanings. They have the same meaning wherever they appear in **bold** text throughout this **policy**.

Civil case

A legal action which does not involve the defence of any criminal prosecution against **you**.

Costs

Where **we** have given **our** written agreement, **we** will pay the following on **your** behalf.

- The professional fees and expenses reasonably and properly charged by the **legal representative** on the **standard basis**, up to the Guideline Hourly Rates issued by the Senior Court Costs Office, which **you** cannot recover from **your** opponent.
- **Your** opponent's legal **costs** and expenses incurred in a **civil case** which **you** are ordered to pay by a court, or which **you** pay to **your** opponent with **our** written agreement.

We will only pay **costs** which are necessary for **your** claim . If **we** do not agree that the **costs** have been reasonably and properly incurred, or are necessary, **we** will have those **costs** assessed in accordance with General Condition 3f of General Conditions of this policy.

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

We will pay **costs** at the end of **your** claim and not on an interim basis.

Damages

Money that a court says **your** opponent must pay to **you** or money **your** opponent agrees to pay to **you** to settle **your** legal action.

Date of occurrence

1) The date of occurrence is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the date of occurrence is the first date of these events. This is the date the event happened, which may be before the date **you** first became aware of it.

Endorsement

Changes to the terms and conditions of **your policy** which will be shown in **your schedule**.

Legal representative

The solicitor or other person appointed with **our** agreement to represent **you** under the terms of this **policy**.

Period of insurance

The period **you** are covered as shown on **your schedule**.

Policy

The policy wording, **your** policy **schedule** and any applicable **endorsements** and amendment notices that may apply

Reasonable Prospects of Success

There are reasonable prospects of success if, at all times during **your** legal action against **your** opponent, it is more likely than not that:

- a court would:
    i. decide the legal action in **your** favour (this includes making a successful appeal or successfully defending an appeal following a decision made in respect of **your** claim by a court); or
    ii. award **you** a more favourable settlement than has already been offered by your opponent;

and

- if **you** are seeking **damages** from **your** opponent, **you** will recover them.

We explain in more detail how **we** will decide if **your** legal action has **reasonable prospects of success** under 'Important information about reasonable prospects of success' in this section.

Schedule

A printed document showing the **period of insurance**, the sums insured or limits of indemnity and any **endorsements** that apply to **your policy**.

Self Build Home

The dwelling to be constructed or renovated for the Insured Person within the Territorial Limit to be used by the Insured Person or family member for domestic purposes including outbuildings and mains services

Standard basis

The normal method used by the court to assess **costs** which the court decides are proportionate to **your** legal action and have been reasonably incurred by the **legal representative** and **your** opponent.

The **territorial limit** is Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

We, Us, Our

Allianz Legal Protection, a trading name of Allianz Insurance plc.

You, your

The person named as the policyholder on **your schedule**.

COVER PROVIDED

This **policy** provides the cover described under Events 1 & 2. In addition to the terms described for each Event, the General exclusions and the General conditions apply to the Events under this **policy**.

Event 1 - Self build or renovation contract disputes

What is covered

We will pay the **costs** of **you** taking legal action against **your** opponent, or defending legal action taken against **you** by **your** opponent, in a dispute arising from a breach of a written contract arising from or relating to the construction or renovation of the land or premises at the address on the **schedule**.

The cover provided by this Event also includes the **costs** of making or defending an appeal following a decision by a court in respect of **your** legal action.

We will provide this cover as long as:

- each and every contract must be recorded and evidenced in writing and the **Insured Person** must have kept a copy of the contract
- the **Insured Person** must ensure that the main contractor of each individual trade carrying out the construction of the self build or renovation project has Professional Indemnity insurance and must have obtained and kept a copy of the insurance schedules
- **you** entered into the contract within the **territorial limit**; and
- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most **we** will pay for all claims arising from the same dispute under **your** contract is £100,000.

What is not covered

1 any dispute which starts within three months of the date **you** first take out this **policy**, unless the claim is for goods or services **you** bought after **you** first take out this **policy**. This does not apply if **you** had the same cover under another **policy** up to the date **you** first take out this **policy**.

2 disputes for amounts less than £1000

3 anything to do with motor vehicles or their parts and accessories.

4 anything to do with work carried out on any land or buildings that are not **your self build home** at the address as detailed on the **schedule**.

5 any dispute over the amount of money or other compensation due under an insurance **policy**.

6 any dispute arising from a contract **you** have:

  i for any pension, savings or investments of any kind; or

  ii relating to any mortgage, loan agreement or any other consumer credit scheme; or

  iii for any other arrangement **you** have with a bank, building society or credit provider.

7 any dispute arising from the buying or selling of any land or property that is not part of **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 property).

8 any dispute arising out of the occupation of, or any other land or property, under a tenancy agreement, lease agreement or licence to occupy.

9 anything to do with a contract arising from or associated with **your** business, trade, profession or any commercial venture or for financial gain.

10 any dispute with any local authority, public authority or any government department.

11 any dispute arising from an application for planning permission.

12 any claim if the **Self Build Home** project is abandoned for any reason other than as a result of a claim under this policy.

13 claims involving tradesman or supplies subcontracted to the main contractor acting on the **Insured Person's** behalf.

14 any **costs** where you decide not to continue to pursue the claim as a result of disinclination. All **costs** incurred up until the point will become your responsibility.

Event 2 - Eviction

The eviction of anyone on the land or in the premises at the address shown on the **Schedule** who is there without your permission

We will provide this cover as long as;

- the dispute, or series of events leading to the dispute, first occurred during the **period of insurance**; and
- the legal action is brought within the **territorial limit**; and
- **we** have given **our** written agreement to **you** making or defending an appeal following a decision by a court in respect of **your** legal action; and
- **reasonable prospects of success** exist.

The most we will pay for all claims arising from the same dispute for the eviction is £100,000.

What is not covered

1 any dispute with any local authority, public authority or any government department.

General Exclusions

In addition to the exclusions described in 'What is not covered' by each Event, **we** will not provide cover for the following:

1 Any claim which **you** report to **us**:

   a. where the **date of occurrence** is before the date of inception of **your policy**;

   b. that is not notified to **us** as soon as is reasonably practicable after the **date of occurrence** if **we** suffer prejudice due to the late notification.

2 Any **costs**:

   a. incurred before **we** have accepted **your** claim in writing and appointed the **legal representative**;

   b. **we** have not agreed to in writing;

   c. **you** have paid directly to the **legal representative** or any other person without **our** permission;

   d. relating to an appeal following a decision by a court in respect of **your** legal action unless **we** and the **legal representative** agree that **reasonable prospects of success** exist;

   e. that the court orders **you** to pay to **your** opponent on anything other than the **standard basis**. This will normally be because of **your** improper or unreasonable conduct during your legal action.

3 Any money that **you** have to pay under an agreement **you** have with the **legal representative**, where that money is to be deducted from damages. Such agreements are often referred to as conditional fee agreements or damages-based agreements.

4 Any Value Added Tax that is payable on the **costs** incurred which **you** can recover from elsewhere.

5 Any fines or other penalties awarded against **you** by a court

6 Disputes between **you** and:

   a. any other person covered by this **policy**; or

   b. someone **you** live with or have lived with.

7 Any claim where it is clear from the information available relating to the claim that it has arisen from **your** deliberate or reckless action.

8 Any costs and expenses arising from or relating to:

a. judicial review;

b. any other challenge to any existing or proposed legislation;

9 Any dispute arising out of written or verbal remarks which **you** believe have damaged **your** reputation.

10 Any dispute between **you** and **us** or between **you** and the **legal representative** in respect of a claim under this **policy**, or between **you** and the provider of any Legal Assistance Service or telephone helpline provided under this **policy**.

11 Any dispute relating to subsidence, ground heave, landslip, mining or quarrying.

12 Any claim relating to alleged violence or alleged dishonesty on **your** part;

13 Claims arising from or associated with **your** business, trade or profession or any other commercial venture or venture for financial gain;

14 Any claim in respect of which you are entitled to an indemnity or contribution under any other insurance **policy** or trade union membership;

15 Any dispute relating to or arising from the compulsory purchase of the insured land or premises

16 Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.

17 Any dispute with **Us** or a **Legal Representative**.

18 Claims directly or indirectly caused by, contributed to or arising from:

a. jonising radiation or radioactive contamination from nuclear fuel or from any nuclear waste arising from burning nuclear fuel; or

b. the radioactive, toxic, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

19 Claims arising from war, invasion, riot, revolution, terrorism or a similar event.

GENERAL CONDITIONS

You must keep to the Conditions to have the full protection of **your** Legal Expenses **policy**.

1 Action you must take

You must:

a. make **your** claim as soon as is reasonably practicable after the **date of occurrence**;

b. not appoint a **legal representative** to represent **you** in **your** legal action;

c. at all times throughout **your** legal action give the **legal representative** (including any person they instruct as part of **your** legal action) and **us** a complete, accurate and truthful account of all of the circumstances that are relevant to **your** legal action that **you** are aware of, or should have been aware of. This will include details of any agreement between **you** and any other person or organisation;

d. follow the advice of, and co-operate fully with, the **legal representative** and **us** at all times during **your** legal action. This will include going to all court hearings or other appointments that the **legal representative** asks **you** to attend;

e. not withdraw **your** claim from the **legal representative** without the written agreement of **us** and the **legal representative**;

f. get **our** written agreement before making or defending an appeal against the decision of a court or **employment tribunal** in respect of **your** legal action;

g. instruct the **legal representative** to take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**. If **you** do not do this, **we** will have the right to reduce the amount that **we** pay under this **policy** to the amount that **your costs** would have been if **you** had instructed the **legal representative** to take all such reasonable steps;

h. instruct the **legal representative** to keep to Condition 2 below.

2 Action the legal representative must take

The **legal representative** must:

a. get **our** written permission before instructing a barrister or other legally qualified advisor or expert in respect of **your** legal action;

b. tell **us** at the first opportunity once they become aware of any information or development which will more likely than not mean that:

- **reasonable prospects of success** no longer exist; or
- the **damages** that **you** can recover from **your** opponent will be reduced from the amount that was originally expected by the **legal representative**;

c. tell **us** at the first opportunity once they become aware that **you** want to make an offer, or **your** opponent has made an offer, to settle **your** legal action;

d. report the result of **your** legal action to **us** at the first opportunity after it is finished;

e. take all reasonable steps to recover **costs** from **your** opponent and pay them to **us**.

3 Our rights

We will have the right to:

a. appoint the **legal representative** in **your** name and on **your** behalf.

b. take over and conduct, in **your** name, any claim or proceedings:

- before a **legal representative** has been appointed; or
- that are necessary to recover **costs** that **we** have paid in respect of **your** legal action.

c. contact the **legal representative** at any time and have access to all statements, opinions, reports or any other documents relating to **your** legal action.

d. appoint a barrister or other legally qualified advisor or expert appropriate to **your** legal action and ask for their opinion on the value of **your** legal action and whether **reasonable prospects of success** exist.

e. end **your** claim if, at any time during **your** legal action **reasonable prospects of success** no longer exist. If, after **we** end **your** claim, **you** continue the legal action and get a better settlement than **we** expected, **we** will pay **your costs** which **you** cannot get back from anywhere else.

f. have any legal bill assessed if **we** and the **legal representative** or the representative acting for and on behalf of **your** opponent cannot agree on the level of **costs**. If **we** do this the assessment will be carried out by a court, independent expert in the assessment of **costs** or other competent party. **We** will not pay any more than the **costs** that are determined as reasonable by the assessment.

g. settle **your** claim by paying the amount in dispute. If **we** do this **we** will not pay any **costs** incurred after the date that **we** tell **you**, and any **legal representative**, that **we** have decided to settle **your** claim. (This will not apply where legal proceedings have begun in a court before the date **we** decide to settle **your** claim. In these circumstances **we** will settle the claim by paying **costs** that are necessary to discontinue those legal proceedings as well as the amount in dispute.)

h. settle the **costs** covered by this **policy** at the end of **your** legal action.

4 Freedom to choose the legal representative

At any time before **we** and the **legal representative** agree that legal proceedings need to be issued or defended in a court **we** will choose the **legal representative**.

You have the right to choose the **legal representative** if **we** and the **legal representative** agree that negotiations with **your** opponent have failed to settle the dispute and it becomes necessary for legal proceedings to be issued or defended in a court.

You can also choose the **legal representative** if a conflict of interest arises which means that **our** chosen **legal representative** cannot act for **you** because of their professional rules of conduct. **You** must send the name and address of **your** chosen **legal representative** to **us**.

If **we** agree to appoint a **legal representative** that **you** choose, that firm will be appointed on the same terms as **we** would have appointed **our** chosen **legal representative**, other than in respect of any agreement **we** and **your** chosen **legal representative** reach over the **costs** that **we** will pay.

If there is any dispute about **your** choice of **legal representative** that **you** and **we** cannot resolve, the matter will be settled using the procedure in General Condition 9 Disputes of this Legal Expenses **policy**.

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

5 Your Cancellation rights

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

If the “cooling off period” has expired, the policyholder may cancel the **policy** during the **Period of Insurance** by giving 14 days' notice to their insurance broker or intermediary. If this **policy** is cancelled by the policyholder after the 14 day cooling off period no return premium will be given.

Our Cancellation Rights

We can cancel this **policy** by giving **you** 30 days’ notice if:

- **you** do not pay the premium when **we** ask **you** to; or
- the person who has taken out this **policy** knowingly makes or supports a false, fraudulent or exaggerated claim, as described in General Condition 12 Fraud below. If this happens, **you** will not be entitled to a refund of the money **you** have paid.

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

Every notice to cancel this **policy** must be given by writing to, telephoning or emailing the insurance broker or intermediary who deals with **your** Allianz legal expenses **policy**. If **we** give **you** notice, **we** will send it to **your** last known address.

6 Communications

All notices and communications from **us** or **our** representatives to the policyholder will be deemed to have been duly sent if sent to the policyholder’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 policyholder to us should be sent to:
Email: alpenquiries@allianz.co.uk

Allianz Legal Protection
Allianz-ALP
PO Box 5290
Worthing
BN11 9TB
Telephone: 0370 243 4340 (open 9am to 5pm, Monday to Friday, excluding Bank Holidays)

7 Changes during the period of insurance

We will not change this **policy** during the **period of insurance** unless:

- **we** are required to do so because of a change in any law applicable to this **policy**; or
- **we** are told to do so by our industry regulators (the Financial Conduct Authority or Prudential Regulation Authority); or
- a service provided under this **policy** by any organisation other than **us** is no longer available and **we** must:
  i. change the provider of the service; or
  ii. change the service; or
  iii. remove the service.

If we do need to change this policy, we will give you 30 days’ notice where possible in writing of the change and explain how it will affect you.

8 Other insurances and cover

If **you** have another insurance **policy**, service contract or membership that provides cover for a claim **you** have made under this **policy**, **we** will only pay **our** share of the **costs** of the claim.

9 Disputes

If there is a dispute between **you** and **us**, the matter may be referred to an arbitrator who will be a solicitor, barrister or other suitably qualified person that **you** and **we** agree to. If **you** and **we** cannot agree on an arbitrator, the President of the Law Society or the Chairman of the Bar Council will choose one.

Whoever loses the arbitration must pay all the costs involved. If the decision is not clearly made against either **you** or **us**, the arbitrator will decide how **you** and **we** will share the costs. If the arbitrator decides that **you** must pay some, or all, of the costs of the arbitration those costs will not be covered by this **policy**.

10. Your agreements with others

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

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

11. Law and language of this policy

Unless **we** agree otherwise:

- the language of this **policy** and all communications relating to it will be in English;
- English law will apply to this contract of insurance.

12. Fraud

If **you** or anyone acting on **your** behalf:

a. makes any false or fraudulent claim;

b. makes any exaggerated claim;

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

d. makes a claim for loss or damage which **you** or anyone acting on **your** behalf deliberately caused;

we will:

- refuse to pay the whole of the claim; and
- recover from **you** any sums that **we** have already paid in respect of the claim.

We may also notify **you** that **we** will be treating the **policy** as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above. In that event, **you** will:

a. have no cover under the **policy** from the date of the termination; and

b. not be entitled to any refund of premium.

13. Rights of parties

A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999, or any replacement legislation, to enforce any term of this policy, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

14. Financial Services Compensation Scheme

If Allianz is unable to meet its liabilities you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

PRIVACY NOTICE SUMMARY

Please find below a summary of our Privacy Notice. The full notice can be found on the Allianz UK website: allianz.co.uk/privacy-notice.html.

If you would like a printed copy of our Privacy Notice, please contact the Data Rights team using the details below.

Allianz Insurance plc is the data controller of any personal information given to us about you or other people named on the policy, quote or claim. It is your responsibility to let any named person know about who we are and how this information will be processed.

Allianz Insurance plc, Allianz Engineering Inspection Services Limited, Petplan Ltd and VetEnvoy are companies within the Allianz Holdings.

Anyone whose personal information we hold has the right to object to us using it.

They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.

If you wish to exercise any of your data protection rights you can do so by contacting our Data Rights team:
Telephone: 0208 231 3992
Email: datarights@allianz.co.uk
Address: Allianz Insurance Plc, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

Any queries about how we use personal information should be addressed to our Data Protection Officer:
Telephone: 0330 102 1837
Email: dataprotectionofficer@allianz.co.uk
Address: Data Protection Officer, Allianz, 57 Ladymead, Guildford, Surrey, GU1 1DB

renovationplan.co.uk

PARTNERS FOR YOUR PROJECT

RENOVATION PLAN

Part of HOWDEN

HUBL-CS-RP-056-1125