



# PolicyCastle

## Your Family Legal Expenses Policy in conjunction with UK General Insurance

**All of the documents relating to your policy,  
including this policy document, are available in  
your PolicyCastle account at [www.policycastle.com](http://www.policycastle.com)**

This insurance policy has been arranged on **your** behalf by PolicyCastle and is underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE. This cover is provided to **you** in return for payment of the premium

## Policy Wording

### 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 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 reasonable care not to make a misrepresentation that may be relied upon when deciding whether or not to offer **you** insurance. **You** must take care to supply accurate and complete answers to all questions asked by **your** insurance broker and to make sure that all information supplied is true and correct. **You** must also inform **your** insurance broker of any changes to the answers **you** have given as soon as possible. Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the event of a claim. If **you** have any queries relating to what information needs to be disclosed, please contact **your** insurance broker.

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

### CONTENTS

General information	
Important information	page 1
Legal advice helpline	page 1
How to make a claim	page 2
How to make a complaint	page 2
Our regulator and insurer	page 2 - 3
Data protection	page 3
Renewal procedure	page 3
Choice of law and jurisdiction	page 4
Contracts (Rights of Third Parties) Act 1999	page 4
Use of language	page 4
Financial Services Compensation Scheme	page 4
Other formats	page 4
General definitions	page 4 – 6
Cover	
Section 1 – Personal injury	page 7
Section 2 – Your home	page 7
Section 3 – Consumer and personal legal disputes	page 8
Section 4 – Employment disputes	page 8 - 9
Section 5 – Your Family	Page 9 - 10
General conditions	page 10 - 12
General exclusions	page 13 - 15

### Legal Advice helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any personal legal problem in the UK, Isle of Man or Channel Islands. Please note that **we** may need to arrange a call back if **you** need specialist legal advice.

To contact the helpline, phone: **0333 241 9560**, quoting the reference '**Family Legal**'.

### How to make a claim

In the event of a claim, please contact Motor Plus, our assigned claims handler acting on our behalf, as soon as you can from the **date of event**, giving **us** as much information as **you** can about what has happened before **you** incur any costs.

Telephone: **0333 241 9833**

Email: [familylegalclaims@motorplus.co.uk](mailto:familylegalclaims@motorplus.co.uk)

Or **you** can write to us at:  
Family Legal Claims  
Kircam House,  
5 Whiffler Road,  
Norwich  
NR3 2AL

Please remember, **our** claims line is open 24 hours a day, 365 days a year.

In order for **us** to help **you** more efficiently, please quote 'Family Legal' in all communications. **We** will only review **your** claim once **we** are in receipt of the full documentation and information.

### Important

Please do not appoint **your** own representative before **we** have accepted **your** claim. If **you** do so, **we** will not be liable for any costs incurred before **we** have agreed them, even if **we** subsequently accept the claim.

### How to make a complaint

**We** hope that **you** are completely happy with this policy and the service that **you** receive, however if **you** do have any reason to make a complaint, please contact **us**.

If **your** complaint relates to the sale of this policy, please contact **us** at [www.policycastle.com](http://www.policycastle.com), or on 0333 305 8474, or in writing at PolicyCastle Ltd, 9 Bonhill Street, London EC2A 4DJ.

If **your** complaint relates to a claim, please contact **us** at the address and telephone number noted above, but marked for the attention of the Quality Assurance Manager. It will assist **us** in handling **your** complaint quickly if **you** can please have **your** claims reference available when **you** contact **us**.

If for any reason it is not possible for us to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This applies if **you** are an individual, or in a business capacity if **your** annual turnover is up to EUR 2,000,000 (or equivalent in sterling) and **you** have fewer than 10 members of staff. **You** can contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Telephone: **0800 023 4 567**  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### Our regulator and insurer

This insurance is arranged by PolicyCastle & underwritten by UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

PolicyCastle is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority and is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE. Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. You can check this on the Financial Services Register by visiting [www.fca.org.uk/register](http://www.fca.org.uk/register), or by telephoning 0800 111 6768.

### Data protection

Please make sure that **you** read and understand this Data Protection notice as it explains to **you** what **we** will do with the information that **you** give us. If **you** apply for **our** products or services it is highly likely that **we** will need both personal and sensitive data (as defined in the Data Protection Act 1998) about **you** and anyone else who is covered by the application form in order to administer the policy and any claims which may arise. **You** should show this notice to any other person covered under **your** policy. If **your** application includes other individuals **we** will assume that they have given their consent to **you** for **you** to give their information to **us**.

### Protection of your personal data

The security of **your** personal information is very important to **us** and **we** are compliant with all current data protection legislation. All personal information that **you** supply to **us** either in respect of yourself or other individuals in connection with **our** products or services will be treated in confidence by **us** and will be held by **us** for the purpose of providing and administering **our** products and services including claim handling. This may involve the collection and processing of sensitive data and if **you** complete an application form for **our** products or services **you** will be giving **your** consent to such information being processed by **us** or **our** agents. **Your** personal and sensitive data may also be shared with the underwriter of **our** insurance products, and this may mean that the underwriter needs to provide information, in confidence, to companies acting on their instructions, including companies located outside the European Economic Area.

### Inaccurate data

If **you** believe that **we** are holding inaccurate information about **you**, please contact **your** insurance broker if it is to do with this policy document. If any information that **we** hold about **you** in **our** file is incorrect, please contact **our** claims team by any method shown on page 2.

### Telephone calls

Please note that for our mutual protection telephone calls may be monitored and/or recorded.

### Fraud prevention, detection and claims history

In order to prevent and detect fraud **we** may at any time:

- share information about **you** with other organisations and public bodies including the police;
- check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this.

**We** and other organisations may also search these agencies and databases to:

- help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
- check **your** identity to prevent money laundering, unless **you** provide **us** with other satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

**We** can supply on request further details of the databases **we** access or contribute to. **You** can request a copy of certain personal records that **we** hold about **you** by writing to **us** at Quality Assurance Manager, Motorplus, Kircam House, 5 Whiffler Road, Norwich, NR3 2AL. A charge of £10 will be made for supplying a copy of these records. This information will be supplied within 40 calendar days upon request.

### Renewal procedure

The term of **your** Family Legal Expenses policy is one year. The **period of insurance** will end exactly one year after inception unless **you** renew **your** policy. If **you** wish to renew this insurance policy please contact **your** insurance broker who will be able to discuss **your** requirements.

### Choice of law and jurisdiction

Unless otherwise agreed in writing, the law of England and Wales will apply to the contract or if at the date of contract **you** are a resident of Scotland, Northern Ireland, Channel Islands or the Isle of Man, in which case the law for that country will apply.

Unless otherwise agreed in writing, the courts of England and Wales, or the country in which **your** main residence is situated will have jurisdiction for hearing and determining any litigation arising out of or in connection with any dispute regarding the interpretation of this policy.

### Contract (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not a named under the policy has no rights under the Contract (Rights of Third Parties) Act 1999 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.

This contract of insurance is personal to **you** the policyholder, and **us**.

**We** will not be bound by any agreement between **you** and **your** appointed representative, or **you** and any other person or organisation.

**You** may not assign any of the rights under this policy without **our** express prior written consent.

### Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the event that Great Lakes Reinsurance (UK) SE cannot meet its obligations. This depends on the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can obtain further information about compensation scheme arrangements from the FSCS by visiting [www.fscs.org.uk](http://www.fscs.org.uk).

### Use of language

Unless otherwise agreed, for the purposes of this insurance contract the language used will be English.

### Other formats

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

### General definitions

The words and phrases listed below will have the same meanings wherever they appear in this policy. These words and phrases can be identified in **bold** throughout the policy.

### Adverse Costs

Any **legal costs**, including profit costs, disbursements, VAT and interest, which **you** are ordered to pay by order of the court. These may include for example, the opponent's solicitor's fees, barrister's fees or expert's fees.

### Aspect Enquiry

A simple check by H M Revenue & Customs to ensure that **your** personal tax records are accurate.

### Appointed representative(s)

The solicitor, solicitors' firm, barrister or other suitably qualified person appointed or approved by **us** to act on **your** behalf. Please refer to **panel** and **non-panel** solicitor definitions below.

### Civil proceedings

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

### Damage

Loss, destruction or damage to insured property.

### Disbursements

Any sum spent by an **appointed representative** on **your** behalf in respect of services supplied by a third party. **Disbursements** may include, for example, barristers' fees (provided that the barrister is not acting under a conditional fee agreement or equivalent arrangement) or expert report fees.

### Date of Event

The date of any event which may lead to a claim; where there is more than one such event, the date of the first of these.

### Full Enquiry

A full scale investigation into **your** tax affairs by H M Revenue & Customs.

### Injury

**Your** bodily injury or death, or any disease, illness or shock suffered by **you**.

### Insurer

UK General Insurance Limited, who is an insurers' agent and in the matters of a claim, act on behalf of Great Lakes Reinsurance (UK) SE.

### Legal costs

Professional legal fees that **you** are bound to pay, including reasonable fees or expenses incurred by the **appointed representative** whilst acting for **you** in the pursuit of **civil proceedings**. This also includes **disbursements**; however these **disbursements** must be in respect of services provided by a third party, received by **you**, distinct from the services supplied by the **appointed representative**. **Legal costs** will not be paid on an interim basis throughout a claim.

**Material Breach**

A breach which has resulted in, or if not rectified is likely to result in, **your property** being unsuitable for continued use.

**Non Panel Solicitor**

If **you** decide to appoint a representative of **your** own choosing, they will be referred to within this policy as a 'non-panel' solicitor. Please refer to Condition 2 – Appointed Representative on page 11.

**Panel Solicitor**

**We** work closely with an existing selection of solicitors that **we** can recommend to **you** in the event of a claim, to act on **your** behalf and provide assistance, for the purposes of this policy these will be referred to as **our** 'panel' solicitors

**Part 36 Offer**

Any offer made to settle a claim, where blame is accepted or not, made by either party throughout the claim. To be accepted, the offer must:

- be in writing;
- call itself a Part 36 Offer;
- be open for at least 21 days, when the offeror will pay the opponent's costs, if accepted;
- specify covers the whole claim, part of it, or an issue that arises in it and, if so, which;
- advise whether any counterclaim is factored in.

**Period of insurance**

The period of 12 calendar months beginning with the date of inception of this Family Legal Expenses Policy.

**Property**

**Your** permanent primary residence within the **territorial limits**.

**Reasonable prospects**

A 51% or greater chance that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgement), make successful defence or make a successful appeal or defence of any appeal in **your** pursuit of **civil proceedings** or criminal proceedings.

**Territorial limits**

Sections 1 & 3 – The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, FYR Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

All other sections – the United Kingdom, the Isle of Man and the Channel Islands.

**Terrorism**

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or
- III. endangers life other than that of the person committing the action; or
- IV. creates a risk to health or safety of the public or a section of the public; or
- V. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

**We/our/us**

UK General Insurance Limited

**You/Your**

The person named on the policy schedule, being the individual for whom this insurance provides legal expenses protection. This cover extends to also include the following, who permanently reside with **you** at the **property**:

- a) **your** spouse or partner;
- b) **your** parents or parents-in-law;
- c) **your** children

In the unfortunate event of your death, the **insurer** will insure **your** personal legal representatives to pursue disputes covered under this policy arising from **your** death, provided that they keep to the terms and conditions of the policy

**Cover**

Upon payment of the premium, **the insurer** will provide **you** with legal expenses protection for the risks identified in the following sections, up to a limit of £50,000 for any one claim, provided that the legal action or criminal prosecution:

- i) relates to a cause, event or circumstance which occurs within the **territorial limits**;
- ii) occurred during the **period of insurance**;
- iii) has been notified to **us** as soon as reasonably possible after the **date of event**; and
- iv) can be dealt with by a court of competent jurisdiction within the **territorial limits**.

In order for **us** to accept **your** claim, we must deem that there are **reasonable prospects** of success.

**Section 1 – Personal Injury**

The **insurer** will provide cover in respect of **legal costs** incurred in bringing a legal action against a third party following an event which causes personal bodily **injury** to **you**, or an event which subsequently causes **your** death.

**Exclusions applicable to this section**

1. Coroners' Inquests and Fatal Accident Enquiries;
2. Alleged failure to correctly diagnose any medical condition;
3. Any illness or bodily **injury** or psychological injury that occurs gradually or is not caused by a sudden, specific event;
4. Any claims caused by or arising out of the deliberate, conscious or intentional disregard of **your** obligation to take all reasonable steps to prevent bodily **injury**;

**Section 2 – Your Home****Part A**

The **insurer** will provide cover in respect of **legal costs** incurred in bringing about legal action due to any infringement of **your** legal rights to own and occupy **your** property. The **insurer** will provide cover for **legal costs** incurred by **you** in taking legal action in connection with:

1. disputes over the buying or selling of the **property**;
2. infringement or encroachment of **your** use, enjoyment or rights over the **property**;
3. nuisance or trespass disputes which occur at or in respect of the **property**

**Part B - Tenancy Disputes**

The **insurer** will provide cover in respect of **legal costs** incurred in taking legal action:

1. following **your** unlawful eviction from a property occupied by **you** under an Assured Shorthold Tenancy agreement. This cover applies in respect of **your** permanent home and any other property occupied by **you** on a temporary basis; and
2. against a landlord following a **material breach** of a tenancy agreement.

**Exclusions applicable to this section**

1. The first £250 of any claim, this excess will be payable by **you** before **we** are able to act on **your** behalf;
2. Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted;
3. Claims relating to subsidence, ground heave, landslip, mining or quarrying;
4. Any claim relating to land or buildings owned by **you** but which are not **your** permanent primary residence within the **territorial limits**;
5. Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority unless the claim is for accidental physical **damage**;
6. Claims relating to any mortgage, loan agreement or any other consumer credit scheme

**Section 3 – Services and Personal Property**

## Part A

The **insurer** will provide cover for **legal costs** incurred in bringing a claim or beginning **civil proceedings** against a third party or organisation for:

1. any physical damage to personal property owned by **you** at **your property**;
2. the purchase, hire, lease or sale of any personal or private goods or the provision of services for **your** private or personal use;
3. claims relating to any consumer contract entered into by **you** for which any dispute arises over the services or goods provided, the cost of any services or goods, and the interpretation or validity of the contract.

## Part B

The **insurer** will provide cover for **legal costs** in defending a claim or defending **civil proceedings** brought against **you** by a third party or organisation for the sale or purchase of personal goods or the purchase of services.

**Exclusions applicable to Sections 3A and 3B**

1. Any claims made less than 60 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted;
2. Any claims made in respect of any motor vehicle owned, used by, hired or leased to **you**;
3. The settlement payable pursuant to any insurance or other policy;
4. Any claim where the amount in dispute is less than £250.

**Section 4 – Employment disputes**

The **insurer** will provide cover for **legal costs** incurred in the pursuit of **civil proceedings** against **your** employer, in matters relating to any discriminatory action as specified in the Employment Tribunals Act 1996, including but not limited to:

1. unfair dismissal;
2. minimum wage disputes;
3. infringement of trade union rights;

4. the right to request flexible working;
5. discrimination on any grounds including but not limited to gender, sexual orientation, race or religion, . maternity, paternity or parental leave.

#### Exclusions applicable to this section

1. Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted;
2. Where **your** employment status is not that of an employee (worker, self-employed or contractor);
3. Any claim brought outside of the employment tribunal (e.g. county court or high court);
4. Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority;
5. Any claim relating to **your** employer's disciplinary hearings or internal grievance procedures;
6. Any claims relating to a settlement agreement whilst **you** are still employed.

#### Legal Defence

The **insurer** will provide cover for legal costs incurred in defending **your** legal rights in the following circumstances arising out of **your** work as an employee:

1. prior to being charged when dealing with the police or Health and Safety Executive or anybody else with the power to prosecute;
2. in a civil action brought against **you** for compensation under Section 13 of the Data Protection Act 1998;
3. for **civil proceedings** brought against **you** under legislation for unlawful discrimination.

#### Exclusions applicable to this section

1. Any claims made less than 90 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted;
2. Where **your** employment status is not that of an employee (worker, self-employed or contractor);
3. Fines, penalties or damages which **you** are ordered to pay by a court, tribunal or other authority.

### Section 5 – Your Family

#### 1. Tax

We will represent **you** in any appeal proceedings following a **formal aspect** or **full enquiry** into **your** personal income tax position by H M Revenue & Customs. This cover only applies if you have:

- a) maintained proper, complete, truthful and up to date records, including making all returns at the due time without having to pay any penalty;
- b) provided all information that HM Revenue and Customs reasonably required.

#### Exclusions applicable to this section:

1. Claims where deliberate misstatements or omissions have been made to the authorities;
2. Claims where the Special Compliance Office is investigating **your** affairs;
3. Claims for accountancy fees which related to **your** business, trade or profession;
4. Claims in respect of income or gains which have been under declared because of false representations or statements by **you**;

5. Any claims made less than 60 days from the date of inception of this policy unless comparable insurance was previously in place and cover continues uninterrupted.

## 2. Motor prosecution defence

The **insurer** will provide cover in respect of the **legal costs** incurred in defending **you** legal rights following an insured event, which results in criminal proceedings being brought against **you** for an offence relating to **your** ownership or use of a motor vehicle.

Cover includes costs in respect of pleas in mitigation, provided that there are **reasonable prospects** that a plea will materially affect the outcome.

### Exclusions applicable to this section

1. Any claims made in respect of parking or obstruction offences, for which **you** receive no penalty points against **your** licence;
2. Any claims made when **you** have been driving or riding a motor vehicle without valid motor insurance;
3. Any claims made, when **you** qualify for legal aid;
4. Any claim relating to violence or dishonesty on **your** part;
5. Any claim arising from or associated with **you** driving under the influence of alcohol and/or drugs.

## 3. Jury Service

The **insurer** will pay **your** net salary or wages, less any amount payable by the court or which is recoverable from **your** employer, for the time that **you** are absent from work on jury service. The amount **we** will pay will not exceed £100 per day and is subject to a maximum of £1,000 in total.

We will calculate the amount payable based on the duration of **your** unpaid absence from work, based on an eight hour day and calculated to the nearest half day. One day's pay will be calculated as 1/250<sup>th</sup> of **your** total annual pay. Where **you** work part-time, the amount payable will be reduced on a pro-rata basis.

## 4. Probate

The **insurer** will provide cover in respect of **legal costs** incurred in bringing a legal action in respect of a probate dispute involving the will of **your** deceased parents, grandparents, children, stepchildren, or adopted children where **you** are contesting as a beneficiary.

Exclusions applicable to this section

1. Any claim in respect of a dispute where a will has not previously been made, or concluded, or cannot be traced;
2. The negligent drafting of a will;
3. Any claim relating to a dispute concerning the funeral service of the deceased;
4. Any claim where the financial benefit to **you** is less than £10,000.

## Conditions

The following conditions apply to all sections of this policy. **You** must comply with them where applicable in order for **your** insurance to remain in full force and effect.

### 1. Claims

- a) **You** will give notice to **us** as soon as reasonably possible of an insured event, and:
  - i) in the event of **damage** caused by malicious persons, **you** will give notice to the police as soon as possible after **you** have become aware of it;

- ii) in the event of a claim for personal bodily **injury**, **we** have the right to have a medical examination carried out of any injured person at **our** expense.
- b) **You** will take all necessary precautions to reduce the risk of a claim and to prevent or minimise **legal costs** wherever possible. **Your** duty to take precautions includes but is not limited to:
  - i) Ensuring that no action that brings about or could bring about a dispute is taken by **you** or any other person associated with **you**. For example, disagreements with neighbours regarding property boundaries;
  - ii) With regards to **your** safety, **you** must take precaution to safeguard yourself from **injury** and not act recklessly in a way that would put **you** in unnecessary danger.
- c) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
- d) **Legal costs** will not be paid on an interim basis throughout a claim;
- e) Authorisation will need to be requested in writing in respect of all **disbursements** before they are incurred;
- f) All **legal costs** are subject to an independent assessment to ensure that they have been incurred reasonably;
- g) **You** will take all steps necessary to assist in the recovery of **legal costs** from a third party where appropriate and where **you** are able to do so;
- h) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;
- i) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- j) If an offer of settlement (which may include a **Part 36 offer**) is made that **we** or the **appointed representative** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- k) **You** will not withdraw from any legal action without **our** permission to do so;
- l) In some circumstances, where **we** decide it is appropriate, the **insurer** may elect to pay **you** the sum of damages that **you** are seeking and then end or not begin **civil proceedings**, and the **insurer** will not be liable for any further costs incurred;
- m) The **insurer** reserve the right to:
  - i) take over any claim or **civil proceedings** at any time and conduct them in **your** name;
  - ii) negotiate or settle any claim or **civil proceedings** on **your** behalf;
  - iii) contact **you** directly at any point concerning **your** claim.
- n) **Your** property must be insured for standard buildings and/or contents risks throughout the **period of insurance**.

## 2. Appointed representative

- a) i) Before legal proceedings are issued, an **appointed representative** from **our** panel will be appointed to act for you to pursue, defend or settle any claim **we** have accepted in accordance with the terms and conditions of this policy;
- ii) Should legal proceedings need to be issued or have been issued against **you**, or where there is a conflict of interest, **you** can choose a **non-panel solicitor** of your choosing. **You** must inform **us** in writing of the full name and address of the representative **you** want to act for **you**.
- iii) If there is any dispute over **your** choice of **non-panel solicitor** you will be asked to nominate an alternative. If, after having done so, **we** are still not able to agree, **you** may escalate the matter in accordance with General Condition 5 – Arbitration, which can be found on page 11 of this policy. Until the complaint has been resolved, or until such time as an arbitrator has reached a decision, **we**

shall be entitled to appoint an **appointed representative** from **our** panel in order to protect **your** interests in any legal proceedings.

- b) If **you** do select to appoint **your** own **non-panel solicitor**, this insurance will not cover expenses over and above the costs that **our** panel would charge in equivalent circumstances. For **your** information, this means that **we** would take into account the seriousness of the claim and the location and class of **non-panel solicitor** that **you** choose. The hourly rate is currently set at £125 + VAT. **We** reserve the right to assess each case on its merits, and may agree to pay additional fees if **we** feel the situation warrants it. This will remain entirely at **our** discretion;
- c) The **appointed representative** or **non-panel solicitor** will have direct contact with **us** and must fully cooperate with **us** at all times, and **you** must cooperate with **your** representative, providing all necessary information and assistance to them as required;
- d) Any **non-panel solicitor** that **you** appoint must sign **our** standard terms of appointment and adhere to all of its terms. You agree to **us** having access to the **appointed representative's** or **non-panel solicitor's** (as the case may be) file relating to **your** claim. **You** will be considered to have provided express consent to **us** or **our** appointed agent to access the file for auditing, quality and cost control purposes.

### 3 Cancellation

If **you** decide that for any reason this policy does not meet **your** insurance needs then please return it to **your** insurance broker within 14 days from the day of purchase or the day on which **you** receive your policy documentation, whichever is later. This is called the 'cooling off period'. On the condition that no claims have been made or are pending, **the insurer** will refund **your** premium in full.

**You** may cancel this insurance policy at any time after this 14 day period, however no return of premium will be available.

The **insurer** will not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons for **the insurer** to cancel this insurance policy include but are not limited to:

- a) Fraud
- b) Non-payment of the premium
- c) Threatening or abusive behaviour
- d) Non-compliance with policy terms and conditions

If **the insurer** cancels the policy, **you** will be entitled to a return of premium on a pro-rata basis.

### 4. Counsel's Opinion

Where reasonable and necessary, **we** may obtain at **our** own cost, advice on prospects for **your** claim from an independent barrister. This will be in the event that there is a dispute on the prospects of success for **your** claim, between **your** choice of appointed representative and **our** panel solicitors.

### 5. Arbitration Clause

If there is a dispute between **you** and **us**, or **you** and the **insurer**, which arises from this insurance, **you** can make a complaint to **us** in accordance with the complaints process which can be found on page 2. If **we**, or the **insurer**, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, **you** can ask them to arbitrate in the matter.

If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both **you** and **us**. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator.

If we are not able to agree on the appointment of an arbitrator, we shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

### 6. Fraudulent Claims

If **you** make a request for payment under this policy knowing it to be fraudulent or false in any respect, or **you** ought reasonably in the circumstances to know it to be fraudulent or false, this policy will become void. The **insurer** will give **you** notice of termination, and following this termination no return of

premium will be made. If a claim is tainted by fraud, **you** will forfeit the entire claim and will not be able to recover the part of the claim that genuinely would have been payable. Previous valid claims arising prior to the fraudulent act will be unaffected.

7. **Statutory Regulations**

In all matters relating to the performance of this insurance contract, it is the responsibility of both **you** and **us** that **we** both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by **you** and **us** in our own rights respectively.

8. **Severability Clause**

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

9. **Proportionality**

Where an award of damages is the only legal remedy to a dispute and the cost of pursuing **civil proceedings** is likely to exceed the value of any such award of damages, the most the **insurer** will pay in respect of **legal costs** is the value of the likely award of damages.

10. **Acts of Parliament**

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

### General exclusions

The following exclusions apply to all sections of this insurance contract:

1. Any claim:

- i) where the amount being claimed is less than £100;
- ii) where the **date of event** is before the date of inception of this policy;
- iii) that is not notified to **us** as soon as is reasonably possible after the **date of event** when the claim may be prejudiced by late notification;
- iv) where cover is provided by trade union membership. (Where cover is available but does not provide protection for **your** claim written confirmation will be required to this effect);
- v) if at the time a claim is made by the **you** under this policy there is any other insurance covering the same liability, the **insurer** will not be liable to pay or contribute more than **our** proportion of any claim and the **legal costs** in connection with this;

2. The balance of any **legal costs** incurred before **we** have given **our** written acceptance of **your** claim, or before the inception date of this policy;

3. **Legal costs** incurred whilst **you** are bankrupt, in administration or in receivership, or if **you** have entered into a voluntary agreement with creditors;

4. Any dispute arising from a contract entered into prior to the inception of this legal expenses policy, with the exception of Contracts of Employment, where the cover and exclusions noted in Section 4 Employment Disputes will apply;

5. The balance of **legal costs** in excess of what has previously been agreed;

6. Any claim that arises as a result of a deliberate action by **you**;

7. Any **legal costs** relating to any event giving rise to a claim or leading to **civil proceedings** which is not identified in sections 1-5 of the Cover section of this policy, including but not limited to:

- i. divorce, separation or other matrimonial disputes; cohabitation disputes or any legal action brought about between members of **your** family or household;

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- ii. any shareholding, directorship or partnership, or other commercial interest;
  - iii. libel or slander or allegations which will or may harm **your** reputation;
  - iv. any computer, electric or electronic error;
  - v. any form of structural alteration to the **property** or any buildings forming part of it, for example an adjoining garage. Minor alterations are covered, as long as no works affect the structural integrity of the **property**;
  - vi. any motor vehicle owned by **you** or anyone associated with **you**, or any incidents relating to road traffic accidents, except under Section 1 of the Cover section of this policy where you are injured as a pedestrian or cyclist;
  - vii. any **legal costs** incurred in any appeal proceedings, unless **the insurer** agreed to cover the original claim, **we** deem that the matter has **reasonable prospects** and **we** are notified of the decision to appeal at least 7 days before the deadline to appeal;
  - viii. fines, penalties or damages that **you** are ordered to pay by court, Tribunal or other authority, or;
  - ix. leases, licences, tenancies and disputes between landlord and tenant.
8. **We** will not offer any protection under this insurance contract for any defence of legal matters brought against **you** by a third party apart from Legal Defence under Section 4 and Motor Prosecution Defence under Section 5 (2) of the Cover section of this policy;
  9. Loss or damage caused by war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, **terrorism**, rebellion, revolution, military force or coup, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
  10. Irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
  11. Any claim or expense of any kind caused directly or indirectly by pollution or contamination which:
    - a) was the result of an intentional act;
    - b) was not sudden and unforeseen.
  12. Any dispute whatsoever arising between **you** and **us** or the **insurer** or **your** insurance broker, other than the cover provided under the Arbitration Condition of this policy;
  13. Any claims for disputes or professional negligence against the **appointed representative** resulting from a current or previous claim under this policy. Please refer to the "How to Make a Complaint" section of this policy;
  14. Any enforcement proceedings or procedure arising from a successful outcome where settlement is not then made, unless relating to claims concluded successfully under this policy;
  15. Claims arising from or associated with **your** business, trade or profession or any other commercial venture;
  16. Any claim relating to violence or dishonesty on **your** part;
  17. Any claim relating to wills, probate or inheritance;
  18. Any party legally acquiring the **property** from **you**, or restriction/controls placed on the home by governmental or public/local authorities (except for accidental physical damage);
  19. Judicial review;
  20. Proceedings before, or reference to the European Court of Justice or the European Court of Human
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Rights;

21. If **we** or the **appointed representative** do not believe there are **reasonable prospects** in pursuing **your** claim, **the insurer** will not pay for any costs arising from a subsequent or additional claim to determine **reasonable prospects**;
22. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.