



Renovation Property Legal Expenses

This insurance policy has been arranged on **your** behalf by Motorplus Limited 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.

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.

Under the terms of the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk. To ensure that **you** comply with this obligation, **you** must disclose clearly, accessibly and in good faith:

- i) All material facts **you** know, or should have known, or are suspected;
- ii) Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

You are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, **you** should disclose:

- Any special or unusual facts relating to the risk;
- Any particular concerns which led **you** to seek insurance for this risk;
- Any other fact being something that should be included within a fair presentation of the risk to an underwriter.

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 should be disclosed as fair presentation of the risk, 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.

This is a "claims made" insurance. This insurance only covers claims which both occur and are notified to the **insurer** during the **period of insurance**. **You** have submitted a proposal and declaration or renewal declaration to the **insurer** and it is agreed that this shall form the basis for the issue of this policy. The **insurer** agrees in consideration of the premium to indemnify **you** to the extent and in the manner provided within this policy.

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Legal Advice helpline

Available 24 hours a day throughout the year to provide **you** with confidential telephone advice about any business 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 3404**, quoting the reference '**Renovation Legal Expenses**'.

How to make a claim

In the event of a claim, please contact **us** as soon as reasonably possible from the **date of occurrence**, giving **us** as much information as **you** can about what has happened to bring about the claim before **you** incur any costs.

Telephone: **0333 241 9833**

Email: cpclaims@motorplus.co.uk

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

Our claims line is open 24 hours a day, 365 days a year to assist **you**.

In order for **us** to help **you** more efficiently, please quote 'Commercial Legal' in all communications. **We** can 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 or **legal expenses** incurred even if **we** subsequently accept **your** 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 **your** insurance broker.

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 4567**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Our regulator and Insurer

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

Motorplus Limited 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, 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**. Any information that **you** provide to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998. If **you** apply for **our** products or services (including claims handling) it is highly likely that **we** will need both personal and sensitive data (both terms 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** policy is for 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 disputes regarding the interpretation of this policy.

Contracts (Rights of Third Parties) Act 1999

The terms of this policy are only enforceable by **you**. A person who is not named under the policy has no rights under the Contracts (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.

Use of language

Unless agreed otherwise, 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

- Any one claim:** All **claims** or legal proceedings consequent upon the same original cause, event or circumstance.
- Appointed Representative:** A consultant, solicitor, barrister or other appropriately qualified person appointed to act for **you** in accordance with the terms of this policy.
- Award(s) of Compensation:** Basic and Compensatory Awards and compensation ordered by an employment tribunal where **you** have been found to have unlawfully discriminated.

For the avoidance of doubt this does not include Additional Awards, Arrears of Pay, Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement, Interim Relief or Protective Awards.

We will not pay any: -
 - any redundancy payment or monies due arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.
 - awards, damages or fines incurred where **you** have deliberately avoided any statutory requirement.
- Claim/Claims:** A **claim** under the policy for **legal expenses** or **awards of compensation**.
- Contracting Party:** A person, firm or company with whom **you** have a direct contractual relationship.
- Consequential Loss:** Any costs that are directly or indirectly caused by the event which led to a **claim** unless specifically stated in this policy.
- Date of Occurrence:** a) For civil cases (other than under Section 4 – Tax Protection), the date of occurrence is when the cause of action first accrued.

- b) For criminal cases, the date of occurrence is when **you** commenced or are alleged to have commenced to violate the criminal law in question.
- c) For Tax Protection Enquiries, the date of occurrence is when H M Revenue and Customs first contacts **you** in relation to commencing an intervention enquiry into **your** business accounts.
- d) For employer's compliance and **Value Added Tax** disputes, the date of occurrence is when the relevant authority sends an assessment or written decision to **you**.

Employee/Ex-Employee:	Any person under a contract of service with you or who was previously under a contract of service with you .
Excess:	£250, being the amount you must pay in respect of legal expenses and/or professional expenses and/or awards of compensation in respect of any one claim before the insurer will be liable to make any payment.
HMRC Investigation:	The investigation which takes place when an officer of HM Revenue & Customs (HMRC) makes a request to examine all your business books and records and issues a formal notice under S9A or 12AC of the Taxes Management Act 1970 or under Paragraph 24 (1) Schedule 18 of the Finance Act 1988.
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 Expenses:	<p>1) Professional legal fees, expenses and other disbursements reasonably incurred by the appointed representative with our consent whilst acting for you.</p> <p>2) We will pay costs you are liable to pay the employee each day they are required by the authorised representative to attend as a witness at a court or tribunal hearing.</p>
Limits of Indemnity:	<p>The maximum liability of the insurer under this policy, which is limited to the amounts specified below:</p> <p>Any one claim - £100,000 The aggregate of all claims notified during the period of insurance is £1,000,000</p> <p>Witness Attendance Allowance: Costs are limited to £100 per day and to a maximum of £1,000 in any one attendance.</p>
Our/Us/We:	Motorplus Limited
Period of Insurance:	The period of 12 calendar months beginning with the date of inception of this Renovation Legal Expenses policy.
Professional Expenses:	Any fees, expenses and other disbursements reasonably incurred by the appointed representative with our consent but excluding any tax or VAT , additional tax or VAT , interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.
Property:	Land and/or buildings and/or contents within the territorial limits owned or occupied by you or for which you are legally responsible.
Tenancy Agreement/Lease or Licence:	An agreement between you and a third party in relation to use of the property
Territorial Limits:	The United Kingdom

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 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**.

You/Your:

The residential management company or property owner specified in the policy schedule.

VAT Disputes:

The enquiries which take place following a written decision, assessment or statement of alleged arrears made by HMRC into **your** Value Added Tax return and/or any related Value Added Tax default surcharges and misdeclaration penalties.

Cover

Upon payment of the premium, **the insurer** will provide **you** with legal expenses protection for the risks identified in the sections below, subject to the **limit of indemnity** provided that:

- the legal action or criminal prosecution relates to a cause, event or circumstance which occurs within the **period of insurance**; and
- occurs within the **territorial limits**; and
- is notified to **us** as soon as reasonably possible after the **date of occurrence**; and
- can be dealt with by a court of competent jurisdiction within the **territorial limits**.

Section 1 – Property Disputes

The **insurer** will indemnify **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you**:

- a) in a dispute with a tenant arising from a breach or alleged breach of the **lease, licence or tenancy agreement** applying to the **property** and in respect of any possession proceedings, all statutory and contractual notices have been correctly served by **you**;
- b) Over actual or alleged nuisance emanating from the **property**;
- c) Under the Commonhold and Leasehold Reform Act 2002 or as amended, provided that **you** will suffer financial loss if **you** fail to pursue or defend the **claim** or legal proceedings.

Exclusions to Section 1

The **insurer** will not pay **claims** arising from or associated with:

- a) The payment or non-payment or review of any tax, rent and/or mesne profits or service charge or any review of rent or service charge;
- b) A dispute relating to rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- c) Any dispute arising from:
 - i) the negotiation, review or renewal of a **tenancy agreement** or lease; and

- ii) the subsequent purchase of the **property** whether or not such purchase is completed;
- d) Any dispute where **you** have failed to maintain in full force and effect during the **tenancy agreement, lease or licence** buildings insurance covering the standard range of perils if **you** were contractually obligated to have such insurance in force;
- e) A dispute over subsidence, heave or landslip howsoever caused;
- f) Any contractual dispute other than where the contract is a **tenancy agreement** with a **contracting party**;
- g) Any planning application review or decision.

Section 2 – Repair and Renovation Disputes

The **insurer** will indemnify **you** against **legal expenses** incurred in any dispute or legal proceedings made by or brought against **you** in a contractual dispute with a **contracting party** over the repair or renovation of the **property** provided that:

- a) the **legal expenses** incurred in any **claim** shall be limited to 75% of the sum in dispute or the **limit of indemnity**, whichever is less;
- b) the amount in dispute exceeds £1,000 and the contract value is less than £300,000;
- c) the work is commenced within the **period of insurance**;

Exclusions to Section 2

The **insurer** will not pay claims arising from or associated with:

- a) any breach or alleged breach of the duty of a professional;
- b) contracts that provide or arrange credit, insurance, securities or guarantees;
- c) contracts where **your** liability or right of recovery is incurred through **your** agent or by assignment;
- d) contracts governed by or alleged to be governed by the Consumer Credit Act 1974;
- e) contracts of employment

Section 3 – Health & Safety Prosecutions

The **insurer** will indemnify **you** against **legal expenses** arising from:

1. Defending a prosecution against **you** brought under the Health and Safety at Work Act 1974 in a court of criminal jurisdiction;
2. An appeal by **you** against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work Act 1974 provided that the breach or alleged breach of the Health & Safety at Work Act or the Improvement or Prohibition Notice relates to the **property**.

Exclusions applicable to Section 3

The **insurer** will not pay **legal expenses** arising from or relating to the defence of a criminal prosecution:

1. Relating to or arising from investigations by HMRC;
2. For offences against the person or of a sexual nature;
3. For criminal damage;
4. Alleging dishonesty;
5. Involving an allegation against **you** of:
 - i) The manufacture, dealing in or supply of indecent or obscene materials;
 - ii) The manufacture, dealing in or use of alcohol or illegal drugs;
 - iii) Dealing in illegal immigration;
 - iv) Offences under Part 7 of the Proceeds of Crime Act 2002 (Money Laundering Offences);

Section 4 – Tax Protection

The **insurer** will indemnify **you** against **professional expenses** incurred as a result of **your** representation in an HMRC investigation (including representation at an HMRC tribunal or commissioners' hearing and at an appeal against a decision following such a hearing or tribunal)

Exclusions to Section 4

The **insurer** will not indemnify **you** in respect of:

- a) technical or routine treatment of matters not connected with nor arising out of an expression of

- dissatisfaction with **your** affairs (such as a routine PAYE or **VAT** inspection by HMRC);
- b) the defence of any criminal prosecution;
 - c) taxation proceedings which arise out of negligent misstatements, errors or omissions made by **you** or on **your** behalf in respect of returns, accounts or books and records;
 - d) any HMRC Investigation or proceedings which result solely from the investigation of earlier accounts or records;
 - e) taxes, fines, interest or any other duties or penalties imposed upon **you** by any Revenue authority or court or tribunal;
 - f) any **claim** made where the tax return is submitted outside the statutory time limits and/or in a penalty position;
 - g) the preparation and/or correction of Self-Assessment Returns, accounts, Income Tax Returns, P11Ds, P35s, **VAT** returns or any other statutory returns;
 - h) any investigation undertaken by any of the Special Civil Investigations or Criminal Investigations offices of HMRC or where Notice 730 or Code of Practice 8 or 9 Notice has been issued by HMRC;
 - i) an enquiry into the validity of a **claim** for Working Families Tax Credit or a dispute concerning the payment of the Working Families Tax Credit by an Employer;
 - j) any dispute in connection with the payment of the National Minimum Wage;
 - k) a dispute or enquiry in respect of IR35 legislation;
 - l) any **claim** made where a Return submitted at the final filing date contains provisional figures in respect of all of the trading income and expenditure items;
 - m) an investigation arising out of the voluntary disclosure made to HMRC in respect of omitted tax liabilities which become due as a result of **your** deliberate act;
 - n) an investigation by HMRC into a tax planning arrangement where the Anti-Avoidance Intelligence Unit of HMRC has allocated a number for inclusion on the relevant Self-Assessment Return.

Section 5 – Employment Disputes

The **insurer** will indemnify **you** against **legal expenses** and **awards of compensation** incurred by **you** in defending legal proceedings brought against **you** by an **employee, ex-employee** or prospective **employee** in respect of their contract of employment with **you** or a breach of employment-related legislation.

Special Conditions - Employment Disputes

Before the **insurer** will agree to cover **your claim**, **you** must seek and follow advice from the Legal Advice Helpline and obtain authorisation from **us**:

- a) Prior to carrying out any disciplinary procedure or action or suspension of an **employee**;
- b) Prior to dismissal of an **employee**;
- c) Prior to instituting a redundancy programme and prior to making an **employee** redundant;
- d) Promptly upon notification formally or informally of a grievance from an **employee** or **ex-employee**;
- e) Promptly upon notification formally or informally of a complaint of sexual, racial or religious discrimination; or discrimination relating to disability, age or sexual orientation;
- f) Prior to any adverse variation of the terms and conditions of employment (including altering hours or time or place worked or demotion or deduction from or reduction in an **employee**'s remuneration);
- g) Immediately an **employee** walks out with or without written notice;
- h) Upon receipt of an appeal from an **employee** or **ex-employee** against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.

Exclusions to Section 5

The **insurer** will not pay:

- a) Any benefit due under a Contract of Employment;
- b) Any payment due in respect of redundancy;
- c) Any compensatory award made against **you** relating to or arising from Trade Union activities including membership or non-membership;
- d) Any award made because of **your** failure to provide written reason for dismissal;
- e) Any compensatory award specified in a re-instatement or re-engagement order;
- f) Any awards to the extent that they relate to contractual rights accruing to the **employee, ex-employee** or prospective **employee** prior to the actual or alleged breach of the actual or alleged Contract of Employment;
- g) Any defence of an action for damages in respect of personal **injury** including stress related matters or loss of or damage to **property**;
- h) Any **claim** where **you** did not seek and follow advice from the Legal Advice Helpline

Section 6 – Loss Assessor Fees

The **insurer** will indemnify **you** against loss assessors' fees incurred in the presentation and negotiation of a **claim** under a property and/or pecuniary loss insurance policy which is for the benefit of **your** business activity and where:

- the combined **claim** made by **you** is or is likely to be £100,000 or more; and
- where liability under the said property and/or pecuniary loss insurance policy is not denied

General Conditions

1. Claims

- a) **You** will give notice to **us** as soon as practicable following an insured event;
- b) **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;
- c) All **legal costs** may be subject to an independent assessment to ensure that they have been incurred reasonably;
- d) All professional fees, expenses, **disbursements** and any other costs may only be incurred with **our** prior consent;
- e) **Legal costs** will not be paid on an interim basis throughout a claim;
- f) **You** will not enter or offer to enter into any negotiation to settle the claim without **our** prior written approval to do so;
- g) **You** will not unreasonably withhold consent for **your appointed representative** to make an offer to settle the legal action;
- h) If an offer of settlement is made that the **insurer** would deem fair and **you** do not accept it, the **insurer** will not be liable for any further costs incurred;
- i) **You** will not withdraw from any legal action without **our** permission to do so;
- j) **You** must attend court or any expert examination where asked to do so;
- k) 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;
- l) The **insurer** reserves 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.
- m) **You** must respond to **us** promptly in all matters relating to a claim, within 14 days unless **we** are satisfied that there is a reason why this is not possible;
- n) All witnesses, experts or agents may only be interviewed, engaged or called on as witnesses with the prior written approval of the **insurer**;
- o) All bills for **legal expenses** or **professional expenses** which **you** receive from the **appointed representative** should be forwarded to the **insurer** without delay. **You** must also request the **appointed representative** to submit the bill of costs for consideration by the **insurer's** costs lawyer or costs draughtsman or for assessment or certification by the appropriate Law Society, court or tribunal if the **insurer** asks you to. **You** are responsible for payment of all **legal expenses** or **professional expenses** or **awards of compensation**. The **insurer** may settle these direct if **you** request. The payment of some **legal expenses** or **professional expenses** does not imply that all **legal expenses** or **professional expenses** or **awards of compensation** will be paid.

- p) If **you** wish to appeal against the judgment or decision of a court or tribunal following legal proceedings to which the **insurer** has consented the grounds for such appeal must be submitted to the **insurer** through the **appointed representative** as soon as practicable so that the **insurer** may consider whether to consent to such further action.

If an appeal is lodged against a judgment or decision of a court or tribunal made in **your** favour following legal proceedings to which the **insurer** has consented, **you** must notify the **insurer** immediately in order that cover shall continue. The **insurer** will inform the **appointed representative** of its decision. If the **insurer** requires, **you** must co-operate in an appeal against the judgment or decision of a court or tribunal.

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 6 – Arbitration, which can be found on page 13 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, **we** 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** cancel the policy, **you** will be entitled to a return of premium on a pro-rata basis.

4. 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.

5. 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.

6. 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 any amending or substituting legislation 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.

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 respectively 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.

General Exclusions

The **insurer** will not pay claims in respect of:

- a) Any dispute arising during the first 90 days of the first **period of insurance**, or during the first 30 days of the first **period of insurance** in respect of **HMRC investigations**, unless it can be evidenced that **you** previously held comparable legal expenses cover with another insurer immediately prior to inception of this policy;
- b) Any dispute with any government or local authority departments concerning the imposition of statutory charges;
- c) Any disputes involving **you** and any parent or subsidiary company or partner;
- d) Any dispute, legal proceedings or **HMRC investigation** made, brought or commenced outside the **territorial limits**;
- e) Any **claim** relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this policy and which has or which **you** knew or ought reasonably to have known may give rise to a dispute, legal proceedings or **HMRC investigation** by or against **you**;

- f) **Legal expenses, professional expenses** and **awards of compensation** including fees costs and disbursements incurred prior to the written acceptance of a **claim** by **us**;
- g) Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- h) 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;
- i) 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;
- j) Disputes relating to written or verbal remarks, which damage **your** reputation;
- k) Causes of action intentionally brought about by **you** or where **you** have failed to keep to the terms and conditions of this policy ;
- l) Appeals arising out of any legal proceeding or HMRC investigation without the **insurer's** consent;
- m) Any **legal expenses**, dispute or HMRC enquiry which:
 - i. can be recovered by **you** under any other insurance; or
 - ii. which would have been covered if this policy did not exist
 except for any amount in excess of that which would have been payable under such other insurance;
- n) Fines, damages or other penalties, which **you** are ordered to pay by a Court or other authority;
- o) **Legal expenses** relating to any judicial review;
- p) **Consequential loss**;
- q) Pollution or contamination however caused;
- r) Any **claim** for **legal expenses** when **you** are bankrupt, or in receivership, liquidation, administration, have made an arrangement with creditors, have entered into a Deed of Arrangement or part or all of **your** affairs or property are in the care or control of a receiver or an administrator;
- s) Any dispute which **you** have with **us**, the **insurer**, the **appointed representative**, **your** insurance brokers or the agent of any of these, other than the cover provided under the Arbitration Condition of this policy;
- t) **Your** defence in any matter arising from:
 - a) injury or disease or psychiatric injury or stress;
 - b) loss, destruction, or damage of or to **property**;
 - c) alleged breach of professional duty;
 - d) any other tortious liability (other than specified in Section 1 Property Disputes);
- u) The **VAT** element of any **legal expenses** or **professional expenses** if **you** are **VAT** registered;
- v) Any legal expenses or professional expenses which **you** would have incurred irrespective of any dispute;
- w) 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.