

Legal Expenses

Policy Wording



Legal Expenses Insurance Policy

Guidance and explanations	1
Important policy information	3
Policy definitions	4
Cover	6
Insured events	7
General policy exclusions	10
Policy conditions and claims	12

Guidance and explanations

Important notice regarding the operation of this policy. Failure to comply with these terms could mean that we decline to pay your claim.

All potential claims must initially be reported to our appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues and the hours of 09.00 - 17.00 Monday to Friday excluding Bank Holidays for taxation. A legal and taxation advice service is also provided as below.

Legal Claims Notification & Advice Helpline Service:

0330 0600 621

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Advice Helpline Service:

01455 852034

This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.

Tax Claims Notification Helpline Service:

01384 377000

Operates between the hours of 09:00 - 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax claim notifications only and cannot assist with any other insurance matter.

Online Access to Legal Resources Database

Free unlimited access to our comprehensive library of commercial and personal legal information (including employment, health & safety and property matters) is available to you at:

www.legalhelpline.irwinmitchell.com

You should enter Scheme Code reference **LIM07** to access the site.

Please note that **you** will be required to register your personal details the first time to use this service.

- This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that we decline to pay a claim for **your professional fees**.

- If **you** can convince **us** that there are sensible prospects of being successful in **your** claim and that it is reasonable for **professional fees** to be paid

We will:

- take over the claim on **your** behalf;
- appoint a specialist of **our** choice to act on **your** behalf.

- **We** may limit the **professional fees** that **we** will pay under the policy where:

- i. **we** consider it is unlikely a reasonable settlement of **your** claim will be obtained; or
- ii. there are insufficient prospects of obtaining recovery of any sums claimed; or
- iii. the potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.

- Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own Professional, **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).

- At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.
- In the event that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone prior to making contact with the Helpline Services and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy **you** are unhappy with any of the requirements as stated above please contact:

Policy Expert
402 - 420 Silbury Boulevard
Milton Keynes
MK9 2AF

Tel: 0330 0600 601

immediately who subject to there being no claims on this policy will arrange a full refund of premium.

Important policy information

All potential claims must initially be reported to our Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for the Tax Helpline.

The Legal Claims Notification & Advice Helpline Service telephone number is:

0330 0600 621

The Tax Advice Helpline Service telephone number is:

01455 852034

The Tax Claims Notification Service Telephone number is:

01384 377000

Please note that the Claims Notification & Legal Helpline Service is not empowered to give advice on the admissibility of any claim under the policy.

If **you** wish to make a claim or **you** have a query relating to policy cover, then **you** should contact:

Claims Department
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands, DY5 1XF

This is a 'Claims Made' policy. It only covers claims notified to **us** during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline that claim.

Policy definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

Policy Expert is the Agent appointed by the Coverholder to transact this Insurance with **you**. Policy Expert is a trading name of QMetric Group Limited, who are authorised and regulated by the Financial Conduct Authority.

Authorised professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Court

A court, tribunal or other competent authority.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against **us**.

Excess

The first amount of each and every claim as detailed on the **schedule**.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Insured person

- a. The Policyholder named in the **schedule**.
- b. The husband or wife of the Policyholder, or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c. The Policyholder's children and parents, normally resident in the **Home**.

Insured vehicle

A vehicle that **you** own or for which **you** are legally responsible including any caravan or trailer whilst being legally towed.

Insurers

UK General Insurance Limited on behalf of the Insurer described within the **schedule**.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority (FCA). The Insurer described within the **schedule** is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA).

This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register.

Legal proceedings

When formal **legal proceedings** are issued against an opponent in a Court of Law.

Limit of indemnity

The sums specified in the **schedule** and policy being the maximum **we** will pay including **insured events** related by time or cause.

Period of insurance

The **period of insurance** shown in the **schedule**.

Policyholder, you, your

The person who has paid the premium and is named in the **schedule** as the Policyholder.

Professional fees

Legal and accountancy fees and costs reasonably and properly incurred by the **authorised professional**, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an Insured **event**. **Professional fees** will include VAT where it cannot be recovered.

Schedule

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

Standard professional fees

The level of **professional fees** that would normally be incurred by **us** in using a nominated **authorised professional** of our choice.

Territorial limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Time of occurrence

Civil cases

When the **event** occurred or commenced whichever is the earlier.

Criminal cases

When **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

We, us, our

The **insurers** and/or Legal Insurance Management Ltd, the **coverholder** or the **authorised professional**. Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority (FCA). This can be checked on the Financial Services Register by visiting the FCA's website at www.fca.org.uk/register

Cover

You have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will indemnify **you** in accordance with **our standard professional fees** and where requested by **you** any other **insured person** up to the **limit of indemnity** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an **insured event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

Insured events

1 Personal Injury

What is covered?

1. Pursuing a civil claim for damages in respect of the injury or death of an **insured person** caused by negligence.

What is excluded?

1. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
2. Any claim relating to the extended use of artificial tanning equipment.
3. A claim falling within the Small Claims Track limits.

2 Consumer disputes

What is covered?

1. Pursuing or defending claims arising out of a contract entered into by or on behalf of an **insured person** for:
 - a. obtaining services;
 - b. the purchase, hire, hire-purchase or sale of any personal goods.

Claims within Small Claims Court Limits

The payment of appropriate experts and court fees together with assistance provided by **our** own in-house legal advisors to construct **your** case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.

Claims above Small Claims Court Limits

The payment of **professional fees** incurred by the **authorised professional** appointed by **us**.

What is excluded?

1. Any contract entered into by an **insured person** in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy.
2. Any contract under which a sum of money was due and payable more than 180 days before the claim was reported.
3. Any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home.
4. Any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract.
5. Any incidents which occur as a result of defective products, goods or services.
6. Any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
7. Any dispute with local or government authorities.

3 Home rights

What is covered?

The pursuit of civil claims:

1. loss or damage to:
 - a. goods in the **Home** owned by or for which an **insured person** is responsible;
 - b. the **Home**.
2. an alleged infringement of rights appertaining to the **Home**.

What is excluded?

1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.
2. disputes with local or government authorities.
3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement.
4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.
5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works.
6. claims relating to material damage covered by another relevant insurance policy.
7. mining subsidence.

4 Taxation

What is covered?

1. **Professional fees** arising from or relating to an in-depth HM Revenue & Customs investigation of an **insured person's** personal tax affairs.

What is excluded?

Excluding **professional fees** arising:

1. from Aspect Enquiries less than £100.
2. where the investigation or enquiry had commenced before the first **period of insurance** or the **insured person** should have realised that a claim might occur;
3. from investigation or enquiry by or transfer to the Special Compliance Office;
4. as a result of a false or misleading statement or representation to the HM Revenue & Custom;
5. from deficiencies in books, records, accounts or returns including the costs of repairing a return;
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

5 Employment

What is covered?

1. **professional fees** incurred in the pursuit of **legal proceedings** between an **insured person** and their employer in respect of a contract of employment dispute.

What is excluded?

6 Jury service expenses

What is covered?

1. the actual loss of the salary or wages of an **insured person** for the time off work to attend a **court** for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant **court**.

What is excluded?

1. the first 5 days of such service.

General policy exclusions

This insurance does not cover:

1. **professional fees** incurred:
 - a. in respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance;
 - b. where the **insured person** should reasonably have realised when purchasing this insurance that a claim under this insurance might occur.
 - c. before **our** written acceptance of a claim;
 - d. before **our** approval or beyond those for which **we** have given **our** approval;
 - e. where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**;
 - f. where **you** are responsible for anything which in **our** reasonable opinion prejudices **your** case;
 - g. if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
 - h. in respect of the amount in excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice;
 - i. where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility.
2. the pursuit, continued pursuit or defence of any claim if **we** consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or those of the **authorised professional**;
4. appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have a reasonable chance of success;
5. any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator;
7. claims arising from an **event** occasioned by **your** deliberate act, omission or misrepresentation;
8. claims arising from:
 - a. ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b. any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof;
 - c. war terrorism or any like or any associated risk;
 - d. seepage pollution or contamination of any kind;
 - e. pressure waves caused by aircraft or other aerial devices.
9. any dispute relating to written or verbal remarks which damage **your** reputation;
10. **professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements;

11. **legal proceedings** outside the United Kingdom and proceedings in constitutional, international or supranational **courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with **us** not dealt with under the Arbitration Condition;
14. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information;
15. an application for judicial review;
16. any claim involving pharmaceutical or any related claims (including but not limited to tobacco products);
17. disputes between an **insured person** and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **insured person's** professional advisors;
18. any **professional fees** relating to **your** alleged offence of deliberate and wilful criminal acts or omissions.
19. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events - Consumer Disputes)
20. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
21. **legal proceedings** between an **insured person** and a central or local government authority:
 - a. unless an **insured person** has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended;
 - b. concerning the imposition of statutory charges.
22. any matter in respect of which an **insured person** is entitled to Legal Aid, where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the Crown Court Means Testing scheme;
23. any **professional fees** incurred in defending or pursuing new areas of law or test cases where this applies;
24. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

Policy conditions and claims

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing **our** consent to incur **professional fees**.

We will not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an **insured person**) or **your** or the **insured person's** personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **you** can satisfy **us** that there are sufficient prospects of success in pursuing or defending **your** claim and that it is reasonable for **professional fees** to be paid and **you** have paid the **Excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or **legal proceedings**. If **we** subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **your** prospects of success are insufficient;
2. would be better for **you** to take a different course of action;
3. **we** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit, continued pursuit or defence of any claim:

1. if **we** consider it is unlikely a reasonable settlement will be obtained; or
2. where there are insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the Insurer.

UK General insurance Ltd is an **Insurer's Agent** and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **you** have elected to use **your** own nominated **authorised professional**, **you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Conduct of Claim

1. **you** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.
2. **we** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **you** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.
3. **we** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert, agent or other person without **our** agreement.

Recovery of Costs

You should take all reasonable steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Data Protection Act 1998

The data supplied by **you** will only be used for the purposes of processing **your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **we** have mentioned herein.

It is important that the data **you** have supplied is kept up to date. **You** should therefore notify **us** promptly of any changes. **You** are entitled upon the payment of an administration fee to inspect the personal data which **we** are holding about **you**. If **you** wish to make such an inspection, **You** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF. **We** may respond to enquiries by the Police concerning **your** policy in the normal course of their investigations. Where it is necessary to administer **your** policy effectively or to protect **your** interests or for fraud prevention and detection purposes, **we** may disclose data **you** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Cancellation

If within 14 days of receipt of this policy **you** are unhappy with any of the terms and conditions contained within this Policy Wording, please contact Policy Expert immediately on the number shown on **your schedule**. Subject to there being no claims pending or having been paid on this policy, Policy Expert will arrange a pro-rata refund of premium equal to the unused cover. If **you** wish to cancel this policy after 14 days, subject to there being no claims pending or having been paid, Policy Expert may charge **you** a cancellation fee and will arrange for a pro rata refund equal to the unused cover. Details of cancellation fees can be found in the Policy Expert Terms and Conditions on www.policyexpert.co.uk or by calling Policy Expert.

Acts of Parliament

Any reference to Acts of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Helpline Service

The Legal and Tax Helpline Service provides advice on any problem affecting the **Policyholder**.

All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service:
0330 0600 621

Tax Helpline Service:
01455 852034

Tax Claims Notification Service:
01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance write to:

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Complaints about the agent

We hope you will be pleased with the service provided by Policy Expert. However, if **you** have a complaint about our service, **you** should contact Policy Expert:

Head of Customer Relations
Policy Expert
402-420 Sidbury Boulevard
Milton Keynes
MK9 2AF

Tel: 0330 0600 601

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

www.financial-ombudsman.org.uk

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation scheme

The Insurer detailed within the **schedule** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

