

Home Legal Plus

policy wording





HOME LEGAL **PLUS**

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Useful contact numbers and introduction

Legal advice helpline service

0330 0600 683

Our legal advice helpline service can help you with any private legal problem that will be dealt with under UK law, whether or not it results in a claim. You, or a member of your family, can call our legal advice helpline 24 hours a day, 365 days a year. All calls are confidential. We will tell you what legal rights you have and what action you can take.

Questions about the policy cover

Contact us.

Post: Policy Expert, Customer Relations, Silbury Court West, 352-390 Silbury Boulevard,
Milton Keynes, MK9 2AF

Phone: 0330 0600 601

This policy is a contract of insurance between **you** and **us** and is made up of this booklet together with the **schedule** that **we** have issued to **you**.

We agree to provide cover in line with the terms and conditions set out in this policy for insured events that arise during the **period of insurance**.

You agree to pay the premium for the **period of insurance** and to keep to all the terms and conditions of the policy. If **you** do not do this, the contract may not be valid and **you** may not be able to make a claim. **You** have the right to cancel any cover **you** have bought at any time during the **period of insurance**.

We have designed this legal expenses policy booklet carefully to help **you** understand the cover **we** will provide. Please take the time to read the policy and make sure that the cover meets **your** needs. If **you** want to change anything or if there is anything **you** do not understand, please contact **us**.

If **you** require, **you** can get this and other documents from **us** in large print or audiotape by contacting **us**.

For and on behalf of Policy Expert



Tony Deacon

Definitions

The following definitions have the same meaning wherever they appear in **your** policy or **your schedule**. They will always appear in bold font.

Authorised professional

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

Claim limits

The limits as specified in the **schedule** in respect of:

- the amount **we** will pay for any one claim; and
- the total amount **we** will pay in any one **period of insurance**.

Computer virus

A set of corrupting, harmful or unauthorised instructions or codes, which are introduced maliciously and which spread through a computer system or network.

Court

A **court**, tribunal or other competent authority.

Credit-reference agency

Equifax, Experian and Call Credit.

Date of the incident

1. In civil cases the **insured event** happens on the date of the event that leads to the claim.
2. In criminal cases the **insured event** happens when an **insured person** began or is alleged to have begun to break the law in question.
3. For claims under **insured event 5 - Tax**, the **insured event** happens on the date when HM Revenue & Customs first tells **you** in writing that it intends to make an enquiry.

Electronic data

Facts, concepts and information converted to a form that can be communicated, interpreted or processed by electronic or electromechanical data-processing or other electronically controlled equipment.

Electronic data includes programs, software and other coded instructions for processing and using data or directing and using this equipment.

Goods

Items **you** own or which **you** are responsible for.

This does not include:

- motor vehicles, motorbikes, caravans, mobile homes or any part of them;
- land or buildings; or
- items used for business purposes.

Home

Your main private **home**, which must be within the **territorial limits**.

Identity theft

Using the identity of another person without their knowledge or permission to gain goods, services or to commit criminal activities in that person's name.

Indirect losses

Losses or damage which is not directly associated with the incident that caused **you** to claim, unless it is specifically stated in this policy.

Insured event

The initial incident, act or failure to act, which sets off a natural and continuous sequence of events that leads to a claim for **professional fees** or a benefit being paid under this policy.

Only one **insured event** will be considered to have arisen from all incidents, causes of action or events which are related by time or cause.

We will only cover insured events that happen within the **territorial limits**.

Insured person

This means:

- a. **you** (the **policyholder**); and
- b. any member of **your** family who always lives at **your home**.

Insurer

We have arranged this insurance with QIC Europe Limited, registered in Malta. Registration number C67694.

Legal nuisance

Any continuous activity by another person that causes a substantial and unreasonable interference with **your** use or **your** enjoyment of **your home**.

Legal proceedings

When formal **legal proceedings** are issued against an opponent in a **court** within the **territorial limits**.

Payment card

Bank, charge, cheque, credit, debit and cash dispenser cards.

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**.

Professional fees

All reasonable and proportionate fees, costs and disbursements properly charged by the **authorised professional** as long as **we** give **our** authority beforehand.

Professional fees include **your** opponents' costs in civil cases if **you** have been ordered to pay them, or if **you** pay them with **our** agreement.

Professional fees will include VAT where it cannot be claimed back.

Schedule

The document which provides details of the **policyholder** and the **claim limits**. The **schedule** is attached to and forms part of this policy.

Small claim

Legal action which is dealt with in the small claims **court**, based on the criteria set out in the Civil Procedure Rules. This is a less formal **court** process for deciding claims with a low value which **you** don't need legal representation for.

Standard cost basis

The level of **professional fees** that **we** would normally have to pay if **we** used **our** nominated **authorised professional**.

Territorial limits

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

We, us, our

Policy Expert on behalf of QIC Europe Limited.

Policy Expert is a trading name of QMetric Group Limited, who are authorised and regulated by the Financial Conduct Authority (FCA).

General conditions

1. Changes we need to know about

You must take reasonable care to contact **us** as soon as possible if there are changes that may affect this insurance including the following.

- a) If **your** address changes.
- b) If **your home** is no longer **your main home**.

When **you** tell **us** about a change **we** may reassess the premium and terms of **your** policy. **We** will confirm any changes with **you**.

If **you** do not tell **us** about these changes **we** may declare **your** policy void and treat it as though it never existed.

2. Acts of Parliament

Any reference to Act of Parliament in this policy will include any act which amends or replaces the original act and will also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law if this applies in the United Kingdom.

3. Arbitration

If **you** have a dispute about the way **we** have handled a claim, and **you** are not satisfied with the way it has been dealt with under **our** complaints procedure, **you** can contact the Financial Ombudsman Service for help.

There is a separate arbitration process available for disputes that are not covered by the Financial Ombudsman Service.

If there is a dispute between **you** and **us**, if **we** both agree, it may be referred to an arbitrator, who will be either a solicitor or a barrister.

If **we** cannot agree with **you** on the choice of arbitrator, the Law Society will nominate one.

You and **we** must keep to the arbitrator's decision, which is binding and is carried out under the Arbitration Act.

The side that loses the arbitration must pay all the costs of the arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide how the costs are shared.

4. Cancellation

If **you** decide that, for any reason, this policy does not meet **your** insurance needs, **you** may cancel it at any time by letting **us** know.

Post: Policy Expert
Customer Relations
Silbury Court West
352 - 390 Silbury Boulevard
Milton Keynes
MK9 2AF
Phone: 0330 0600 601

Our refund and fees policy

If **you** return the policy to **us** within 14 days of the date of issue, as long as **you** have not made a claim, **you** will be entitled to a full refund of **your** premium.

If **you** want to cancel **your** policy after 14 days, as long as **you** have not made a claim, **you** will be entitled to a refund of any premium **you** have paid that relates to a period which **you** will no longer be covered for. **You** may have to pay a cancellation fee.

Any administration fees, including cancellation fees, are set out in **our** terms and conditions.

Our right to cancel your policy

We have the right to cancel **your** policy at any time if there is a valid reason for doing so (for example, if **you** haven't given **us** the correct information) by sending 14 days' notice to **you** at the last address **we** have on file for **you**. **We** will not give **you** notice if **you** have committed fraud.

We will tell **you our** reason for cancelling the policy.

As long as **you** have paid the premium in full, **you** will be entitled to a refund of any premium **you** have paid that relates to the period shown on the insurance documents that has not yet passed (unless **we** cancel **your** policy because of fraud).

We do not have to accept any application **you** make to renew the insurance.

5. Contracts (Rights of Third Parties) Act 1999

No person, company or business who is not named on this policy will have any rights to enforce any terms or conditions of this policy. This will not affect any other rights that person, company or business has apart from under this act.

6. Due care

You must take due care and take all reasonable precautions to prevent incidents that may lead to a claim and to reduce the amount **we** might have to pay.

7. Fraud

In order to protect **our** customers from the cost of fraud, **we** work to detect and prevent fraud.

We expect **you**, any **insured person** and anyone acting for **you**, to act honestly. If **you** or anyone acting for **you** (or an **insured person**) deliberately provides information as part of **your** application that is not true and complete to the best of **your** knowledge and belief, this insurance will not be valid.

If **you** (or any **insured person**) or anyone acting for **you** makes any false or fraudulent claim or uses false, fraudulent or stolen documents, devices or statements to support a claim or any part of a claim, **we**:

- i. will not be liable to pay the fraudulent claim;
- ii. may recover any sums **we** have paid to **you** for the fraudulent claim; and
- iii. may end the policy with effect from the date of the fraudulent act and keep all premiums **you** have paid. **We** will give **you** written notice if **we** do this.

If this insurance becomes void for any reason or **we** suspect that a crime may have been committed in respect of this policy, **we** have the right to tell the police or other relevant authority.

We have the right to recover from **you** or any **insured person** the costs **we** or **our** representatives have to pay in investigating any fraudulent claim.

8. Law

This policy will be governed by and managed in line with the law of England and Wales unless **you** live in Scotland, in which case the law of Scotland will apply. If **you** live in the Channel Islands, the relevant law governing the Channel Islands will apply.

9. Notices

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

10. Your obligation

Our liability to make any payment under this policy will depend on **you** meeting the terms and conditions of this insurance. **You** must pay the premium and give **us** the correct information, which this contract will be based on. This document forms a legally binding contract of insurance between **you** and **us**. No one else has the right to enforce any part of this contract.

If **our** position is affected because **you** have not followed the terms and conditions of this policy, **we** have the right to:

- refuse or withdraw from any claim;
- refuse to pay costs **we** have already agreed to meet; and
- claim back from **you** any costs **we** have paid.

11. Renewal

During the month before **your** policy is due to end **we** will let **you** know by phone, letter or email if **we** are able to continue offering **you** insurance.

If **we** offer to renew **your** current policy, **we** may be able to arrange this using the payment details **we** already hold for **you** (unless **you** have told **us** otherwise). **We** refer to this as 'automatic renewal'.

We will always tell **you** whether or not **we** intend to renew **your** cover automatically. **We** will do this before **we** take full payment. This does not affect **your** right to cancel this policy in line with **our** cancellation policy.

Our renewal offer will include the premium and any changes in the terms and conditions for the next period.

If **you** do not want to renew **your** insurance, please let **us** know before the renewal date of **your** policy.

If **we** are unable to offer to renew **your** policy, **we** will write to **you** at the last address **we** have on file for **you**.

We strongly advise **you** to review **your** policy each year to make sure **you** have suitable cover in place.

Claims procedures and conditions

Claims notification service: 0330 0600 682

1. Telling us about a claim

Before **you** agree to any costs, **you** must contact the claims notification service for advice and support. If **you** fail to do this, **we** may refuse to pay **your** claim. If **your** dispute needs to be dealt with as a claim under this policy, **we** will explain what to do next.

We will not accept responsibility if the claims notification service fails for reasons beyond **our** control.

2. Claims procedure

You must tell **us** about any event or circumstance which may lead to a claim under this policy within a reasonable time of it happening, and always within 180 days.

You must get **our** permission in writing before agreeing to any **professional fees**. Please do not ask for help from a solicitor or accountant before **we** have agreed to this. If **you** do, **we** will not pay the costs involved.

We will not enter into discussions or correspondence with anyone other than **you** (or, with **your** agreement, an **insured person**) or **your** (or the **insured person's**) personal representative (if **you** die or suffer a serious injury) in relation to the claim.

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

1. there is less than a 51% chance of **your** claim being successful;
2. the costs of the legal action are more than the value of any damages that are likely to be awarded as a result; or
3. it would be better for **you** to take a different course of action;

we will write to **you** giving **our** reasons why **we** cannot agree to the claim. **We** will not then have to pay any further **professional fees** for this claim.

If **we** feel that it is reasonable for **professional fees** to be paid **we** will:

1. take over the claim on **your** behalf; and
2. appoint an **authorised professional** to act on **your** behalf.

The **authorised professional** will try to settle **your** claim by negotiation, without having to go to **court**.

We may limit any **professional fees** that **we** will pay under the policy in pursuing or continuing to pursue or defend any claim if:

1. **we** feel it is unlikely that **we** will achieve a sensible settlement;
2. the likely settlement amount is not in line with the time and expense needed to achieve a settlement; or
3. **your** prospects of recovering any amounts **you** are claiming are not reasonable.

If it may cost **us** more to handle a claim than the amount in dispute, **we** may decide to pay **you** the amount in dispute instead of continuing with the claim. If **we** do this, the payment will represent full and final settlement under this policy (as long as **you** and **we** have met all the terms and conditions of this policy).

We may ask **you** to get an opinion from a solicitor or barrister if there is a disagreement as to whether it is worth making or continuing a claim or **legal proceedings**. **You** will have to pay any costs involved in getting this advice, unless the advice shows that there is at least a 51% chance of **your** claim being successful, in which case these costs will be covered.

You must get **our** approval before **you** stop or withdraw a claim, otherwise **you** will be responsible for any legal costs that apply up until the date **you** stop the claim and **you** will have to pay these to the **insurer**.

Please note that if **you** ask anyone to provide services for **you** before contacting the claims notification service, any costs which **we** have not agreed to in writing will not be covered.

3. Representation

We can take over and carry out in **your** name the prosecution, pursuit, defence or settlement of any claim at any time. **We** can negotiate any claim on behalf of an **insured person**. **We** will nominate and appoint an **authorised professional** to act on **your** behalf, and **you** must accept **our** nomination.

You can choose your own professional if:

- i. the **authorised professional** cannot negotiate a settlement for **your** claim and it is necessary to go to court; or
- ii. there is a conflict of interest.

If **you** choose **your** own professional **we** must agree beforehand and **you** must send **us** their name and address. **You** must enter into a separate contract of appointment direct with them.

When selecting **your** own professional, **you** must consider **your** legal duty to keep the costs for **your** claim as low as possible and take reasonable steps to reduce any amount **we** have to pay.

If **you** decide to choose **your** own professional, **you** will be responsible for any **professional fees** which are higher than **our standard cost basis**.

4. Carrying out a claim

1. **You** must at all times co-operate with **us** and give **us** and the **authorised professional** (or the professional **you** have chosen) evidence, documents and any relevant information that **we** ask for. **You** must pay any charges involved in doing this.
2. **You** must attend, at **your** own expense, any meetings the **authorised professional** (or the professional **you** have chosen) asks **you** to attend.
3. **We** will have direct contact at all times with the **authorised professional** (or the professional **you** have chosen) and they must co-operate with **us** at all times and keep **us** up to date with the progress of the claim.
4. **We** are entitled to any information, form, report, copy of documents, calculations, account or correspondence relating to the matter, whether or not this is privileged information.
5. **You** must tell **us** if anyone makes a payment in **court** or offers to settle **your** claim, and **you** must get **our** written agreement before accepting or declining any such offer.
6. **You** must get **our** permission before instructing a barrister, witness or expert, or before making any promise to the **court**.

5. Recovering costs

If **your** claim is successful, **you** must instruct the lawyer to take every available step to recover for **us** all costs and expenses relating to **your** case.

If the person making the payment pays it 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.

You must instruct the professional **you** have chosen to have legal costs taxed, assessed or audited if **we** ask for this. **We** have the right to have costs assessed by a **court**.

What's covered?

Insured events

We will pay **your** claim (and if **you** ask **us** to, the claim of any other **insured person**) for **professional fees** on **our standard cost basis** to pursue or defend legal action arising from an **insured event**.

We will pay up to the **claim limits** for the following insured events that arise during the **period of insurance**, as long as **you** keep to all the terms, conditions and exclusions of this policy.

We will provide this cover as long as **we** and the **authorised professional** agree there is at least a 51% chance of **you** achieving a favourable outcome, and the costs of the legal action are less than the value of any damages that are likely to be awarded as a result.

1. Personal injury

Professional fees to take legal action for damages against another person or organisation as a result of an event which has caused death or bodily injury to an **insured person**. If the legal action is going to be decided by a **court** in England or Wales and the damages **you** are claiming are above the limit for **small claims**, the **authorised professional** must enter into a 'conditional fee' agreement. This means they will not charge all or some of their own fees if **you** fail to recover the damages that **you** are claiming.

What we don't cover

Professional fees:

1. arising from any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. arising from stress, mental illness or psychological-related conditions unless the condition follows a sudden accident that caused injury;
3. arising from defending **your** legal rights in claims against **you**, but **we** will cover defending a counterclaim (a claim another person makes in response to a claim **you** have made against them); or
4. if the damages **you** are claiming are below the limit for **small claims**. **We** will not cover **professional fees**, but **you** can call the legal advice helpline for advice on how to take **your** case further.

2. Consumer disputes

Professional fees to defend or pursue legal action arising from a contractual dispute relating to an agreement which an **insured person** has entered into during the **period of insurance** for:

1. selling their own personal **goods**; or
2. buying (including under a hire-purchase agreement), hiring, or receiving **goods** and services for personal use.

Claims that fall within the small claims court

We will pay appropriate experts to build **your** case, and **court** fees, as long as the value of the **goods** or services in dispute or the total instalments due at the time of making the claim is more than £250.

What we don't cover

Professional fees arising from:

1. any contract entered into in connection with the **insured person's** profession, business or trade (apart from a contract for employment which is covered under **insured event 6 – Employment**);
2. any contract relating to work carried out in or on **land, buildings or your home**, including claims relating to building, extending, altering, converting, or demolishing any buildings (this exclusion does not apply to common home improvements, such as installing a new kitchen or bathroom);
3. disputes with tenants;
4. any amount paid under an insurance policy; or
5. disputes with local or government authorities.

3. Buying and selling property

Professional fees to defend or pursue legal action arising from someone breaking the terms of a contract to buy or sell **your home**.

What we don't cover

Professional fees arising from:

1. claims where **you** bought this policy after the date **you** completed the sale or purchase of **your home**.

4. Protecting property from damage

Professional fees to pursue or defend legal action relating to:

- i. an event which causes or could cause physical damage to **your home** or personal possessions that **you** own or are responsible for (the damage must have been caused after **you** first bought this insurance);
- ii. a **legal nuisance**; or
- iii. a claim that **your** legal rights relating to owning, living in and using **your home** have been broken (someone trespassing in **your home**).

What we don't cover

Professional fees arising from:

1. damage to any land or buildings other than **your home**;
2. claims relating to planning, building, extending, altering, converting or demolishing any building on **your** land;
3. disputes involving leased or rented property, or relating to or arising out of any tenancy agreement or a licence to use land or buildings;
4. actual or planned construction, closure, adoption or repair of roads or bridges, or the actual or planned construction, demolition or adaptation of buildings, housing or other work;
5. claims relating to damage to **goods** covered by another insurance policy; or
6. claims relating to subsidence, heave, landslip, mining or quarrying.

5. Tax

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

What we don't cover

Professional fees arising from:

1. an investigation which started before the first **period of insurance**;
2. any claim involving criminal proceedings, alleged fraudulent tax avoidance, submitting false records with the intent to deceive or tax-avoidance schemes;
3. aspect enquiries (those that only look at certain areas of **your** tax returns); or
4. any income related to **your** business or profession.

6. Employment

Professional fees to pursue legal action relating to a dispute the **insured person** has with their current or former employer over a contract of employment.

As soon as **you** know about the dispute, **you** must call **our** legal helpline service, and must follow the advice **we** give **you**.

What we don't cover

Professional fees relating to:

1. a compromise agreement while the **insured person** is still employed;
2. any claim relating only to personal injury; or
3. employers' disciplinary hearings or internal grievance procedures.

7. Education

Professional fees (up to £5,000) to appeal against the decision of a local education authority (LEA) arising out of the LEA failing to keep to its published admission policy, resulting in them refusing to accept **your** child or children at **your** preferred state school.

What we don't cover

Professional fees:

1. relating to entrance exams a child must pass or other selection criteria they must meet in order to be accepted at a school;
2. involving schools which are not state schools falling under the LEA's control or where the LEA is not responsible for allocating places;
3. which arise before **you** apply to the school or LEA for a school place;
4. which relate to a decision the LEA made within the first six months of the first **period of insurance**;
5. if **you** have not followed the correct procedure for appealing against the LEA's decision to refuse a place at the school;
6. if the child has been expelled, suspended or permanently excluded from another school; or
7. which relate to children under five years other than if the relevant start date at the school will be in the academic year before their fifth birthday.

8. Probate

Professional fees to pursue legal action relating to a probate dispute involving the will of **your** parents, grandparents, children, step-children or adopted children if **you** are contesting a will in which **you** are a named beneficiary.

What we don't cover

Professional fees arising from:

1. any dispute or costs where a will has not been made or cannot be traced (intestate).

9. Identity theft

Following **identity theft** to an **insured person**, we will cover the following.

1. **Professional fees:**
 - a. to deal with organisations who are claiming money from an **insured person** as a result of someone making a fraudulent application to them for credit, **goods** or services using the **insured person's** identity;
 - b. to remove any criminal or civil judgments (for example, county **court** judgments) which have been wrongly entered against an **insured person**;
 - c. to deal with credit-reference agencies on behalf of an **insured person**, including to challenge the accuracy or completeness of any information they hold; and
 - d. to create documents needed to prove the **insured person's** innocence, in relation to any financial irregularities.
2. Postal and phone costs the **insured person** has to pay in dealing with financial institutions, the police and credit-reference agencies to report or discuss a case of **identity theft**.
3. Fees charged for reapplying for a loan if the original application was rejected just because the lender received incorrect credit information.
4. Any earnings the **insured person** loses as a result of needing to take time out of work to go to see the police, financial institutions or credit-reference agencies to report or discuss a case of **identity theft**.

What we don't cover

Professional fees arising from:

1. any **identity theft** connected with the business, profession or occupation of the **insured person**;
2. any costs, expenses or losses that are the result of any fraudulent, dishonest or criminal act by an **insured person**, or any other person acting together with an **insured person**; or
3. any **indirect losses**.

Conditions for identity theft claims

Please read the following carefully to make sure **you** keep to the conditions of this section.

If an **insured person** discovers their identity has been stolen, they must:

1. file a police report within 12 hours of discovering the **identity theft**;
2. let their **payment card** company (or companies) and all other account providers know about the **identity theft** within 12 hours of discovering it;
3. report the **identity theft** to **us** within 30 days; and
4. take all necessary action to prevent further loss or damage caused by the **identity theft**.

10. Jury service expenses

The amount of salary or wages an **insured person** loses for each full day they are off work to attend a **court** for jury service, up to £100 per day.

(If the **insured person** is self-employed and exempt from PAYE tax, **we** will pay a fixed contribution of £100 per day.)

The maximum amount **we** will pay under this section is £1,000 per claim.

What we don't cover

1. Salary or wages which can be recovered from the **court**.

General exclusions

This insurance does not cover the following.

1. **Professional fees:**

- a) if the **date of the incident** was before **your** legal expenses insurance cover started with Policy Expert;
- b) if the relevant period for bringing a claim has passed (180 days);
- c) if the **insured person** should have realised when buying this insurance that there may be a claim made under it;
- d) from before **we** accept a claim in writing;
- e) **we** have not approved or which are more than **we** have approved;
- f) if **you** fail to give **us** or the **authorised professional** proper instructions in good time;
- g) if **you** are responsible for anything which **we** believe harms **your** case, or if the incident was intentionally brought about by **you**;
- h) if **you** withdraw instructions from the **authorised professional**, fail to respond to the authorised professional or withdraw from the **legal proceedings**, or the **authorised professional** refuses to continue to act for **you**;
- i) if **you** decide that **you** no longer want to continue **your** claim (if this happens, **you** will also be responsible for all costs that have been charged up to this point);
- j) relating to the amount that is more than **our standard cost basis** if **you** have decided to use an **authorised professional** of **your** own choice; or
- k) while **you** are bankrupt or **your** affairs are in the hands of a receiver.

- 2. Pursuing, continuing to pursue or defending any claim if **we** consider it is unlikely that **we** will achieve a sensible settlement or if the likely settlement amount is not in proportion to the time and expense involved.
- 3. Claims which **you** carry out in a way which is different from the advice or proper instructions **you** receive from **us** or the **authorised professional**.
- 4. Legal expenses of any appeal proceedings unless **you** tell **us** in writing that **you** want to appeal within the time frames allowed and **we** believe there is at least a 51% chance of the appeal being successful.
- 5. Any **professional fees** and expenses that could have been recovered under any other insurance except for the difference between the fees and expenses and the amount which would be payable under the other insurance if this policy did not exist.
- 6. Damages, fines, compensation or other penalties a **court** or other authority orders **you** to pay.
- 7. Claims arising from an **insured event** which arises from **your** deliberate act, failure to act or misrepresentation.
- 8. Any dispute relating to written or verbal remarks which damage **your** reputation.
- 9. **Legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational (involving more than one country) courts or tribunals, including the European Court of Justice and the Commission and Court of Human Rights.
- 10. A dispute which relates to any compensation or amount due under a contract of insurance.
- 11. Any dispute with **us** that is not dealt with under the arbitration condition on page 7.
- 12. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property, trade secrets or confidential information.
- 13. An application for judicial review (an application for a judge to review the legality of a decision made or action taken by a public body).
- 14. Any **professional fees** involved in defending or pursuing new areas of law or test cases.

15. Any claim directly or indirectly arising from an allegation of mis-selling financial services or products or not managing them properly.
16. If an **insured person** is entitled to legal aid, **our** liability will be limited to an amount equal to any assessed income-based contribution the **insured person** must pay towards **professional fees** under the Crown Court's means-testing scheme.
17. Any claim involving medical or clinical negligence or pharmaceutical or any related claims (including tobacco products).
18. Any claim against another person who is insured on this policy, or disputes between an **insured person** and their family (including divorce, separation, marriage or civil partnership disputes).
19. Claims falling within the limits which can be dealt with in the small claims **court** other than as set out under **insured event 2**- Consumer disputes.
20. **Legal proceedings** between an **insured person** and any government or public or local authority concerning any statutory charges unless an **insured person** has suffered or could suffer financial loss if the **legal proceedings** are not pursued or defended.
21. Claims relating to **your** alleged dishonesty, alleged violent behaviour, deliberate, reckless or dishonest acts or failure to act.
22. Any matter arising from an **insured person's** business or trade or **your** duties as a director or officer of any company.
23. Any loss or damage that is insured under any other insurance policy.
24. Any claim, however caused (including by **computer virus**), relating to **electronic data** being lost, destroyed, distorted, altered or otherwise corrupted.
25. Any claim caused by, contributed to or arising from:
 - irradiation or contamination by nuclear material;
 - the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
 - any device or weapon which uses atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
 - any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any legislation which amends or replaces that act; or
 - any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war is declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, seizure, destruction of or damage to property by or under the order of any government, local or public authority.

Complaints procedure

We aim to give **you** the best possible service but if **you** have any questions or concerns about this insurance or the way in which **we** have handled **your** claim, **you** should follow the complaints procedure set out below.

Please quote **your** policy number whenever **you** contact **us** to help **us** provide a quick and efficient response.

Making your complaint:

If **your** complaint is about the policy, the way it was sold to **you** or **our** service, please contact us.

Post: Customer Relations
Policy Expert
Silbury Court West
352-390 Silbury Boulevard
Milton Keynes
MK9 2AF
Phone: 0330 0600 601

If **your** complaint is about the way **we** have handled **your** claim, please contact Trinity Claims.

Post: Customer Services Manager
Trinity Claims
PO Box 568
Tonbridge
Kent
TN9 9LT
Phone: 0330 0600 682

If **your** complaint is about **your** policy, please contact QMetric.

Post: The Customer Relations Officer
QMetric Group Limited
110 Bishopsgate
London
EC2N 4AY
Email: customercare@qmetric.co.uk

If **we** have provided **you** with **our** final response and **you** are still not satisfied, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an independent body that can help **you** and **us** reach an agreement on complaints which have already been through **our** complaints procedure.

Contact the FOS.

Post: The Financial Ombudsman Service
Exchange Tower
Harbor Exchange
London E14 9SR
Phone: 0800 023 4567
Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk

You have six months from the date of **our** final response to refer **your** complaint to the FOS.

Important note, the FOS can only consider **your** complaint if **you** have already given **us** the opportunity to deal with it.

The above complaints procedure does not affect **your** legal rights as a consumer. For more information about **your** legal rights, contact **your** local authority's trading standards service or Citizens Advice.

European Online Dispute Resolution

If **you** bought **your** policy online, the European Online Dispute Resolution (ODR) platform can help settle any disputes about it. If **you** have a complaint about **your** policy, **you** can enter it onto the ODR platform. **Your** complaint will then be sent to the correct alternative dispute resolution scheme. For insurance complaints in the UK, this is the Financial Ombudsman Service, whose contact details are above.

For more information about ODR, please visit: <http://ec.europa.eu/odr>.

Regulatory information

Your insurers

We have arranged this insurance with QIC Europe Limited, registered in Malta. Registration number C67694.

Registered office:

Pendergardens Business Centre, Level 1, St Julian's, STJ 1901, Malta.

QIC Europe Limited are authorised and regulated by the Malta Financial Services Authority (MFSA).

Policy Expert is a trading name of QMetric Group Limited who are authorised and regulated by the Financial Conduct Authority (FCA). FCA registered number: 529506.

Visit www.fca.org.uk for more information.

Financial Services Compensation Scheme

QIC Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type and circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

You can get more information about compensation scheme arrangements from the FSCS or **you** can visit www.fscs.org.uk

Protecting your personal information

The details provided here are a summary of how **we** and **your insurer** (QIC Europe Limited) collect, use and store **your** information. If **you** would like to read **our** full privacy policy, please visit **our** website at www.policyexpert.co.uk/privacy-policy. Or **you** can contact **our** Data Protection Officer at 110 Bishopsgate, London, EC2N 4AY.

If **you** would like to read QIC Europe Limited's full privacy policy, please visit their website at www.qiceuropeltd.com/privacy-policy. Or **you** can contact QIC Europe Limited's Data Protection Officer at their London branch at 21 Lime Street, London, EC3M 7HB.

Collecting your information

When **you** ask **us** about or buy insurance cover, or make a claim, **we** will ask **you** to provide personal information to **us** and **your insurer**. **We** also collect information about **you** from other sources, including information about how **you** interact with **our** websites, and publicly available information about **you** (and **your** family, if provided).

Using your information

The main reason **we** collect **your** personal information is because **we** need to provide the appropriate insurance cover to **you**.

We will process **your** information fairly for the purposes of carrying out a contract, keeping to certain legal obligations which **we** have, and for legitimate business reasons in line with data protection legislation, including managing **your** policy, managing claims, preventing fraud and to allow **us** to provide selected marketing communications.

Sharing your information

We may share the information **you** provide with a number of other interested organisations. This may include other insurers, regulators, industry bodies, public authorities, and fraud-prevention and credit-reference agencies.

Keeping and storing your information

Well only keep **your** information for as long as is necessary to provide **our** products and services and to meet **our** legal and regulatory obligations.

QIC Europe Limited may sometimes use providers and organisations outside the European Economic Area (EEA) to help manage insurance policies. Although some countries outside the EEA do not provide the same level of data protection as the UK, QIC Europe Limited will always make every reasonable effort to make sure **your** personal information is properly protected.

We may monitor and record communication with **you** (such as phone calls and emails) for quality-control, training and fraud-prevention purposes, and to make sure **we** are keeping to all regulations that apply.

Your rights

You have a number of rights relating to the information **we** hold about **you**. These include accessing **your** information, updating **your** information, restricting the processing of **your** information and unsubscribing from marketing communications. Full details of **your** rights are set out in **our** and QIC Europe Limited's privacy policies.

Key contact number

Claim line

0330 0600 683

To tell us about any incident that may lead to a claim, to discuss an existing claim or to get advice and support on any legal matter.

We may record and monitor calls. Call charges will vary.



Policy Expert Home Legal Plus and Policy Expert are trading names of QMetric Group Limited.

Registered office: 110 Bishopsgate, London, EC2N 4AY.

Registered in England and Wales, company number: 07151701.

QMetric Group Limited is authorised and regulated by the Financial

Conduct authority (FCA). FCA registered number: 529506.

Visit www.fca.org.uk for more information.

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