

Household & Family Legal Expenses Insurance

This insurance is a contract between **you** and the **Insurers**, Financial & Legal Insurance Company Limited (registered in England under Company no 03034220 and by the Financial Services Authority under no 202915). The **Insurers** will indemnify the **Insured Persons** subject to the terms, conditions, clauses and exclusions of this insurance during the **Period of Insurance**.

This insurance has been effected with and is signed on behalf of Financial & Legal Insurance Company Limited.



N Garner, Group Managing Director, Financial and Legal Insurance Company Limited

Claim and Helpline Service 0845 267 0246

Claims should be made either by phone on the claims helpline number 0845 766 0213 or in writing, to Financial & Legal Insurance Company at the following address:

The Claims Manager, Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW
Fax: 0845 280 0222

Please quote your certificate number in all correspondence with us.

Once details of the claim have been received by us and it has been accepted, we will advise whether the case will be handled by our specialist legal claims unit or we will supply the name(s) of one or more solicitors, accountants or other suitably qualified and experienced persons from our panel to act on your behalf. Please see Condition 3 for more details on Nominated Representatives.

It is very important that you read this document carefully and keep it safe for your future reference.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in bold in this insurance.

Collective Conditional Fee Agreement

Means the separate agreement between the **Insurer** and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, the format and contents of which have been agreed to by **us** before it is entered into.

Conditional Fee Agreement

Means the separate agreement between the **Insured** and the **Nominated Representative** for paying his or her professional fees which is an enforceable **Conditional Fee Agreement** within the meaning of section 58, 58A, Courts and Legal Services Act 1990, such agreement only to be in the form provided by the **Insurer**.

Date of Occurrence

For claims brought under Section 5 i) of the cover, the date when it is alleged that the **Insured Person** began the criminal act; for claims brought under Section 6 of the cover, the date that the **Insured Person** is first notified by HM Revenue & Customs that an extensive examination is to take place; and for all other claims, the date at which the cause of action first arose.

Goods

Household **Goods** and personal effects but only to the extent that these are insured under your household policy.

Legal Expenses

The fees, costs, disbursements and other professional charges which we have agreed to fund:

- i) Reasonably and necessarily incurred by a **Nominated Representative**; and
- ii) Incurred by other parties, in civil cases if you have been ordered to pay them or pays them

with our written agreement.

Insured Person

You and with your agreement to claim for any member of your family permanently living with you (including any person you live with as if married).

Insurer/We/Us/Our

Financial & Legal Insurance Company Limited,
No.1 Lakeside, Cheadle Royal Business Park,
Cheadle, Cheshire, SK8 3GW

Period of Insurance

The period not exceeding twelve months from the date shown on the Insurance Certificate and for which you have paid or agreed to pay and **we** have agreed to accept a premium.

Insurance Certificate

The **Insurance Certificate** that proves that you have paid the premium and are entitled to the benefits under this policy.

Legal Proceedings

The pursuit of civil legal disputes and proceedings within the jurisdiction of a court or other body in the **Territorial Limits** including defending a counterclaim and appealing or defending an appeal against judgement and excluding correspondence by way of pre action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the **Territorial Limits**.

Nominated Representative

A solicitor, claims negotiator or other suitably qualified person appointed in accordance with the terms of this insurance. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the **Insurer**.

Territorial Limits

The United Kingdom and any other territories for which cover is expressly provided under the policy.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

You/your/Certificate Holder

The person(s) named in the policy and the **Insurance Certificate** as the policyholder or **Insured**.

The Cover

The **Insurer** will afford cover to **you** for the types of claim specified below arising from **Legal Proceedings**, subject to the terms, conditions and exclusions of this policy, provided that:

- i) **You** have paid the premium
- ii) The subject of the claim occurred within the **Territorial Limits** and the Date of Occurrence was within the **Period of Insurance**
- iii) **You** bring no more than two claims during the **Period of Insurance**.

1 Personal Injury

Claims relating to the death or bodily injury of an **Insured Person** caused by a specific or sudden event for which a third party is at fault. Where **your** claim is not covered above, **we** may, subject to any advice provided by a **Nominated Representative** under this policy, offer alternative cover for **you** from the **Insurer** to cover **your** costs of bringing a claim.

2 Consumer Contracts (including professional negligence)

Disputes arising out of any contract or alleged contract entered into by the **Insured Person** for the purchase or hire of **Goods** or services for private use or sale or supply of privately owned **Goods** by the **Insured Person** provided that:

- i) The contract or alleged contract was entered into or, in the case of professional negligence claims only, the loss was first discovered after the commencement of the first **Period of Insurance**
- ii) Where the sale, purchase or hire has been effected on the internet, all dispute resolution procedures afforded to sellers, purchasers or hirers by the relevant web site

provider or authority have been exhausted.

3 Domestic Property Protection

Disputes arising out of:

- i) A third party's negligent act or omission, nuisance, trespass, or criminal damage relating to **your** material property (that is **your** principal place of residence but not any other buildings or land) which causes physical damage or pecuniary loss
- ii) The landlord's failure to maintain **your** principal place of residence
- iii) Infringement of **your** legal rights originating from the ownership of **Your Home**
- iv) A contract in your name and relating to **Your Home** for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the **Insured Person** has entered into the agreement or alleged agreement after the commencement of the first **Period of Insurance**.

Excluding:

- i) Boundary disputes which arise in the first 180 days of this insurance
- ii) Claims where any **Insured Person** is the landlord of the home or is leasing, sub-letting or renting out all or any part of the premises for any purpose.

4 Employment

Disputes arising from or relating to **your** contract of employment which can exclusively be heard in an Employment Tribunal.

Excluding:

- i) Claims if **you** are a director, an apprentice or working under a contract for service
- ii) Claims relating to the Transfer of Undertakings Protection of Employment Regulations.

5 Legal Defence

The defence of any:

- i) Prosecution of an **Insured Person** in a criminal court
- ii) Civil action taken against **you** as an employee under any legislation relating to racial, sex or disability discrimination, Data Protection or being a trustee of a pension fund set up for

the benefit of **your** fellow employees.

6 HM Revenue & Customs

An extensive examination by the HM Revenue & Customs into the personal tax affairs of an employed **Insured Person**

Excluding:

- i) Enquiries limited to specific aspects of the self-assessment tax return
- ii) Enquiries where the **Insured Person** is self-employed, a director or a member of a partnership.

7 Attendance Expenses

Your actual loss of salary or wages for the time off work to attend any court or tribunal hearing at the request of the **Nominated Representative**, or as a defendant of an admitted claim under this policy, or whilst on jury service *provided that* such salary or wages are not recoverable from the relevant court, tribunal or other party, or payable by **your** employer without deduction.

8 Identity Theft Resolution Service

The Insurer will provide an identity theft resolution service should an **Insured Person** become or feel they have become the victim of identity theft during the **Period of Insurance**. The identity theft resolution service will provide:

- i) Access to a private and confidential helpline should an **Insured Person**, regarding identity fraud, feel they have become the victim of identity theft
- ii) Access to a personal identity theft adviser who will provide **you** with specialist guidance and assist **you** in resolving your identity fraud

It is advisable that the **Insured Person** notify their banks and building societies within 24 hours of becoming aware of any attempt to misuse their identity.

Conditions and Clauses

I Limits and first amount payable

- i) The maximum amount of **Legal Expenses** we shall pay for any one claim is £25,000

inclusive of VAT

- ii) **You** must pay the first £75 plus VAT of **Legal Expenses** in respect of any claim.

2 Your Responsibilities

You must

- i) Observe the terms, conditions and exclusions of this insurance
- ii) Take all reasonable steps to prevent any incident that may give rise to a claim
- iii) Take all reasonable steps to minimise the amount payable under this insurance
- iv) Take all reasonable steps to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure
- v) Provide **us** with such information regarding **your** claim as **we** may reasonably require
- vi) Notify **us** as soon as is reasonably possible of any circumstances which may give rise to a claim.

3 Nominated Representative

- i) **We** can represent **your** interests and negotiate **your** claim directly or through a **Nominated Representative** at **our** entire discretion. If **we** choose to refer **your** claim to a **Nominated Representative**, **we** shall confirm this in writing to **you** and explain in more detail the work they will undertake
- ii) If **we** agree to the commencement of **Legal Proceedings** then **you** have the right to nominate **your** own adviser. **You** must send **us** the name and address of such person prior to the commencement of any **Legal Proceedings**. Such adviser must accept **our** terms of appointment before commencing any work for **you** on **our** behalf and co-operate with **us** at all times
- iii) **We** may reject any adviser **you** suggest. If **you** do not agree with **us** about the choice of the **Nominated Representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter
- iv) When a **Nominated Representative** is appointed **we** will send them a copy of their terms of appointment which must be accepted by the **Nominated Representative** before

commencing any work for **you**. In regards to claims in respect of death or bodily injury, the **Nominated Representative** must have signed either a **Collective Conditional Fee Agreement** or a **Conditional Fee Agreement** with the Insurer.

4 Control of the Claim

- i) **You** must, at **your** own cost, provide the **Nominated Representative** with all information, evidence and documents relating to the claim when requested to do so and **you** must meet with the **Nominated Representative** when reasonably requested to do so
- ii) **You** must keep the **Nominated Representative** regularly informed of all developments, co-operate fully in all respects and immediately pass on all correspondence relating to **your** claim, unanswered
- iii) **We** must have direct access to the **Nominated Representative** at all times. **You** will provide **us** with all information, evidence, legal advice and documents relating to the **Legal Proceedings** in **your** possession or custody or that of the **Nominated Representative** upon **our** request
- iv) **You** must give the **Nominated Representative** any instructions **we** require **you** to give without delay.

5 Acceptance of a claim and right to refuse indemnity

We may refuse to accept a claim or to continue to indemnify **you** where:

- i) In **our** opinion:
 - a) **You** and/or any other **Insured Person** have not disclosed any material information
 - b) **You** and/or the **Insured Person** have failed to provide **us** or the **Nominated Representative** with any relevant information and/or supporting evidence
 - c) **Your** claim does not have any reasonable prospects of success or that there are reasonable prospects of recovery from the other party
- ii) In the **Nominated Representative's** opinion, **your** claim does not have reasonable prospects of success or that there are reasonable prospects of recovery from the

other party

iii) If **we** refuse to accept a claim or to continue to indemnify **you**, **we** shall give the reason(s) in writing to **you**.

i) **We** may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **your** claim. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of **your** claim ii) In all cases, the onus will be on **you** to demonstrate to the **Nominated Representative**, or to **our** own advisers or counsel (as appropriate) that such reasonable grounds as referred to above exist. **Your** costs of investigation and other Legal Expenses relating to **your** seeking to prove that such reasonable grounds do exist are not covered under this insurance.

7 Payment under this insurance

i) **You** must inform **us** of any offer to settle **your** claim. No settlement offer will be accepted without our consent

ii) If **you** do not accept an offer **we** consider to be reasonable, **we** may refuse to provide any further indemnity

iii) **We** may, at **our** sole discretion, elect to pay an **Insured Person** the amount of damages claimed in lieu of incurring Legal Expenses to satisfy **our** liability under the policy

iv) If any offer to settle the claim is not accepted by **you**, which equals or exceeds the total damages (including any interest) eventually recovered by **you**, the **Insurer** will have no liability in respect of Legal Expenses incurred after such refusal unless **we** have given **our** written consent to the rejection of the offer

v) Following receipt of the relevant accounts, orders or award of a court or tribunal for Legal Expenses to be paid under this insurance, payment will be made direct to the **Nominated Representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or

tribunal

vi) If **you** withdraw from the **Legal Proceedings** without **our** agreement, cover will cease immediately and **we** shall be entitled to be reimbursed for any Legal Expenses previously agreed or paid to **you** or on **your** behalf in respect of such **Legal Proceedings**.

8 Recoveries

We can take **Legal Proceedings** in **your** name, at **our** own expense and for **our** own benefit, to recover any payment made under this insurance to anyone else. If **you** recover any Legal Expenses previously paid under this insurance from any other party, such Legal Expenses must be immediately repaid to **us**.

9 Assignment

This insurance is between and binding upon the **Insurer** and the **Certificate Holder** and their respective successors in title, but this insurance may not otherwise be assigned by the **Certificate Holder** without the **Insurer's** prior written consent.

10 Waiver

No failure to exercise or enforce any rights conferred on a Party by this insurance, will be deemed to be a waiver of such right, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

11 Third party rights

Unless expressly stated in this insurance, a person who is not party to this agreement has no rights to enforce any of its terms pursuant to the Contracts (Rights of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person which exists or is available otherwise than pursuant to that Act.

12 Cancellation Rights

The **Certificate Holder** has a right to cancel this Insurance without liability for the premium within 14 days of the date upon which the Certificate of Insurance is received. Written notice of cancellation (the Certificate) must be given to the insurance broker or agent (if this

insurance was obtained through a broker or agent) or the **Nominated Representative** (if one has been appointed) (at the address at which they conducted business with **you**) or to the **Insurer** in writing. If written notice of cancellation is not given within the 14 day period the **Certificate Holder** will be responsible for payment of the premium. If the **Certificate Holder** gives due notice of cancellation, cover under this insurance will cease from the date of delivery or posting of the notice of cancellation.

13 Data Protection

Any personal information provided by **you** may be held by the **Insurer** in relation to **your** insurance cover. It may be used by the **Insurer's** relevant staff in making a decision concerning **your** insurance and for the purpose of servicing **your** cover and administering claims. Information may be passed to motor engineers, loss adjusters, solicitors, reinsurers or other service providers for these purposes. **We** may obtain information about **you** from credit reference agencies, fraud prevention agencies and others to check **your** credit status and identity. The agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries. **We** will check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record this.

We and other organisations may use these records to:

1. Help make decisions on legal expense insurance proposals and insurance claims, for **you** and members of **your** household
2. Trace debtors, recover debt, prevent fraud, and manage **your** insurance policies
3. Check **your** identity to prevent money laundering, unless **you** furnish **us** with satisfactory proof of identity.

This may involve the transfer of **your** information to countries which do not have

Data Protection laws.

Under Data Protection legislation, **you** can ask **us** in writing for a copy of certain personal records held about **you**. A charge may be made for this service.

We and other companies in the Financial & Legal Group may use **your** details to:

1. Send **you** information about other products and services that may interest **you**
2. Carry out research.

We may contact **you** by letter, e-mail or phone. If **you** would prefer not to receive marketing information or take part in research, simply tell **us** when **you** call next.

We will not make **your** personal details available to any companies outside the Financial & Legal Group to use for their own marketing purposes.

14 Financial Services Compensation Scheme

The **Insurers** are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the **Insurer** is unable to meet its obligations under the Keystone Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

15 Governing law

This insurance is governed by English law.

Exclusions

This insurance does not cover any claim:

1 Reporting of claims

Reported to **us** more than 180 days after the Date of Occurrence.

2 Trade, business or profession

Arising from any trade, business, profession, employment or services delivered for reward.

3 Mechanically propelled vehicle

Relating to ownership or use of a mechanically

propelled vehicle.

4 Libel or slander

Relating to written or verbal remarks.

5 Deliberate, dishonest, violent or criminal acts

Relating to:

- i) A cause of action intentionally brought about by **you**
- ii) **Your** actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.

6 Dishonesty, false or fraudulent

If it is in any respect or part dishonest, exaggerated false or fraudulent in any way.

In the event that a claim is excluded under Exclusion 4 or 5 above, **we** shall have the right to refuse to pay a claim or to avoid this insurance in its entirety. Any indemnity already provided will be withdrawn retrospectively.

7 Legal Expenses not agreed

For Legal Expenses incurred:

- i) Before **we** have agreed to pay them on the **Insurers** behalf
- ii) Where **you**:
 - a) pursue or defend a case without **our** agreement or in a different manner to or against **our** advice or that of the **Nominated Representative**
 - b) fail to give proper instructions in due time to **us**, to the **Nominated Representative** or to counsel or other persons instructed by **us** or the **Nominated Representative**
- iii) Where the **Nominated Representative** refuses to act on **your** behalf for any reason other than as the result of a conflict of interest
- iv) In respect of witnesses, experts or agents interviewed, engaged or called as witness without **our** prior written approval
- v) Prior to issue of formal **Legal Proceedings** (unless by way of pre action protocol approved by **us**)
- vi) In respect of any appeal **Legal Proceedings**
- vii) Adverse costs awards made against **you**, pursuant to section 22, Employment Act

2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.

8 Delay and prejudicial acts

Where **you**, in the reasonable opinion of the **Insurer**, act in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Nominated Representative** or withdrawing from the case.

9 Other insurances

For Legal Expenses which can be recovered by **you** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

10 Fines and penalties

For fines, damages or other penalties which **you** are ordered to pay by a court or other authority.

11 Disagreement

Relating to a dispute with the **Insurer**.

12 War Risks

For Legal Expenses arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

13 Radioactive Contamination and Pressure Waves

Legal Expenses arising from any expense, loss of any income, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- ii) The radioactive, toxic, explosive or other

hazardous properties of any explosive nuclear assembly or nuclear component of such assembly

iii) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14 Judicial review

Relating to any judicial review whether within the **Territorial Limits** or not.

15 Bankruptcy

When the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Persons** affairs or property are in the care or control of a receiver or an administrator.

16 Intellectual property

Relating to disputes involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

17 Breakdown of marriage

Relating to any dispute that **you** may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship.

18 Injuries

Any claim for injuries arising from clinical, medical or dental negligence or criminal acts under Parts One and Two of the cover.

19 Leasehold Valuation Tribunal

Any dispute that is or could be determined by a Leasehold Valuation Tribunal.

Complaints Procedure

Our aim is to provide a first class standard of service at all times. If **you** think **we** have let **you** down, please contact **us** or **your** usual insurance adviser who will try to help **you**. Quoting **your** certificate number will assist **us** in dealing with the problem more quickly. If **you** are not satisfied with the outcome, please write to The Compliance Manager, Financial &

Legal Insurance Company Limited, No.1
Lakeside, Cheadle Royal Business Park, Cheadle,
Cheshire SK8 3GW.

If **you** are not satisfied with the response of Financial & Legal Insurance Company Limited **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service at:

Financial Ombudsman Service (FOS)
South Quay Plaza, 183 Marsh Wall, London
E14 9SR

The use of these facilities does not affect **your** right to take legal action.