

Commercial Professional Fees Policy

Master Certificate Number LES/1007/1496

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 and Notification Services detailed below:-

Sections 1-15

Legal Claims Notification & Advice Helpline Service – 01384 887585

Operates 24 hours a day, 365 days a year.

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

Sections 16-17

Legal Claims Notification & Advice Helpline Service - 0343 509 4900

Operates 24 hours a day, 365 days a year.

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

Tax Advice Helpline Service – 01455 852034

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

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

- 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 Prospects of Success in Your claim and that it is necessary 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 pay under the policy where:-
 - We consider it is unlikely a sensible settlement of Your claim will be obtained; or
 - there is insufficient prospects of obtaining recovery of any sums claimed; or
 - 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 Professional Fees 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 appropriate Claims Notification and Advice Helpline Service 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 advise Your insurance adviser 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 the appropriate Claims Notification and Advice Helpline Services.

Sections 1-15	
The Legal Claims Notification & Advice Helpline Service telephone number is 01384 887 585	Operates 24 hours a day 365 days a year.
The Tax Claims Notification Service Telephone number is 01384 377000. The Tax Advice Helpline Service telephone number is 01455 852034.	Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.
Sections 16-17	
The Legal Claims Notification & Advice Helpline Service telephone number is 0343 509 4900	Operates 24 hours a day 365 days a year.
If You wish to make a claim or You have a query relating to policy cover You should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF
Please note that the Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.	

In respect of a dispute involving an employment matter (action against an employee which could lead to dismissal, selection for redundancy, changing an employee's terms and conditions of employment, before accepting an employee's resignation or on becoming aware of any Event or circumstances that may be deemed to be constructive dismissal including where an employee is absent from work following them walking out without providing written notice), You must ring the Legal Advice Helpline Service prior to taking any action or immediately You become aware of a potential problem and follow the advice and guidance provided with due diligence. Failure to do so may result in Us declining Your claim.

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

The Agent appointed by the Coverholder to transact this insurance with You.

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

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 You or an Insured Person's interests.

Business

The Business detailed in the Schedule.

Claim Limit(s)

The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule.

Comprehensive Enquiry

A Comprehensive Enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

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 Professional Fees and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed within the Schedule or Insured Event.

In-Depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Insured Person (Applicable to Sections 1 to 14 inclusive)

The Policyholder and the directors, partners, managers and all other employees of Your business.

Insured Person (Applicable to Sections 15 to 17 inclusive)

A director of, partner in or employee of the Policyholder who was travelling in the Insured Vehicle.

Insured Vehicle

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

Insurer

This insurance is administered by Legal Insurance Management Ltd, arranged by Kindertons Holdings Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd, Kindertons Holdings Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

National Insurance Contributions (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person or company who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs including disbursements 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.

Professional Fees shall not include any shortfall in costs between those allowable by the Courts or stipulated by legislation and those incurred by the Authorised Professional or any legal fees, costs, disbursements, or expenses which only become payable as a consequence of You entering into a Damages Based or Conditional Fee Agreement.

Property

The Property or Properties' details of which are lodged with the Coverholder and which are occupied for commercial purposes.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

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.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

We, Us, Our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

COVER

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the period of cover.

INSURED EVENTS

Section 1 - Employment Disputes

What is Covered?

- Your defence in a dispute with an:
 - employee or ex-employee arising from or relating to a contract of employment with You;
 - employee, ex-employee or prospective employee alleging discrimination under current equality legislation.
- Pursuit of the Policyholder's legal rights against an employee or ex-employee to recover possession of property owned by or for which the Policyholder is responsible.

What is Excluded?

Excluding:-

- Your failure to consult or follow Our advice/instructions and those of the Legal Advice Helpline Service;
- any dispute where the Event arises within the first 90 days of the first Period of Insurance unless You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
- where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation;
- any dispute with an employee who was subject to:
 - formal or informal written or verbal warnings within 180 days immediately before the first Period of Insurance;
 - redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first Period of Insurance;
- any defence of an action for damages in respect of personal injury including stress or psychological related illnesses or loss of or damage to property;
- any claim arising from or relating to any transfer of Business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Section 2 - Employment Awards

What is Covered?

We will also pay, subject to the Claim Limits, the compensation or damages payable by You to an employee arising from the judgement of a Court or tribunal or from a settlement agreed by Us (but not from a judgement by default) in any dispute accepted by Us as covered by Insured Events - Employment Disputes.

What is Excluded?

Excluding any claim where:-

- any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation;
- the Policyholder has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto;
- the award is in respect of a redundancy or any money contractually due to an employee;
- the award is in respect of a breach by the Policyholder of a fixed term contract;
- the award is in respect of a breach by the Policyholder in relation to pregnancy, maternity or paternity rights;
- the award is in respect of discrimination;
- any compensation or damages or increase ordered by the Court or tribunal for failure to comply with a recommendation made, including non-compliance with a reinstatement or re-engagement order;
- the Policyholder has incurred a compensation award as a result of a finding of constructive dismissal and as a consequence unfair dismissal;
- an award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Section 3 - Employee Restrictive Covenant

What is Covered?

Any civil action against an employee or ex-employee where such person is in breach or is about to be in breach of a restrictive covenant in such person's contract of employment which restricts the employee or ex-employee from competing with You or enticing other employees to leave Your employment or approaching or enticing Your customers either during or after the termination of the contract of employment by either party.

Section 4 - Legal Defence – Insured Person

What is Covered?

- The defence of an Insured Person against prosecution in a Court of criminal jurisdiction in respect of any act or omission or alleged act or omission:

Police Station Representation

Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

Magistrates' Court Representation

Professional Fees incurred in representing an Insured Person at a Magistrates' Court.

Crown Court Representation

A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.

- The defence of a civil action being taken against You for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the Period of Insurance.
- The defence of a civil action being taken against an Insured Person but not the Policyholder:
 - under current equality legislation arising from that person's work as an employee;
 - as a trustee of a pension fund set up for the benefit of Your employees.
- An Insured Person being served with an improvement, prohibition, withdrawal, or recall notice, a suspension notice or an order of enforcement under the Health & Safety at Work Act 1974, the Food Safety Act 1990, the Consumer Protection Act 1987 and the General Product Safety Regulations 2005. Provided that where proceedings under the Health & Safety at Work Act 1974 are concerned, the Territorial Limits will be any place where the Act applies.
- The defence of the Policyholder against a prosecution brought under the Bribery Act 2010.
- The defence of an Insured Person's legal rights following a claim being brought against them for discrimination under current equality legislation whilst acting in their capacity as an employee of the Policyholder.

What is Excluded?

Excluding:-

- the defence of any offence of violence, or deliberate and wilful criminal acts or omissions.
- any matter where the Authorised Professional assesses that reasonable prospects of success do not exist.
- any offence relating to a motor bike / vehicle.
- Professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.
- assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.
- any Professional Fees where the Insured Person fails to:
 - apply for a Representation Order under the Crown Court Means Testing scheme.
 - submit any required information under the Crown Court Means Testing scheme.
 - comply with the terms of the Representation Order.
 - use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.
- the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.
- any prosecution brought under the Bribery Act where the Policyholder does not have adequate policies and systems in place to prevent bribery.

Section 5 - Data Protection

What is Covered?

Under the Data Protection Act 1998:-

- The defence of a civil action for compensation under Section 13 of the 1998 Act. We will also, subject to the Claim Limits, pay any compensation awarded against an Insured Person;
- An Insured Person being served with enforcement, de-registration or transfer prohibition notice;
- Your appeal against the refusal of the Information Commissioner to register Your application for registration.

Provided that for claims arising under Section 13 of the 1998 Act You have registered with the Information Commissioner.

Section 6 - Contract Dispute

What is Covered?

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.

Where your Business falls within Building & Allied Trades, cover is subject to:

- all contracts, being the subject of the dispute, must be in writing and signed by all parties concerned and
- where the contract is amended, such amendments must be signed by all parties concerned.

What is Excluded?

Excluding any claim relating to:-

- a lease, licence or tenancy of land or buildings;
- a contract of employment;
- arbitration arising out of an arbitration clause in any contract;
- a breach or alleged breach of a professional duty by an Insured Person;
- the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists;
- amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250;
- the first 10% of Professional Fees incurred.

Section 7 - Tax, VAT, PAYE and NIC Investigations

What is Covered?

The cover is limited to Professional Fees incurred by You in respect of a:-

1. Comprehensive Enquiry;
2. In-Depth Investigation arising out of Your tax affairs;
3. VAT Dispute;
4. PAYE Dispute;
5. NIC Dispute.

as a result of an enquiry from HM Revenue & Customs following the issue of a notice under Section 9A or Section 12C of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 as amended by the relevant section of the Finance Act 2007.

What is Excluded?

Excluding any claims for Indemnity in respect of or arising out of:-

1. Aspect Enquiries less than £100.
2. Professional Fees in any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes and any case dealt with by a Special Compliance Office, Boards Investigations Office or any other special office of HM Revenue & Customs.
3. claims which originate from any enquiry, investigation or dispute which existed before the Period of Insurance including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query.
4. disputes where sensible Prospects of Success do not exist.
5. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
6. costs of appeals which We have not approved.
7. any claim which occurs during the first 60 days of the first Period of Insurance.
8. fees and Disbursements payable to an accountant, firm of accountants or person not approved by Us.
9. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of Your affairs.
10. pre notification costs.
11. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.
12. normal reconciliation of the annual accounts and VAT returns.
13. any enquiry undertaken under the relevant section the Finance Act relating to VAT evasion.

Section 8 - Property Protection

What is Covered?

1. Any civil action relating to material property, owned by You or for which You are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to You.
2. Any civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to Your Business premises.

What is Excluded?

Excluding:-

1. a contract made between You and third party;
2. goods in transit or good lent or hired to third parties;
3. good at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You;
4. mining subsidence;
5. disputes relating to rent and service charges and any relevant Taxes;
6. an Insured Event arising in the first 90 days of the first Period of Insurance unless You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
7. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
8. disputes with local or government authorities

Section 9 - Licence Protection

What is Covered?

An appeal or representation to the relevant statutory or regulatory authority, Court, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of Your licence(s) issued under statute or statutory instrument or by the government or local authority to You where such licence is necessary to engage in Your Business or trade.

What is Excluded?

Excluding:-

1. an original application or application for renewal;
2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first Period of Insurance.

Section 10 - Personal Injury

What is Covered?

Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence.

What is Excluded?

Excluding any claim relating to:-

1. any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident;
2. the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement;
3. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products);
4. any claim arising from stress or a psychological related condition.

Section 11 - Jury Service and Attendance Expenses

What is Covered?

The actual loss of the salary or wages of an Insured Person for the time off work to attend:-

1. any Court or tribunal hearing as requested by the Authorised Professional;
2. any Court hearing as a defendant of an admitted claim under this insurance;
3. a Court for jury service excluding the first 5 days of such 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.

Provided that such salary or wages are not recoverable from the relevant Court or tribunal.

Section 12 - Debt Recovery

What is Covered?

Professional Fees incurred by You in the recovery of money and interest due to You from another business for the provision of goods and/or services, professional fees and services, or dishonoured cheques.

What is Excluded?

Excluding any claim in respect of:-

1. any matter where the debtor intimates that a defence exists or a defence is served;
2. damages for breach of contract;
3. hire purchases or credit sale agreements other than arrears;
4. the return of goods hired or leased;
5. debts reported to Us more than sixty days after the money has become due and payable;
6. debts less than £250;
7. the first 10% of Professional Fees incurred;
8. a debt that existed prior to the commencement of this insurance.

Section 13 – Insolvency Fees

What is Covered?

Payment of the Authorised Professional's fees acting as an approved insolvency office holder who has been appointed following the insolvency of the Insured Person's where there are insufficient assets of the Insured Person to meet such costs.

The Claim Limits in respect of the following is:-

Limited Company Insolvency: A maximum any one claim of £10,000 subject to an Excess of £1,500.

Personal Insolvency: 50% of Nominees' Fees in a Voluntary Arrangement

What is Excluded?

Excluding any claim in respect of:-

1. a Compulsory Liquidation
2. a bankruptcy
3. fees of the insolvency practitioner where the Insured Person has acted illegally.
4. fees of an insolvency practitioner not approved by Us
5. an insolvency of an Insured Person outside the Territorial Limits.

Section 14 – Wrongful Arrest

What is Covered?

The defence of a civil action against an Insured Person in respect of allegations of wrongful arrest or malicious prosecution.

What is Excluded?

Excluding any claim arising out of or in connection with allegations made by or against or on behalf of an employee or ex-employee or any other person working or contracting for the Insured Person whether or not an employee.

Section 15 – Motor Consumer Dispute

What is Covered?

The pursuit or defence of any claim:-

1. arising out of the sale, purchase, hire purchase or lease of the Insured Vehicle.
2. relating to the testing, servicing or repair of the Insured Vehicle where the amount is in dispute.
3. relating to the testing, servicing or repair of the Insured Vehicle.

What is Excluded?

Excluding any claim arising out of or in connection with any criminal prosecution relating to the ownership or use of the Insured Vehicle.

Section 16 - Motor Personal Injury

What is Covered?

Pursuing a civil claim following a road accident involving a motor vehicle and resulting in the death of or bodily injury to an Insured Person.

What is Excluded?

Excluding:-

1. any injury or illness not caused by a sudden or specific accident.
2. any claim arising from a stress or psychological related condition.
3. any claim arising out of or in connection with any criminal prosecution relating to the ownership or use of the motor vehicle.
4. claims arising out of the use of a motor vehicle for racing, rallies, trials or competitions of any kind.

Section 17 – Motor Uninsured Loss Recovery

What is Covered?

A road accident involving the Insured Vehicle and resulting in uninsured losses being incurred by an Insured Person.

What is Excluded?

Excluding:-

1. any claim arising out of or in connection with any criminal prosecution relating to the ownership or use of the Insured Vehicle.
2. the costs of a hire car that We have not, in advance, agreed to pay for in writing.
3. travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an Insured Person's claim.
4. claims arising out of the use of a motor vehicle for racing, rallies, trials or competitions of any kind.

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. 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.
 - i. 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.

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 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 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. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
7. Any dispute relating to written or verbal remarks which damage Your reputation.
8. 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.
9. 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.
10. A dispute which relates to any compensation or amount payable under a contract of insurance.
11. A dispute with Us not dealt with under the Arbitration Condition.
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.
14. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
15. Any claim directly or indirectly arising from an allegation of miss-selling or mismanagement of financial services or products.
16. 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 where this applies.
17. Damages, fines or other penalties You are ordered to pay by a Court, tribunals or arbitrator other than as insured under Insured Events – Employment Awards.
18. Claims which do not arise in connection with or from the conduct of the Business.
19. Any Professional Fees relating to Your alleged dishonesty, criminal act or violent behaviour or where there is an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
20. Any claim where Your motor insurers are entitled to repudiate Your motor policy or refuse indemnity.
21. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
22. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
23. Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
24. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

POLICY CONDITIONS

Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

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 give such consent if You can satisfy Us that there are reasonable Prospects of Success in pursuing or defending Your claim and that it is necessary 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 continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with 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. It 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 sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed. Alternatively 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 shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

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 Insurers agent and in the matters of a claim act on behalf of the Insurer.

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 or agent or other person without Our agreement.

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.

Recovery of Costs

You should take all 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.

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.

Fraud

You must not act in a fraudulent way. If you or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage you caused deliberately or with your knowledge.

If your claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to you and we may cancel your policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you and inform the appropriate authorities.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by Us

Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Adjustment of Provisional Premium

If the premium has been calculated on estimates You shall supply to Us within one month of the expiry of each Period of Insurance an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to You subject to Us retaining any minimum premium specified in the policy. Should You fail to supply such a statement in the timescales required We shall be entitled to charge an additional premium in respect of that Period of Insurance.

Acts of Parliament

Any reference to Act 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 Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Insurance Act

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

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

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

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

Failure to do this could affect the validity of your policy and mean that it may not operate fully in the event of a claim. If you have any queries relating to what information should be disclosed as fair presentation of the risk, please contact your insurance broker.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

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.

Claims Notification & Advice Helpline Services

The Legal Helpline Service provides advice on any legal problem affecting the Policyholder. All potential claims must be reported initially to the Claims Helpline for advice and support.

Sections 1-15

Legal Claims Notification & Advice Helpline Number: - 01384 887 585

Tax Helpline Service: - 01455 852034

Tax Claims Notification Service: - 01384 377000

Sections 16-17

Legal Claims Notification & Advice Helpline Number: - 0343 509 4900

IMPORTANT

You must consult the Legal Advice Helpline Service immediately You are aware of an employment dispute or potential dispute or when any action that You take could lead to a dispute. If You are in any doubt contact should be made with the Helpline for advice and guidance prior to taking any action. Failure to comply with this requirement may lead Us to decline a claim under this policy.

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. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands 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

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

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 €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123

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

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

Great Lakes Insurance SE, is 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 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.