



Commercial Professional Fees Policy

Master Certificate Number: LES/1007/2126

Introduction

Thank you for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline (Sections 1 - 6 & 8 - 15)

01384 887585

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Legal Insurance Management Ltd.

Tax Advice Helpline (Section 7)

01384 885744

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

Motor Claims Helpline (Sections 16 - 17)

0343 509 4900

This helpline operates 24/7, 365 days a year and can provide advice on legal motor matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy.

Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.



Visit commercial-claims.legalim.co.uk to submit **your** claim online.



Post **your** claim form to **us** at:

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



Call **us** on:

01384 377000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

Meaning of Words

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

Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of a 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, mediator, accountant or other appropriately qualified person appointed and approved by us under the terms and conditions of this policy to represent your interests.
Business	The company detailed in the schedule .
Civil Legal Action	When formal legal proceedings are taken against an opponent in a Court of Law.
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 in the schedule .
Costs	Your authorised professional's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs . This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay unless appropriately covered under Employment Awards.
Court	A court , tribunal or other competent authority.
Criminal Legal Action	When a criminal investigation against you commences.
Event	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.
Excess	The first amount of each and every claim as detailed in 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	Sections 1 – 14 - The policyholder and the directors, partners, managers and all other employees of your business . Sections 15 – 17 – 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 and underwritten by Royal & Sun Alliance Insurance plc.
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 dates as shown on your schedule .
Policyholder, You, Your	The person or company who has paid the premium and is named in the schedule as the policyholder .
Prospects of Success	At least a 51% chance of the insured person achieving a favourable outcome.
Property	The property or properties listed on the schedule , which are occupied for commercial purposes only.
Schedule	The document which details your personal information for the purposes of this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of costs that would normally be incurred by us in using an authorised professional of our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man. In respect of proceedings under the Health and Safety at Work Act 1974, the territorial limits shall extend to any place where the Act applies.
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – the date upon which the event first occurred. Criminal Cases – the time at which you are charged with an offence.
Value Added Tax (VAT) Dispute	A challenge in writing by HM Revenue & Customs on the accuracy or completeness of returns submitted.
We, Us, Our	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the **period of insurance**.

Insured Events

Section 1 - Employment Disputes

What is Covered?	What is Excluded?
<ol style="list-style-type: none">Costs to defend you in a dispute with an:<ol style="list-style-type: none">Employee or ex-employee in respect of a contract of employment.Employee, ex-employee or prospective employee alleging discrimination under current equality legislation.Costs to pursue your legal rights against an employee or ex-employee to recover possession of property owned by or for which you are responsible.	<ol style="list-style-type: none">Claims arising from your failure to consult or follow our advice/instructions and those of the Legal Advice Helpline Service.Any dispute that arises less than 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in 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 or ex-employee who was subject to formal or informal written or verbal warnings, redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover.Any disputes relating to 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?	What is Excluded?
<p>Costs for compensation or damages payable by you to an employee or ex-employee, arising from the judgement of a court or from a settlement agreed by us (but not from a judgement by default) in any dispute accepted by us and covered under Employment Disputes.</p> <p>The maximum amount payable is subject to the claim limit.</p>	<ol style="list-style-type: none">Any claim where you have incurred a compensation award by non-payment of money due under the relevant contract of employment or related statutory provision.Any award in respect of a redundancy or any money contractually due to an employee.Any award following your breach of pregnancy, maternity or paternity rights.Any award following your breach of a fixed term contract.Any compensation, damages or increase ordered by the court for failure to comply with a recommendation made.

Section 3 - Employee Restrictive Covenant

What is Covered?	What is Excluded?
<p>Costs for civil legal action against an employee or ex-employee where they are in breach, or about to be in breach, of a restrictive covenant forming part of their employment contract, restricting them from competing with you, enticing other employees to leave your employment or approaching/enticing your customers.</p>	

Section 4 - Legal Defence

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1. Costs to defend criminal legal action being taken against an insured person. Where a legal aid (or equivalent) scheme is available it must be utilised. Where such assistance is granted, costs will be limited to a sum equal to any pre-verdict contribution payable by you. 2. Costs to defend civil legal action taken against you for wrongful arrest in connection with an accusation of theft. 3. Costs to defend civil legal action taken against an insured person, excluding the policyholder: <ol style="list-style-type: none"> a. Under current equality legislation arising from their work as an employee. b. As a trustee of a pension fund set up for the benefit of your employees. 4. An insured person being served with an improvement, prohibition, withdrawal or recall notice, a suspension notice or an order of enforcement under the: <ol style="list-style-type: none"> a. Health & Safety at Work Act 1974. b. Food Safety Act 1990. c. Consumer Protection Act 1987. d. General Product Safety Regulations 2005. 5. Costs to defend you against prosecution brought under the Bribery Act 2010. 	<ol style="list-style-type: none"> 1. Any offence relating to a motor vehicle. 2. Costs required to be paid by the insured person in excess of any assessed contribution. 3. Any legal aid (or equivalent) contribution or costs payable post-verdict. 4. Any costs where the insured person fails to co-operate with the appropriate legal aid (or equivalent) scheme, including using a representative that cannot act under any such scheme. 5. Costs to defend any action, enforcement or recovery of sums payable against the insured person under the rules of any legal aid (or equivalent) scheme. 6. Any prosecution brought under the Bribery Act 2010 where you do not have adequate policies and systems in place to prevent bribery.

Section 5 - Data Protection

What is Covered?	What is Excluded?
<p>Costs to defend an insured person's legal rights in respect of any civil legal action taken against them for compensation under current data protection legislation when handling personal data in their capacity as a data controller/processor.</p>	<ol style="list-style-type: none"> 1. Any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data. 2. Any claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (authorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism. 3. Costs or fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

Section 6 - Contract Dispute

What is Covered?	What is Excluded?
<p>Costs arising from a dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods or services.</p>	<ol style="list-style-type: none"> 1. Claims relating to a lease, licence or tenancy agreement or land or buildings. 2. Arbitration arising out of a clause in any contract. 3. A breach or alleged breach of a professional duty by an insured person. 4. The recovery of money and interest due from another party unless the other party intimates that a defence exists. 5. Claims where the amount in dispute is less than £250. 6. The first 10% of costs incurred. 7. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.

Section 7 - Tax Investigations

What is Covered?	What is Excluded?
<p>Costs arising from:</p> <ol style="list-style-type: none"> 1. An Aspect Enquiry; 2. An In-depth Investigation arising out of your tax affairs; 3. A VAT Dispute; 4. A PAYE Dispute; and/or 5. A NIC Dispute; <p>as a result of an enquiry from HM Revenue & Customs following the issue of a notice under Section 9A or 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.</p>	<ol style="list-style-type: none"> 1. Aspect Enquiries less than £100. 2. Costs in any claim involving dishonesty, criminal proceedings or alleged fraudulent evasion of tax or misstatement with the intent to deceive. 3. Costs relating to tax avoidance schemes. 4. Claims which originate from any enquiry, investigation or dispute which existed before the period of insurance. 5. Disputes or enquiries where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query. 6. The cost of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return. 7. Any claim arising within the first 60 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover. 8. Technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of your affairs.

Section 8 - Property Protection

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> 1. Costs for civil legal action following damage to your property, or pecuniary loss to you, arising from: <ol style="list-style-type: none"> a. A negligent act or omission. b. Nuisance. c. Trespass. d. Criminal damage. 2. Costs for civil legal action between you and your landlord under the terms of a lease or tenancy agreement applying to your property. 	<ol style="list-style-type: none"> 1. Any claim relating to subsidence, mining or quarrying. 2. Disputes relating to rent, services charges and/or any relevant taxes. 3. Any claim arising within the first 90 days after the insurance first started unless you had equivalent cover immediately prior to the inception of this policy without a break in cover. 4. Disputes with local or government authorities or any third parties acting on their behalf.

Section 9 - Licence Protection

What is Covered?	What is Excluded?
<p>Costs for an appeal or representation to the relevant statutory or regulatory authority, court or other mandatory body following an act or omission which leads to the suspension, revocation, alteration of the terms of or refusing to renew any of your licence(s) issued under statute, statutory instrument or by the government or local authority to you, where such licence is necessary to engage in your business or trade.</p>	<ol style="list-style-type: none"> 1. Any licence in respect of which an appeal or representation was made in the 12 months immediately prior to the first period of insurance.

Section 10 - Personal Injury

What is Covered?	What is Excluded?
<p>Costs to pursue civil legal action against a person or organisation where their negligence has led to an insured person's death or bodily injury.</p>	<ol style="list-style-type: none"> 1. Claims arising from medical, surgical, clinical negligence or cosmetic procedures. 2. Claims relating to pharmaceutical or tobacco products. 3. Claims for stress, psychological or emotional injury. 4. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event. 5. Any claims falling within the Small Claims Track limit.

Section 11 - Jury Service and Attendance Expenses

What is Covered?	What is Excluded?
<p>Costs for the actual loss of the salary or wages of an insured person for the time off work to attend:</p> <ol style="list-style-type: none"> Any court hearing as requested by the authorised professional. Any court hearing as a defendant of an admitted claim under this insurance. A court for jury service. <p>Subject to a maximum claim limit of £2,500.</p>	<ol style="list-style-type: none"> Any salary or wages that are recoverable from the relevant court or the insured person's employer. Claims where the insured person is unable to evidence their loss.

Section 12 - Debt Recovery

What is Covered?	What is Excluded?
<p>Costs incurred by you in the recovery of money and interest due to you from another business for the provision of:</p> <ol style="list-style-type: none"> Goods. Services. Professional fees. Dishonoured cheques. 	<ol style="list-style-type: none"> Claims where the debtor intimates that a defence exists or a defence is served. Damages for breach of contract. Hire purchases or credit sale agreements other than arrears. The return of hired or leased goods. Debts reported to us more than 60 days after the money has become due and payable. Debts less than £250 including interest. The first 10% of costs incurred. A debt that existed prior to the first period of insurance.

Section 13 - Insolvency Fees

What is Covered?	What is Excluded?
<p>Costs for the authorised professional's fees to act as an approved insolvency office holder who has been appointed following the insolvency of the insured persons where there are insufficient assets of the insured person to meet such costs.</p> <p>Subject to a maximum claim limit of £10,000.</p>	<ol style="list-style-type: none"> The first £1,500 of costs in claims for Limited Company Insolvency. 50% of Nominees' Fees in a Voluntary Arrangement in claims for Personal Insolvency. Any claims relating to Compulsory Liquidation or bankruptcy. Fees of the insolvency practitioner where the insured person has acted illegally.

Section 14 - Wrongful Arrest

What is Covered?	What is Excluded?
<p>Costs to defend civil legal action against an insured person in respect of allegations of wrongful arrest or malicious prosecution.</p>	<ol style="list-style-type: none"> Any claim arising out of or in connection with allegations made by, against or on behalf of an employee, ex-employee or any other person working or contracting for you.

Section 15 - Motor Consumer Dispute

What is Covered?	What is Excluded?
<p>Costs to pursue or defend any claim:</p> <ol style="list-style-type: none"> Arising out of the sale, purchase, hire purchase or lease of the insured vehicle. Relating to the testing, servicing or repair of the insured vehicle where the amount is in dispute. Relating to the testing, servicing or repair of the insured vehicle. 	<ol style="list-style-type: none"> 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?

Costs to pursue **civil legal action** against a third party following a road traffic collision where their negligence has led to an **insured persons** death or bodily injury.

What is Excluded?

1. Any injury or illness not caused by a sudden or specific **event**.
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. Any claim arising out of the use of a motor vehicle for racing, rallies, trial or competitions of any kind.
5. Any claims falling within the Small Claims Track limit.

Section 17 - Motor Uninsured Loss Recovery

What is Covered?

Costs to recover uninsured losses incurred by **you** following a road traffic collision resulting in damage to the **insured vehicle** or personal property within it.

What is Excluded?

1. Any claim arising out of or in connection with any criminal prosecution relating to the ownership or use of the **insured vehicle**.
2. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of **your** claim.
3. Claims arising out of the use of a motor vehicle for racing, rallies, trial or competitions of any kind.

General Exclusions

1. **Costs** incurred:
 - a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
 - b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - 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** opinion prejudices **your** case.
 - g. If **you** withdraw instructions from **or**, 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 excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.
 2. Any claim if **we** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **costs** incurred.
 3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.
 4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.
 5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
 6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.
 7. Legal action outside the United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
 8. Any disputes involving a contract of insurance.
 9. Any disputes with **us** not dealt with under the arbitration condition.
 10. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
 11. An application for judicial review or any **costs** incurred in new areas of law or test cases.
 12. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
 13. Any matter in respect of which **you** are entitled to legal aid (or equivalent), **our** liability shall be limited to the sum equal to any assessed contribution payable by **you**.
 14. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.
 15. Any claim arising from or relating to a class action.
 16. Any direct or indirect liability, loss or damage caused:
 - a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b. by computer viruses.This does not apply to legal proceedings connected with claiming compensation following **your** death or bodily injury.
 17. Any claim or expense of any kind caused directly or indirectly by:
 - a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
 18. Any loss or damage caused by any sort of war, invasion or revolution.
 19. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
 20. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.
 21. Any dispute relating to written or verbal remarks which damage **your** reputation.
 22. Any claim which does not arise in connection with or from the conduct of the **business**.
 23. Any claims relating to printing errors or omissions.
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Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured Events section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

We may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. 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** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain 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.
3. **You** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** of either of **you** to any **court**, witness, expert, agent or any other person without **our** agreement.

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**.

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.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

Arbitration

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

Royal & Sun Alliance Insurance plc Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at dataprotection@legalim.co.uk. Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.

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.

Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

We may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

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

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **your** 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 contact Legal Insurance Management Ltd.



Write to us at:

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



Email us at:

claims@legalim.co.uk



Call us on:

01384 377 000

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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.