

## COMMERCIAL PROFESSIONAL FEES POLICY

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:-

### Legal Claims Notification & Advice Helpline Service - 0345 604 4893

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 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.

### 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.

- 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 reasonable for Professional Fees to be paid We will:-
  - take over the claim on Your behalf;
  - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:-
  1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
  2. there are insufficient prospects of obtaining recovery of any sums claimed; or
  3. 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 Helpline or Notification 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 Claims Helpline Service.

<p>The Legal Claims Notification &amp; Advice Helpline Service telephone number is 0345 604 4893.</p>	<p>Operates 24 hours a day 365 days a year.</p>
<p>The Tax Helpline Service telephone number is 01455 852034.</p> <p>The Tax Claims Notification Service Telephone number is 01384 377000.</p>	<p>Operates 09:00 - 17:00 Monday to Friday excluding Bank Holidays</p>
<p>Please note that the Claims Notification &amp; Legal Helpline service is not empowered to give advice on the admissibility of any claim under this policy.</p>	
<p>If You wish to make a claim or You have a query relating to policy cover You should contact:</p>	<p>Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF</p>

In respect of a dispute involving an employment matter (action against an employee which could lead to dismissal, selection for redundancy, changing an employees terms and conditions of employment, before accepting an employee's resignation or on becoming aware of any event or circumstance 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 Your or an Insured Person's interests.

### Business

The business detailed in 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 indemnity against Us.

**Excess**

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

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

**Insurer**

This insurance is administered by Legal Insurance Management Limited, arranged by Commercial Express Quotes Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

**Legal Proceedings**

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

**Limit of Indemnity**

The sums specified in the Schedule being the maximum We will pay including Insured Events related by time or cause.

**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 including disbursements reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

**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 on behalf of Great Lakes Reinsurance (UK) SE.

## COVER

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

Upon payment of the policy Excess if applicable, We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits in connection with the Business where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

### INSURED EVENTS

(Section 1) Employment Disputes - Limit of Indemnity £50,000	
What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1. Your defence in a dispute with an:-               <ol style="list-style-type: none"> <li>i. employee or ex-employee arising from or relating to a contract of employment with You.</li> <li>ii. employee, ex-employee or prospective employee alleging discrimination under current equality legislation.</li> </ol> </li> <li>2. 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.</li> </ol>	<p>Excluding:-</p> <ol style="list-style-type: none"> <li>1. Your failure to consult or follow Our advice/instructions and those of the Legal Advice Helpline Service.</li> <li>2. any dispute where the Event arises within the first 90 days of the first Period of Insurance.</li> <li>3. 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.</li> <li>4. any dispute with an employee who was subject to:-               <ol style="list-style-type: none"> <li>a) formal or informal written or verbal warnings within 180 days immediately before the first Period of Insurance.</li> <li>b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first Period of Insurance.</li> </ol> </li> <li>5. 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.</li> <li>6. 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.</li> </ol>

(Section 2) Employment Awards - Limit of Indemnity £50,000	
What is Covered?	What is Excluded?
<p>We will also pay, subject to the Limit of Indemnity, 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.</p>	<p>Excluding any claim for indemnity where:-</p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. the Policyholder has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto.</li> <li>3. the award is in respect of a redundancy or any money contractually due to an employee.</li> <li>4. the award is in respect of a breach by the Policyholder of a fixed term contract.</li> <li>5. the award is in respect of a breach by the Policyholder in relation to pregnancy, maternity or paternity rights.</li> <li>6. the award is in respect of discrimination.</li> <li>7. 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.</li> <li>8. the Policyholder has incurred a compensation award as a result of a finding of constructive dismissal and as a consequence unfair dismissal.</li> <li>9. an award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006.</li> </ol>

(Section 3)

Employee Restrictive Covenant - Limit of Indemnity £50,000

What is Covered?	What is Excluded?
<p>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.</p>	

(Section 4)

Legal Defence - Insured Person - Limit of Indemnity £50,000

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1. 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: <ul style="list-style-type: none"> <li>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.</li> <li>Magistrates' Court Representation Professional Fees incurred in representing an Insured Person at a Magistrates' Court.</li> <li>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.</li> </ul> </li> <li>2. 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.</li> <li>3. The defence of a civil action being taken against an Insured Person but not the Policyholder:- <ol style="list-style-type: none"> <li>i) under current equality legislation arising from that person's work as an employee.</li> <li>ii) as a trustee of a pension fund set up for the benefit of Your employees.</li> </ol> </li> <li>4. An Insured Person being served with an improvement, prohibition, withdrawal, or recall notice, a suspension notice or an order of enforcement under the Health &amp; 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 &amp; Safety at Work Act 1974 are concerned, the Territorial Limits will be any place where the Act applies.</li> <li>5. The defence of the Policyholder against a prosecution brought under the Bribery Act 2010.</li> <li>6. 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.</li> </ol>	<p>Excluding: -</p> <ol style="list-style-type: none"> <li>1. the defence of any offence of violence, or deliberate and wilful criminal acts or omissions.</li> <li>2. any matter where the Authorised Professional assesses that reasonable prospects of success do not exist.</li> <li>3. any offence relating to a motor bike / vehicle.</li> <li>4. 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.</li> <li>5. 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.</li> <li>6. any Professional Fees where the Insured Person fails to: <ol style="list-style-type: none"> <li>a) apply for a Representation Order under the Crown Court Means Testing scheme.</li> <li>b) submit any required information under the Crown Court Means Testing scheme.</li> <li>c) comply with the terms of the Representation Order.</li> <li>d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.</li> </ol> </li> <li>7. 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.</li> <li>8. any prosecution brought under the Bribery Act where the Policyholder does not have adequate policies and systems in place to prevent bribery.</li> </ol>

(Section 5)

**Tax, VAT, PAYE and NIC Investigations - Limit of Indemnity £50,000**

What is Covered?	What is Excluded?
<p>The cover is limited to Professional Fees incurred by You in respect of a:-</p> <ol style="list-style-type: none"> <li>1. Comprehensive Enquiry.</li> <li>2. In-Depth Investigation arising out of Your tax affairs.</li> <li>3. VAT Dispute.</li> <li>4. PAYE Dispute.</li> <li>5. NIC Dispute.</li> </ol> <p>As a result of an enquiry from HM Revenue &amp; Customs following the issue of a notice under Section 9A or Section 12AC 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>	<p>Excluding any claims for Indemnity in respect of or arising out of:-</p> <ol style="list-style-type: none"> <li>1. Aspect Enquiries less than £100.</li> <li>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 &amp; Customs.</li> <li>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.</li> <li>4. disputes where sensible Prospects of Success do not exist.</li> <li>5. the costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.</li> <li>6. costs of appeals which We have not approved.</li> <li>7. any claim which occurs during the first 60 days of the first Period of Insurance.</li> <li>8. fees and Disbursements payable to an accountant, firm of accountants or person not approved by Us.</li> <li>9. technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of Your affairs.</li> <li>10. pre notification costs.</li> <li>11. any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged.</li> <li>12. normal reconciliation of the annual accounts and VAT returns.</li> <li>13. any enquiry undertaken under the relevant section the Finance Act relating to VAT evasion.</li> </ol>

(Section 6)

**Property Protection - Limit of Indemnity £50,000**

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>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.</li> <li>2. Any civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to Your business premises.</li> </ol>	<p>Excluding:-</p> <ol style="list-style-type: none"> <li>1. a contract made between You and a third party.</li> <li>2. goods in transit or goods lent or hired to third parties.</li> <li>3. goods 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.</li> <li>4. mining subsidence.</li> <li>5. disputes relating to rent and service charges and any relevant taxes.</li> <li>6. an Insured Event arising in the first 90 days of the first Period of Insurance.</li> <li>7. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.</li> <li>8. disputes with local or government authorities.</li> </ol>

(Section 7)

**Licence Protection - Limit of Indemnity £50,000**

What is Covered?	What is Excluded?
<p>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.</p>	<p>Excluding any claim relating to:-</p> <ol style="list-style-type: none"> <li>1. an original application or application for renewal.</li> <li>2. any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first Period of Insurance.</li> </ol>

(Section 8)

**Personal Injury - Limit of Indemnity £50,000**

What is Covered?	What is Excluded?
Pursuing a civil claim for damages in respect of death of or bodily injury to an Insured Person caused by negligence.	Excluding any claim relating to:- <ol style="list-style-type: none"> <li>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.</li> <li>2. the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement.</li> <li>3. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).</li> <li>4. any claim arising from stress or a psychological related condition.</li> </ol>

**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 opinion prejudices Your case.
  - g) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional or withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.
  - 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 Representatives.
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 the appeal expires and We consider the appeal to have a reasonable chance of success.
5. Any Professional Fees and expenses that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
6. Damages, fines or other penalties You are ordered to pay by a court tribunal or arbitrator other than as insured under Insured Events - Employment Awards.
7. Claims arising from an Event as a result of Your deliberate act, omission or misrepresentation.
8. Any dispute relating to written or verbal remarks which damage Your reputation.
9. Any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions.
10. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
11. Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
12. A dispute which relates to any compensation or amount payable under a contract of insurance.
13. A dispute with Us not dealt with under the Arbitration Condition.
14. Any dispute relating to patents, copyrights, trade or service marks, registered designs passing off intellectual property trade secrets or confidential information.
15. An application for judicial review.
16. Claims which do not arise in connection with or from the conduct of the Business.
17. Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
18. 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.
19. Any claim directly or indirectly arising from an allegation of miss-selling or mismanagement of financial services or products.
20. Electronic Data
 

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 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.

21. Radiation

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.

22. Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- I. involves violence against one or more persons; or
- II. involves damage to property; or
- III. endangers life other than that of the person committing the action; or
- IV. creates a risk to health or safety of the public or a section of the public; or
- V. is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.

23. War

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.

## 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 sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense, to obtain the opinion of an expert or counsel on the merits 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 reasonable settlement will be obtained; or
2. where there is insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively 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.

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

UK General Insurance Ltd is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

### 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,



#### 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 reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges 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

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

#### Reasonable Care

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

#### Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within 14 days of issue and We will refund Your premium provided you have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

#### 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 any 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 Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

#### Data Protection Act 1998

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

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands, DY5 1XF.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

#### Contracts (Rights of Third Parties) Act 1999

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

#### Notices

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

#### Helpline Service

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

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

Legal Claims Notification & Advice Helpline Service: - 0345 604 4893

Tax Helpline Service: - 01455 852034

Tax Claims Notification Service: - 01384 377000

#### IMPORTANT

You must consult the Legal Advice Helpline Service immediately if 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 2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:-

Insurance Division  
Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Tel: 0845 080 1800  
[www.financial-ombudsman.org.uk](http://www.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 Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).