



**LARSEN
HOWIE**

**CONTRACTOR LEGAL PROTECTION
POLICY WORDING**

LH-DOC97-5

www.larsenhowie.co.uk

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Important Notice

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 Notification and Helpline Services detailed below:

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.

- 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 reasonable prospects of being successful 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 Helpline Service.

Legal Claims Notification & Advice Helpline Service telephone number: 01384 887585 24 hours a day, 365 days a year.

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.

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

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.

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.

Claim Limits

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.

Court

A Court, tribunal or other competent authority.

Credit Reference Agency

Equifax, Experian, and Call Credit.

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 on the Schedule or Insured Event.

Home

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Indirect Losses

Losses or damage which is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.

Insured Person

Section 1:

- A) The Policyholder named in the Schedule.
- B) The husband or wife of the Policyholder or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- C) The Policyholder's children and parents, normally resident in the Home.

Section 2:

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 Larsen Howie 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 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 or by calling them on 0800 111 6768.

Legal Proceedings

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

Payment Card

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

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person 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.

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.

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 pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

Insured Events

Section 1a - Consumer Disputes (Personal)

What is Covered?

Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-

1. obtaining services;
2. the purchase, hire, hire-purchase or sale of any personal goods.

Claims within Small Claims Court Limits

The payment of appropriate experts and Court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.

Claims above Small Claims Court Limits

The payment of Professional Fees incurred by the Appointed Professional appointed by Us.

What is Excluded?

Excluding:-

1. any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy;
2. any contract where the dispute arises within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported;
4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home;
5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract;
6. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;
7. any dispute with local or government authorities.

Section 1b - Home Rights (Personal)

What is Covered?

The pursuit of civil claims:-

1. loss or damage to:-
 - a) goods in the Home owned by or for which an Insured Person is responsible; or
 - b) the Home;
2. an alleged infringement of rights appertaining to the Home.

What is Excluded?

Excluding:-

1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;
2. disputes with local or government authorities;
3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement;
4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works;
6. a dispute arising within the first 90 days of the first Period of Insurance unless You can provide evidence that You had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
7. claims relating to material damage covered by another relevant insurance policy;
8. mining subsidence.

Section 1c - Criminal Prosecution Defence (Personal)

What is Covered?

Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result or any act or omission or alleged act or omission, including:-

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.

What is Excluded?

Excluding:-

1. the defence of any offence of deliberate and wilful criminal acts or Omissions;
2. any matter where the Authorised Professional assesses that reasonable Prospects of Success do not exist;
3. any offence relating to a motor bike / vehicle;
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;
5. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Claim Limit;
6. any Professional Fees where the Insured Person fails to:
 - a) apply for a Representation Order under the Crown Court Means Testing scheme;
 - b) submit any required information under the Crown Court Means Testing scheme;
 - c) comply with the terms of the Representation Order;
 - d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing Scheme;
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

Section 2a - Contract Dispute (Commercial)

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.

What is Excluded?

Excluding any claim relating to:-

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

Section 2b - Property Protection (Commercial)

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 a third party;
2. goods in transit or goods lent or hired to third parties;
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;
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 2c - Licence Protection (Commercial)

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 2d - Personal Injury (Commercial)

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 2e - Debt Recovery (Commercial)

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 purchase 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 became 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

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 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, 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. claims under Section 2 which do not arise in connection with or from the conduct of the Business
3. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
4. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
5. 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 Prospects of Success;
6. 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;
7. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
8. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
9. any dispute relating to written or verbal remarks which damage Your reputation;
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 Territorial Limits 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. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
17. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
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 Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured Event – Criminal Prosecution Defence;
20. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
21. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
22. any claim arising from a stress or psychological related condition;
23. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor;
24. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
25. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
26. Legal Proceedings between an Insured Person and a central or local government authority:-
 - a) unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
27. damages, fines or other penalties You are ordered to pay by a Court, tribunals or arbitrator other than as insured under Insured Events.
28. 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.

29. 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.

30. 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.

31. 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

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b) to make sure that all information supplied as part of your application for cover is true and correct;
- c) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

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 not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

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.

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.

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.

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

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.

Privacy Policy**UK General Ltd Privacy Notice**

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy.

For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health.

We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

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.

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.

Cooling Off Period

If you decide that for any reason a policy does not meet your needs then please inform us within the fourteen (14) day cooling off period which commences on the day of purchase or renewal. On the condition that no claims have been made or are pending we will refund your premium in full. Notice of cancellation is deemed to be served as soon as it is posted or sent to us, in the case of email on the day it is sent, or the date of the telephone or live chat conversation.

Cancellation Right

If you wish to cancel a policy after the fourteen (14) day cooling off period, you can do so at any time by giving us notice to cancel. You will receive a pro-rata refund of premium providing no claims have been made or are pending, minus the deduction of a cancellation fee. Notice of cancellation is deemed to be served as soon as it is posted or sent to us, in the case of email on the day it is sent, or the date of the telephone or live chat conversation.

A cancellation fee will be applied for cancellation outside of the fourteen (14) day cooling off period. We will refund you a pro rata amount for each full month of the policy that remains, minus the deduction of the cancellation fee. We will confirm in writing the breakdown of the pro rata refund you are to receive, how you will receive this, and the timescale for this.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the 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.

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.

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 and Advice Helpline Service

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

Legal Claims Notification & Advice Helpline Service Number: 01384 887585

We will not accept responsibility if the Claims Notification and Advice 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.

Insurance Act 2015

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.

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
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel: 0845 080 1800
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.



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