



Income Protection Policy

**Policy
Booklet**

Your policy has been arranged by Best Risk Management and Financial Service Limited.

In this **policy** wording, certain words have specific meanings wherever they appear. These words have been highlighted in bold type. A full list of these words and their meanings can be found in the 'Meaning of Words' section.

Your insurers

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

Best Risk Management and Financial Services Limited & and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

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

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

Best Risk Management & Financial Service Limited hereinafter referred to as "Best Insurance". It is important that **you** check **your policy schedule** to ensure that the information that **you** have provided to **us** is accurate and that the cover options which **you** have chosen are correct. Please take the time to read the contents of this **policy** to ensure that **you** understand the cover **we** are providing **you** and that **you** comply with **our** terms and conditions. This **policy** wording and **your policy schedule** are important documents; please keep them in a safe place in case **you** need to refer to them for any reason.

Cooling-off Period

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to Best Insurance within 30 days from the day of purchase or the day on which **you** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your premium** in full. Thereafter **you** may cancel the insurance cover at any time however no refund of **premium** will be payable.

If **you** wish to cancel or **you** have any queries regarding **your** Best Ultra Income Protection Policy, please call Best Insurance on: 0330 330 9465. For **your** protection calls may be recorded and monitored.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **your** main residence is situated.

For and on behalf of UK General Insurance Limited

A handwritten signature in black ink, appearing to read 'K Beales', written in a cursive style.

Karen Beales
Personal Lines Managing Director, UK General Insurance Limited

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ARE YOU ELIGIBLE FOR COVER

It is important that **you** check that **you** meet all of the eligibility criteria below. If **you** are not sure if **you** are eligible for cover, please contact Best Insurance for advice.

Please note that there are special terms and conditions in this policy that apply if **you** are a **contract worker** or if you are **self-employed**, in addition to the requirements below. Further details can be found in the definitions section of this policy.

On the **policy start date you**:

- Must be aged 18 or over and under 64 years of age;
- Must be a permanent lawful resident of the **UK**;
- Must have been continuously **employed** for at least 6 months prior to the **policy start date**;
- Must not be subject to any ongoing enquiry or disciplinary action by **your employer**;
- Must not be aware of any impending **unemployment** or if there is a risk **you** may become **unemployed**. If **you** are **self-employed**, **you** must not be aware of any reasons which would mean **your** business is likely to close;
- Must not be aware of any **pre-existing condition**, illness, disease or injury that may cause **you** to make a claim under this **policy**, unless **you** have disclosed these to **us** and **we** have confirmed in writing that **we** have accepted these conditions and will offer **you** cover;
- **You** must not be aware of any circumstances which may lead to **you** giving up **work** to become a full-time **carer**.

IMPORTANT NOTICE FOR CUSTOMERS

Information You Give to Us

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration and the application form and to make sure that all information supplied to **us** is true and correct. This also applies when **we** contact **you** as part of **your** annual review, or if **you** wish to make any changes to **your policy** during the **period of cover**, or if **you** make a claim under this **policy**. **You** must tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Change of circumstances

You must immediately advise Best Insurance if any of the following circumstances change, at any point during the **period of cover**:

- **You** change jobs or employers, or change **your working** hours;
- **You** change from being **employed** to either being **self-employed** or a **contract worker**;
- **You** stop **working** or **permanently retire**;
- **You** have been convicted of and/or charged with any offence (other than motoring convictions and/or spent convictions).;
- **Your** earnings reduce;
- **You** no longer **work** within the **UK**;
- **You** are no longer a permanent lawful resident of the **UK**;
- **You** change **your** address;
- **You** have insurance cancelled, or declined, or withdrawn by any other insurance provider.

If **you** are not sure if a change in circumstances is relevant to **your policy**, please contact Best Insurance for advice.

Monthly Benefit

It is important to note that the **monthly benefits** under this **policy** will not change automatically with any increase or decrease in interest rates.

Claims

It is important that **you** answer all questions accurately and honestly as **we** will not accept any amendments to a claim form once **we** have received it. Claims which are dishonest, exaggerated or fraudulent will not be accepted by **us** and in the event that any such claim is attempted, **we** reserve the right to decline the claim, cancel **your policy** and report the matter to the relevant law enforcement authorities.

Other Policies

Please note that if **you** hold any other policies which entitle **you** to benefit for **accident** or **sickness** or **unemployment**, then **we** reserve the right to only pay a proportionate amount of any claim **you** may make. If **you** are uncertain as to how this may affect **you**, please contact Best Insurance for advice.

SECTION ONE

IMPORTANT POLICY INFORMATION

Policy Start Date

Your cover will commence on the date shown on **your policy schedule**; this is known as the **policy start date**.

Policy End Date

Cover under this **policy** will end when:

- **You** stop **work** and permanently **retire**, or **you** reach the age of 65; or
- **You** are no longer permanently resident in the **UK** or **you** are no longer registered with the **UK** tax authorities in respect of **your employment** or **self-employment**; or
- **You** do not renew this **policy** or **you** or **we** cancel this **policy**; or
- **You** do not pay the **premium** associated with this **policy** on the date that it becomes due; or
- **You** die.

Whichever of the above events occurs first.

Payment of Premiums

Your period of cover will be confirmed on **your schedule**. **You** must pay the **premium** associated with this **policy** in order to maintain cover; this does not include periods when **you** are in receipt of **monthly benefit** under this **policy** from **us**.

Your insurance starts at the date of purchase and lasts for a period of one month. It will then continue for further consecutive monthly periods provided **You** continue to pay **Your** monthly premiums as they become due. The monthly premium **You** pay is specified at the date of purchasing the insurance and is guaranteed for a twelve month period from the **policy** start date. However, if there are any changes to the rate of insurance premium tax or if **we** are required to impose any other tax or charges in respect of **your premium**, then **we** will amend **your premium** payment from the date which those changes take effect. **We** will contact **you** at least 90 days before the date such changes take effect.

If **you** do not pay the **premium** on the date it becomes due then **we** reserve the right to cancel **your policy** from the date when payment became due and all cover under this **policy** will cease.

Premiums can be paid using monthly Direct Debits that will be arranged through Premium Finance or one annual payment through any major credit or debit cards.

Cover Options

There are three cover options available under this **policy**:

- **Accident, Sickness & Hospitalisation** cover
- **Unemployment** only cover
- **Accident, Sickness, Hospitalisation & Unemployment** cover

The cover option which **you** have selected and which is applicable to **you** is shown on **your policy schedule**.

Payment of Monthly Benefits

Once **we** have accepted a claim from **you**, **we** will pay 1/30th of the **monthly benefit** as shown on **your policy schedule** in respect of the cover option **you** have chosen, for each day **you** are unable to work or are without **work**. All **monthly benefits** are payable monthly in arrears.

Your claim may be subject to an **excess period**. There are three **excess periods** available under this **policy**; the one which **you** have chosen will be shown on **your policy schedule**:

Excess Period	Waiting Period	Monthly Benefit Payable On
0 days/ Back to day one	30 days	Day 31
30 days	60 days	Day 61
60 days	90 days	Day 91

You must be **unemployed** and/or unable to **work** for the duration of the **waiting period** applicable to **your** claim.

We will not pay more than one **monthly benefit** at a time, for example if **you** are **unemployed** and also unable to **work** due to **accident** and/or **sickness**.

Meaning of Words

The following words have the meanings given below wherever they appear in this wording in **bold type**:

Accident, Sickness

A bodily injury or illness or disease which results in **you** being unable to **work** in **your** normal occupation

Please note:

Your accident or **sickness** must start while **you** are in **work** and after seven continuous days of absence - including the first day of your absence - from **your work you** must be certified as unfit to **work** by a **Doctor** or **Consultant** as a direct result of **your accident** or **sickness**. **You** must be receiving treatment and under the continued care of a **Doctor** or **Consultant** due to the **accident** or **sickness**, for the duration of **your** claim. The commencement of any **accident** or **sickness** claim submitted by **you** will be deemed as the day when **you** first became unfit to **work** as a result of the **accident** or **sickness**.

Amendment Date

The date a change to **your policy** has taken place.

Back Condition

Accident or **sickness** which arises from or is due to any disorder of the neck or spine, or any injury to the neck or spine, its intervertebral discs, nerve roots or ligaments or supporting musculature. In order for **us** to consider **back condition** claims, there must be radiological medical evidence of an abnormality or injury confirmed by a **Doctor** or **Consultant**.

Carer

You have given up **work** entirely as a result of having to look after a **relative** on a full-time basis. **You** must be registered with the appropriate government authority as a full-time **carer** and **you** must also be in receipt of carer's allowance benefit.

Ceased to Trade

Your self-employment has permanently ended due to failure of **your** business; a temporary break in trading does not count as cessation.

Please note:

You must provide accounts made up to **your** final day of trading along with evidence that these accounts and **your** declaration that **your** business has ended, have been submitted to the relevant tax authorities in the **UK**.

Consultant

A medical specialist who is a member of an appropriate Royal College and recognised by that College as a

medical specialist. The **Consultant** must be registered and practising in the **UK** and must not be **you** or a **relative of yours**.

Company Director

A director who directly or indirectly owns more than 25% of the issued share capital of the company. Or if **you** are a **relative** of a director who is **working** for the same company as **you** and who directly or indirectly owns more than 25% of the issued share capital of that company.

Contract Worker

Where **you** are **working** for at least 16 hours a week under an **employment** or service contract for a fixed period of time or which has a specified end date.

Please note: In order to be eligible for cover **you** must be continuously **employed** on a six consecutive months' contract which has been renewed by the same employer at least twice for a contract of the same duration; or continuously **employed** on a twelve consecutive months' contract which has been renewed at least once for a contract of the same duration.

Doctor

A qualified medical practitioner who is registered with the General Medical Council and practising in the **UK**. The **Doctor** must not be **you** or a **relative of yours**.

Employed, Employment

You are contracted to **work** for at least 16 hours a week on a permanent basis, or **you** are a **contract worker**, in exchange for a salary or wage from which **your** employer is deducting P.A.Y.E tax and National Insurance Contributions at the appropriate rate applicable to employees, on **your** behalf. **Your** employer must be declaring any such deductions to the relevant tax authorities in the **UK**.

End Date

The date when cover under this **policy** will cease, as described in 'Section I – Important Policy Information'.

Excess Period

The excess period is as chosen by **you** and will be shown on your **policy schedule**.

Hospitalisation Benefit

A payment of £100 per day for each complete 24 hour period that **you** remain in hospital after the first five days. This benefit is limited to a total of £1,000 payable over the life of the **policy**

Initial Exclusion Period

A period of 30 days effective from the date when **your** first **premium** is payable or **your amendment date** where **you** will not be able to make an **unemployment** claim. **We** may waive the **initial exclusion period** if **you** are transferring cover from another insurer, as long as **you** have been specifically insured against **unemployment** for a minimum of 6 months, and the **monthly benefit** amount **you** have requested under this **policy** is the same or lower than the amount of **monthly benefit** covered by **your** previous insurance. If the **monthly benefit** **you** have requested is higher than the benefit held in the previous 6 months, then the difference between the existing **monthly benefit** and the new **monthly benefit** will be subject to the **initial exclusion period**. If the **excess period** **you** have requested is lower than the excess period of your current policy, the higher of the two will be applicable during the **initial exclusion period**. **We** will not waive the **initial exclusion period** if **you** have made a claim under **your** other **policy** within the last 6 months. If **we** agree to waive the **initial exclusion period** then **you** will need to cancel **your** other insurance within 7 days of the start date of this **unemployment cover**. The decision whether to waive the **initial exclusion period** is at **our** discretion.

Insurer, We, Us, Our

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

an agent of Great Lakes Insurance SE and in the matters of a claim act on behalf of Great Lakes Insurance SE.

Monthly Benefit

The amount chosen by **you** and shown on **your policy schedule**. This will be the LOWER amount of:

- a) £2,500; or
- b) 65% of **your normal gross income**; or the amount shown on **your policy schedule**.

IMPORTANT - Under no circumstances can the **monthly benefit you** have selected exceed 65 % of **your normal income** or £2,500. **Monthly benefit** cannot be amended during a claim.

Normal Income

If **you** are employed or a contract worker, this is the average of **your** monthly gross taxable earnings for the 12 month period immediately preceding the commencement of **your** claim. Commissions and bonus payments which are a regular feature of **your** income can be included.

Please note that **we** will not include car allowances, overtime payments and expenses claims as part of **your normal income**.

If **you** are self-employed, this is the average of the annual income and regular dividends before deduction of Income Tax and National Insurance.

Payment in Lieu of Notice

Is one of the following:

- The payment received by **you** in relation to the notice period **your employer** should have given **you** according to the terms of **your** contract of **employment** or letter of appointment; or
- Any compensation payment or part payment made for loss of office which relates to the notice period - whether directly or indirectly - that **your** employer should have given **you** according to the terms of your contract of **employment** or letter of appointment. This includes payments made under a settlement agreement.

Period of Cover

The period of time between the **policy start date** and the **end date**.

Permanent Employment

You are **employed** with no fixed or pre-defined finish date other than the usual **retirement** age for **your** occupation. If **you** are a **contract worker** please refer to the '**contract worker**' section in 'Meaning of Words'

Permanent Retirement

The date when **you** stop **work** and are no longer in **employment** and have no intention of returning to **work**.

Policy

The contract of insurance between **you** and the **Insurer**. This is based upon the information **you** provided as part of the application process and includes any insurance documents issued to **you** in relation to the contract, including but not limited to this wording and any amendments or variations which have been issued by **us** in writing.

Policy Schedule

The document issued by **us** to **you** which accompanies this wording and confirms **your** details, based on the information which **you** have supplied to **us** as well as other details specific to **you**. For example; details of the cover **you** have selected.

Pre-existing Condition

Any injury, **sickness**, disease or medical condition including any related conditions and/or associated symptoms where:

- **you** received advice, treatment, medication or a consultation; or
- **you** were made aware of, or experienced symptoms of, or should reasonably have known about; or
- **you** have seen or arranged to see a **Doctor**;

in the last 12 months immediately preceding the **policy start date** or the **amendment date**, whether a diagnosis was made or not. Once **you** have been symptom free and have not received any medical advice or treatment for a period of 12 months from the **start date** of this **policy**, then the condition will no longer be classed as pre-existing and may be accepted by **us** in connection with a claim, subject to **policy** terms and conditions.

Premium

The amount payable by **you** in return for this insurance cover, as detailed on **your policy schedule** including any insurance premium tax at the prevailing rate.

Relative

Your spouse, civil partner as detailed by the Civil Partnership Act 2004, domestic partner, parent or child, related to **you** by blood, law, marriage or domestic partnership, or a permanent member of **your** household.

Self-Employed

You are **working** in the **UK** alone or in partnership with others and **you** are registered as **self-employed** with the relevant **UK** tax authorities and are liable to pay Income Tax and National Insurance contributions, at the rate applicable to **self-employed** persons; or **You** are a **company director**.

Start Date

The date when **your** cover under this **policy** commences as shown on **your policy schedule**.

UK, United Kingdom

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

Unemployed, Unemployment

Means that **you** are without **work** due to **your employment** ending unexpectedly and due to circumstances beyond **your** control. **You** must be:

- Registered as unemployed with the appropriate UK government agency. **You** must be available and actively looking for **employment** and provide monthly evidence of receipt of Jobseeker's Allowance and/or National Insurance / Pension Credits/ Income Support. If **you** are ineligible for Jobseekers Allowance, **you** must be able to provide letters confirming you are in-receipt of alternative state benefit.

If **your** Jobseekers Allowance exhausts, **your** claim will continue to be processed if **you** provide evidence that **you** continue to sign the unemployment register and **your** National Insurance Contribution Credits are awarded.

If **you** have paid sufficient National Insurance Credits and are no longer required to register at the Job Centre, **you** must be able to provide evidence of this.

- Providing acceptable on-going evidence of unemployment and regular job search activities which could be a combination of copies of job applications, invitations to interviews, and job rejections.

- Not in receipt of **payment in lieu of notice**, including any compensation payment for loss of office or payment received under a settlement agreement.

If **you** are **self-employed**, then in addition to all of the above, **your** business must have **ceased to trade** and if **you** are a **company director** then **your** company must have been wound up by a creditor who is not a director of that company.

Waiting Period

The period shown on **your policy schedule** in which **you** will need to be continuously **unemployed** or unable to **work** due to an **accident, sickness, or hospitalisation** or due to becoming a full-time **carer**, in order to be entitled to receive **your monthly benefit**.

Work, Working

You are in **permanent employment** or are **self-employed** or a **company director**. This includes if **you** are on maternity, paternity or adoption leave as agreed with **your** employer as long as **you** are still classed as being their employee for that period of time.

You, Your

The person named as the policyholder on the **policy schedule** which attaches to this **policy**.

SECTION TWO

ACCIDENT & SICKNESS COVER

This cover will only apply if it is shown on **your policy schedule**.

What is Covered & Making a Claim

If **you** are unfit to **work** during the **period of cover** due to **accident** or **sickness**, for longer than the **waiting period** **you** have selected, then **we** will pay **you** 1/30th of the **monthly benefit** shown on **your policy schedule** for each day that **you** remain unfit for **work** subject to the **policy** terms and conditions.

In order for **us** to pay **your** claim **you** must have been certified as unfit to **work** by **your Doctor** or **Consultant** following 30 continuous days of absence from **your work** including the first day of **your** absence from **work**, as a direct result of the **accident** or **sickness** for which you are claiming.

You must supply **us** with evidence in order to support **your accident** or **sickness** claim, including but not limited to: Sick notes from **your Doctor** or **Consultant**, letters from **your** employer confirming **your** absence from **work**, access to **your** medical records. If **you** are unwilling or unable to supply **us** with evidence to support **your accident** or **sickness**, then **we** may not be able to accept **your** claim or be able to continue paying **your** claim.

Monthly benefit will be paid until:

- The date when **your Doctor** or **Consultant** advises that **you** are no longer unfit for **work** as a result of the **accident** or **sickness** which prevented **you** from **working** at the start of **your claim**; or
- The date when **you do not** supply **us** with proof that **you** are unfit for **work** as a result of **accident** or **sickness**; or
- The date when **you** return to **work**; or
- The date when **we** have paid 12 months of **benefit** for a single claim under this section; or
- The **policy end date**.

Hospitalisation Benefit

If **you** are an in-patient of a hospital for a minimum of 5 consecutive days, at the sole request of a Doctor or Consultant, then from day 6 of Your hospitalisation, **you** may claim a daily benefit of £100.00 for each complete 24 hour period that **you** are an in-patient. The maximum amount **we** will pay for **Hospitalisation Benefit** during the lifetime of **your policy** shall be 10 daily payments i.e £1,000. Please note that the daily benefit of £100.00 is only payable for each complete 24 hour period that **you** are an in-patient; **We** will not pay the daily benefit for periods less than 24 hours in duration.

If **you** need to make a claim, please contact Trent-Services (Administration) Ltd Trent House, Love Lane, Cirencester. GL7 1XD. Telephone: 01285 626020 (all calls are recorded for training, compliance and claims purposes) or email: admin@trent-services.co.uk as soon as possible. **You** will be asked to complete a claim form; it is important that **you** answer all questions accurately and honestly as **we** will not accept any amendments to a claim form once **we** have received it. Claims which are dishonest, exaggerated or fraudulent will not be accepted and in the event that any such claim is attempted **we** reserve the right to decline the claim, cancel **your policy** and report the matter to the relevant law enforcement authorities.

What is not covered:

- a) Claims where **your** absence from **work** due to **accident** and/or **sickness** is not supported by medical evidence from **your Doctor** or **Consultant**.
- b) **Accident** and/or **sickness** and/or **Hospitalisation** which is caused by a **pre-existing condition**'.

- c) Claims for **back conditions** where **you** are unfit to **work** for longer than three months, unless there is radiological medical evidence of an abnormality or injury confirmed by a **Doctor** or **consultant**. (for a full definition of Back conditions see section 1)
- d) Any claim for a **back condition** where the diagnosis is unspecified or unidentified back pain.
- e) Claims for anxiety, depression, stress or any other mental health condition where **you** are unfit to **work** for longer than three months, unless **your** condition has been diagnosed by a **Consultant** or **your** local Primary Care Trust's mental health trust or action team and they have certified that **you** are unfit for **work** solely as a result of that condition. **You** must be under the continuing care of a **consultant** or **your** local Primary Care Trust's mental health trust or action team in respect of the condition which has rendered **you** unfit for **work** and on which **your** claim is based.
- f) **Accident** and/or **sickness** and/or **Hospitalisation** which is alcohol and/or drug related. This exclusion does not apply to drugs which are taken under the direction of **your Doctor** and where **you** have not exceeded the prescribed dose and have followed their advice in connection with taking such drugs.
- g) **Accident** or **sickness** or **Hospitalisation** which is the result of treatment or surgery which was not medically necessary or was carried out at **your** request. This includes cosmetic surgery and beauty treatments. However **we** will pay for any **accident** or **sickness** or **Hospitalisation** which arises as a direct result of any unforeseen complication directly relating to such treatments or procedures, subject to the **policy** terms and conditions.
- h) Claims where **you** are unfit for **work** due to self inflicted injuries, deliberate exposure to danger (unless this was in connection with an attempt to save a human life) or self harm.
- i) Claims where **you** are already receiving **unemployment** benefit under this **policy** – please refer to 'Converting a Claim' for further details.
- j) Claims where **we** have already paid 12 months of benefit for an **accident** or **sickness** claim, unless **you** have returned to **work** for a minimum of 90 consecutive days immediately prior to **your** new claim for **accident** or **sickness** – please refer to 'Making Another Claim' for more details.
- k) Claims for symptoms which are normally associated with pregnancy where those symptoms are generally temporary and do not represent a medical danger to **you** or **your** baby for example fatigue, morning sickness or for childbirth, including delivery by caesarian section or any other medically assisted delivery which does not cause any medical complications as a result of that procedure.
- l) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- m) Claims arising after the **policy end date**.
- n) Claims where **you** have delayed reporting the claim to **us** without good reason and where this delay has caused an adverse and prejudicial effect to **us**.
- o) If you add **accident & sickness** to your existing **unemployment policy** or add **unemployment** to your existing **accident & sickness policy**, **exclusions** will apply from the **amendment date** for the additions made to your **policy**. The **exclusions** that will apply will be the same if the additions were taken out as a new policy.
- p) If you enhance the **monthly benefit** for any of your policies, the **initial exclusion period** will apply to the increased portion of your policy in the same way as it would to a new **policy**.

Note: Condition b) will not apply if **you** have been free of all symptoms of the **pre-existing condition** for a minimum of 12 consecutive months immediately following the **start date** of this **policy**, and **you** have not received medical advice or treatment about the **pre-existing condition** during this time.

SECTION THREE

UNEMPLOYMENT BENEFIT & CARER COVER

This cover will only apply if it is shown on **your policy schedule**.

What is Covered & Making a Claim

If **you** become **unemployed** or **you** have to stop **work** entirely in order to become a **carer** to a **relative**, during the **period of cover** for longer than the **initial exclusion period** and the **waiting period** which **you** have selected, then **we** will pay **you** 1/30th of the **monthly benefit** shown on **your policy schedule** for each day that **you** remain **unemployed** or a **carer**, subject to the **policy** terms and conditions.

Monthly benefit will be paid until:

- The date when **you** return to **work**; or
- The date when **you** do not supply **us** with suitable proof that **you** are **unemployed**; or
- The date when **we** have paid 12 months of **benefit** for a single claim under this section; or
- The date when **you** stop being a **carer** or are no longer registered with the appropriate government authority as a **carer** or;
- The **end date** of the **policy**.

If **you** need to make a claim, please contact:

Trent-Services (Administration) Ltd Trent House, Love Lane, Cirencester, GL7 1XD
Telephone: 01285 626020 (all calls are recorded for training, compliance and claims purposes).
Email: admin@trent-services.co.uk.

You will be asked to complete a claim form and supply **us** with evidence to support **your** claim. This may include but is not limited to; letters from **your** employer confirming redundancy, bank statements, tax returns, payslips, evidence showing that you are registered as a carer. Please note that if **you** are unwilling or unable to supply **us** with evidence to support **your unemployment** or **your** requirement to stop **work** due to being a **carer**, then **we** may not be able to accept **your** claim or be able to continue paying **your** claim.

What is not covered

- a) Claims where **we** have not received sufficient evidence to confirm **your unemployment**; for example claims where **you** are unable to provide evidence that **you** were previously **employed** or where **you** are unable to provide evidence that **you** are registered as **unemployed** with the appropriate government agency and actively seeking **work**.
- b) Claims where **we** have not received sufficient evidence to confirm **your** requirement to stop **work entirely** due to becoming a full-time **carer**. For example where **you** are not registered with the appropriate government authority as a **carer**; or **you** are not in receipt of carer's allowance benefit.
- c) Claims where **you** have not been in continuous permanent **employment** for at least three consecutive months immediately prior to becoming **unemployed**.
- d) Claims during the **initial exclusion period** where:
 - **you** are notified of **your unemployment** even if **your** last day in **work** falls outside of this period;
 - **you** are made aware that there is a risk **you** could be made **unemployed** even if the formal notification of **your unemployment** was issued outside of this period;
 - **you** are aware of circumstances which might lead to **you** having to stop work in order to become a **carer**.

- e) Claims where **you** have not been in continuous **employment** for a minimum of six months immediately prior to **the start date** of this **policy**.
- f) Claims where **you** were aware of the risk or possibility of **you** becoming **unemployed** or having to stop **work** in order to become a **carer** at or prior to the **start date** of this **policy**.
- g) Claims where **you** have agreed to take voluntary redundancy, **permanently retire** or resign.
- h) Claims where **your unemployment** is due to **you** breaching **your employer's** conduct code, including fraud, dishonesty and breach of contract, or where **your unemployment** is due to **your employer** taking disciplinary action against **you**.
- i) Claims where **you** have been **working** as a **contract worker** and **your contract** has reached its natural expiry date, or claims where **your work** is seasonal or temporary and **unemployment** is a normal or regular occurrence in **your work** – please see 'Special Note for **Contract Workers**' for more information.
- j) Claims where **you** have been **self employed** and are unable to provide satisfactory evidence that **your** business has **ceased trading**.
- k) Claims where **you** have refused an offer from **your employer** which, given **your** experience and location, would be considered a reasonable offer of alternative **employment**.
- l) Claims where the person you are caring for is not a **relative**.
- m) Claims where **you** are already in receipt of **monthly benefit** payments for **accident** or **sickness** under this **policy** – please refer to 'Converting a Claim' for further details.
- n) Claims where **we** have already paid 12 months of **benefit** for an **unemployment** or **carer** claim, unless **you** have returned to **work** for a minimum of 90 consecutive days immediately prior to **your** new claim for **unemployment** or **carer** cover – please refer to 'Making Another Claim' for more details.
- o) Claims where **you** have not paid the **premium** due under this **policy**, or where **you** have not complied with the **policy** terms and conditions.
- p) Claims arising after the **end date** of the **policy**.
- q) Claims for any period where **you** are in receipt of, or are entitled to, **payment in lieu of notice**, even if that payment forms part of a settlement or settlement agreement between **you** and **your** employer.
- r) Claims for periods whilst **you** are **working**, including periods of temporary **work** - please see below.
- s) Claims where **you** have delayed reporting the claim to **us** without good reason and where this delay has caused an adverse and prejudicial effect to **us**.

Special Note for Contract Workers

Condition i) will not apply if:

- **You** have been continuously **employed** on a fixed term contract for a minimum of 12 consecutive months which has been renewed by the same employer at least once for a contract of the same duration; or

- **You** have been continuously **employed** on a fixed term contract for a minimum of 6 consecutive months which has been renewed by the same employer at least twice for a contract of the same duration; or
- **You** were **permanently employed** but were transferred to a fixed term contract by **your employer** with no break in **your employment**.

Temporary Work

If **you** are offered temporary **work** during the period of **your unemployment** claim, **we** may consider suspending **your** claim with **us** to enable to **you** take up this work as long as:

- **You** obtain **our** written permission prior to taking up the temporary **work**; and
- **Your** temporary **work** lasts for a minimum of one week and no longer than twelve months.

You will be eligible to resume **your unemployment** claim once **your** temporary **work** has ended and as long as **you** continue to meet the **policy** terms and conditions, **we** will resume paying **you monthly benefits** in respect of **your unemployment**.

Please note that if **you** choose to stop **working** before the end of the temporary **work** contract period, then **you** will be deemed to have made yourself redundant and no further **monthly benefit** will be paid to **you** and **your** claim will cease. If **you** take up temporary **work** without **our** prior written permission, **we** reserve the right to immediately stop **your** claim and pursue the recovery of any **monthly benefit** which **we** have paid to **you**.

Short Term Working Hours

What is covered

If **your employer** temporarily reduces **your** pay as the result of a temporary variation to **your** existing **employment** contract, **you** may be eligible to make a **claim** under the **unemployment** section of this **policy** for short term **working** hours. This is subject to **you** providing written evidence from **your employer** that:

- **you** are **working**; and
- that the short term hours and reduction in pay are only a temporary variation to **your employment** contract and not expected to exceed 12 months; and
- the short term hours and reduction in pay were not requested by **you**; and
- **you** are receiving either no pay or part pay for **your work**.

Any claim will be subject to the **waiting period**. If **you** are still subject to short term **working** hours by your employer once the **waiting period** has been completed, **we** will pay **you monthly benefit** to top up **your** reduced pay to a maximum of 1/30th of the **monthly benefit** for each day **you** are subject to short term **working** hours.

For example:

You usually receive £100 per day from **your employer** for a five day week and **your monthly benefit** limit is £1,000 which at 1/30th is a rate of £33.33 per day. **You** are subject to short term **working** hours and **your** pay has been temporarily reduced to £25 per day, in which case **you** may be eligible to receive a top up payment of £8.33 per day.

The maximum **benefit period** is 12 months. If **you** return to **your** usual **working** hours and pay as defined in **your** contract of **employment** before **you** have received 12 months **monthly benefit**, but need to claim again for short term **working** hours within 90 days of **your** previous claim ending, then in the event that **your** new claim is accepted, **you** will only receive the balance of the days of **monthly**

benefit remaining, up to a maximum of 12 months. If **you** become **unemployed** within 90 days of having made a claim for short term **working** hours, each day of top up payments previously made to **you** will count towards the total of **monthly benefit** regardless of the amount that was paid. Therefore **you** will receive **your** full amount of **monthly benefit**, subject to the **policy** terms and conditions, until **your unemployment** ends or **you** have received a total of 12 months **benefit** since **your** employer first placed **you** on short time **working** hours, whichever comes first.

Once **you** have received 12 months **monthly benefit** in the case of short term **working** hours claims, **you** will need to return to **your** usual hours and pay as defined in **your** contract of **employment**, and complete 90 consecutive days at **work** on this basis, before **you** will be eligible to claim again for short term **working** hours. In the case of **unemployment** claims, please refer to 'Making Another Claim' for more details.

You will only be eligible to make a claim for short term **working** hours if **you** have selected **unemployment** cover.

What is not covered

We will not pay claims for short term **working** hours where:

- a) The top up amount exceeds **your normal income**; or
the top up amount exceeds the **monthly benefit you** have selected.
- b) **You** are unable to provide written evidence from **your employer** to confirm the temporary variation to **your** hours and pay
- c) **You** are unable to prove your **normal income** and that your earnings have been reduced
- d) **You** have voluntarily requested the change to **your** hours and pay
- e) The change to **your** hours and pay is for longer than 12 months, or is permanent rather than temporary.
- f) The claim occurs during the **initial exclusion period** or **you** are made aware during the **initial exclusion period** that there is a risk **you** may be switched to short term **working** hours, even if this takes effect after this period.
- g) **You** have already claimed for **unemployment**, or short term **working** hours, and have received the maximum of 12 months of **monthly benefit** and have not returned to **work** for a period of 90 consecutive days – or in the case of a claim for short term **working** hours only, **you** have not returned to **your** previous hours and pay for 90 consecutive days.

Back to Work Support

Where **we** have accepted an **unemployment** claim from **you**, **you** will be entitled to receive back to **work** support from Working Transitions, Alexandra House, Queenswood Office Park, Newport Pagnell Road West, Northampton, NN7 4JJ. Tel: +44 (0) 1604 744101, Email: info@workingtransitions.com. This is designed to help **you** by providing a 'back to work' guide, a dedicated helpline for you to call and unlimited email support. Trent-Services (Administration) Ltd will provide **you** with more information on this service, as part of **your unemployment** claim with **us**.

SECTION FOUR

CONDITIONS APPLYING TO ALL COVERS

Waiver of Premium

In the event of **your** claim being allowed for **Accident, Sickness, or Unemployment**, **you** will automatically qualify for waiver of premiums. This **policy** is designed to pay the **premiums** on **your** behalf if **you** suffered an **accident sickness or unemployment** which left **you** unable to work for longer than **your waiting period**. This waiver will cease at the end of **your** claim period.

Making Another Claim

If **you** have already made a claim under this **policy** and wish to make another claim, the following will apply:

Accident or Sickness Claims

- If **you** have claimed for **accident** or **sickness** and wish to make another claim for the same or related **accident** or **sickness** within 90 consecutive days of **your** original claim, then subject to the policy terms and conditions **we** will consider treating **your** new claim as a continuation of the previous claim and no **waiting period** will apply. However **we** will only pay **you** the remaining balance of the 12 months of benefit – please see ‘Continuing a Claim’ for further details.
- If **your** claim is in respect of an **accident** or **sickness** which **you** have not already claimed for, then it will be treated as a new claim so long as it is not a **pre-existing condition** and the **waiting period** will apply to the new claim.
- If **you** have claimed for **accident** or **sickness** and wish to make another claim for the same or related **accident** or **sickness** and **you** have already received 12 months of benefit for that claim, then **you** must have returned to **work** for a continuous period of at least 90 consecutive days for the period immediately preceding the commencement of **your** new claim.
- For claims where **you** are on maternity, paternity or adoption leave, **your Doctor** must be able to confirm that **you** have previously been fit for **work** for a continuous period of at least 90 consecutive days immediately preceding the commencement of **your** claim.

Unemployment & Carer Claims

- If **you** become **unemployed** or become a **carer** within 90 consecutive days of having made an **unemployment** or **carer** claim under this policy, then subject to the policy terms and conditions **we** will consider treating **your** new claim as a continuation of the previous claim and no **waiting period** will apply. However **we** will only pay **you** the remaining balance of the 12 months of benefit – please see ‘Continuing a Claim’ for further details.
- If **you** have already received 12 months of benefit for **your** previous claim for **unemployment** or **carer** cover under this policy, then **you** must have returned to **work** for a period of 90 consecutive days preceding the commencement of **your** new claim.

Continuing a Claim

Where **we** have advised **you** that **you** have a continuous claim, then **your waiting period** will not be applied to the second part of the claim. However this will only apply if **you** have not already received the maximum of 12 months of **monthly benefit** applicable under the **policy**.

The remainder of the balance of 12 months of **monthly benefit** will be paid as appropriate, subject to the **policy** terms and conditions and the claim will cease once the total of 12 months of **monthly benefit** has been paid to **you**. Once the **monthly benefit** limit has been reached, **you** will need to return to **work** as outlined in 'Making Another Claim', in order to be eligible to claim again.

Converting a Claim

If **you** are in receipt of **monthly benefit** under this **policy** for either **accident** or **sickness** cover or **unemployment** or **carer** cover and **your** circumstances change **you** must notify the claims handler immediately:

Trent-Services (Administration) Ltd Trent House, Love Lane, Cirencester. GL7 1XD
Telephone: 01285 626020 (all calls are recorded for training, compliance and claims purposes).
Email admin@trent-services.co.uk.

In the case of **unemployment** or **carer** claims, where **you** are already in receipt of **monthly benefit** under this **policy** and become unfit to seek **work** due to **accident** or **sickness**, **your unemployment** or **carer** claim will stop on the day **you** notify **us** of the change in **your** circumstances. **We** will then consider **your accident** or **sickness** claim and subject to the **policy** terms and conditions **we** will pay **monthly benefits** based on **you** being unfit for **work**.

- In the case of **accident** or **sickness** claims where **you** are already in receipt of **monthly benefit** under this **policy** and **you** become **unemployed** or become a **carer**, **we** will continue to pay **your monthly benefit** for **accident** or **sickness** subject to **policy** terms and conditions. **Your monthly benefit** will cease once **you** are fit for **work** or when maximum **benefit** has been paid to **you** or when **you** are no longer able to provide **us** with satisfactory evidence of **your accident** or **sickness** claim. Once **benefit** has ceased **you** will not be eligible to claim until **you** have found **employment** and have been in **work** for the time periods outlined in Section I 'Making Another Claim'.

In all cases where a claim is converted, the maximum amount of **monthly benefit** payable for either **accident** or **sickness** cover or **unemployment** cover, will be 12 months in any one **period of cover**.

General Policy Conditions & Exclusions

- a) **You** must not act in a fraudulent way. If **you** or anyone acting for **you**:
- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
 - fails to reveal or hides a fact likely to influence the cover **we** provide;
 - makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
 - sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
 - makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
 - makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
 - makes a claim which is in any way dishonest or exaggerated;

Then:

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

- b) All **monthly benefit** will be paid to **you** only.

- c) Payments made under this **policy** may affect **your** entitlement to certain state benefits. In the event of a claim it is **your** responsibility to ensure that **you** have informed the relevant authorities that **you** are receiving **monthly benefit** from this **policy**.
- d) **Monthly benefits** are not taxable, although if taxation legislation changes in the future, **we** will deduct any sums from **your monthly benefit** as required by law.
- e) This **policy** is not transferrable.
- f) This **policy** together with any endorsement, proposal or other written statement made by **you** or on **your** behalf, constitutes the whole of the contract between **you** and **us**. None of the **policy** terms and conditions may be waived or modified unless **we** have issued written confirmation of this waiver to **you**. If at any time any part or provision of this **policy** becomes illegal, invalid or unenforceable then the remaining parts and provisions shall continue in full force and effect.
- g) No person, persons, company or other party who or which is not covered under this **policy** shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition of this **policy**. This will not affect any right or remedy of a third party that exists or is available apart from that Act.
- h) In the event that **you** are entitled to receive benefit from any other **accident** or **sickness** or **unemployment** policy, **we** reserve the right to only pay a proportionate amount of any claim **you** may make under this **policy**.
- i) **We** will not pay claims where **you** are unwilling or unable to provide **us** with all necessary information that **we** may require in order to validate **your** claim and throughout the duration of **your** claim.
- j) **We** will not pay for loss or damage caused by 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.
- k) **We** will not pay for loss or damage caused by any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. **We** will, however, cover any loss or damage (but not related cost or expense, caused by any act of terrorism provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion.
- l) **We** will not pay for loss or damage caused by 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.
- m) **We** will not pay for any loss or damage to Electronic Data under 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.

Cancellation

In the event of fraud, threatening and abusive behaviour or non-compliance with **policy** terms and conditions, **we** may cancel **your policy** immediately. **You** may be entitled to a refund of any **premium you** have paid for the period after the cancellation date provided **you** have not made a claim.

Your policy will end automatically if **you** do not pay **your premium** on the date it is due.

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

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

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

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

Anniversary Review

Best Insurance will review **your policy** each year on **your policy** anniversary date, which shall be the date 12 months from the **start date** of **your policy** and annually thereafter.

If **you** have agreed to pay by Direct Debit via Close Premium Finance, payments will be continued to be taken from **your** designated account, unless **you** call Best Insurance and instruct otherwise. **You** must make Best Insurance aware of any change in **your** circumstances at the time of renewal or any changes in the way **you** pay **your Premiums**.

If **you** are aged 64 at the anniversary review, **your policy** will not be renewed. Best Insurance will contact you at least 21 days before **your cover ends**.

N.B. The only exception to this is in the event of legislative changes in respect of laws, taxation or Ombudsman recommendations, which **we** may be required to implement prior to a review.

Data Protection

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

Complaints

It is **our** intention to give **you** the best possible service, but if **you** would like to make a complaint please follow the procedure below. In all cases please quote **your policy** number, as noted on **your** schedule.

If **you** would like to make a complaint regarding the sale of **your policy**, please contact:

Best Insurance,
Gemini Business Centre, 136-140 Old Shoreham Road, Hove BN3 7BD
Telephone: 0330 330 9465
Email: info@bestinsurance.co.uk

If **you** would like to make a complaint regarding a claim **you** have made under this **policy**, please contact:

Trent-Services (Administration) Ltd Trent House,
Love Lane,
Cirencester,
GL7 1XD
Telephone: 01285 626020
Email: admin@trent-services.co.uk.

Please ensure that **you** state in all correspondence that **your** insurance is provided by UK General Insurance Limited and quote reference 06328B.

If **your** complaint about the sale of **your policy** or **your** claim cannot be resolved by the end of the third working day, **your** complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

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:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square,
London,
E14 9SR.
Tel: 0300 123 9 123

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.

Financial Compensation

Great Lakes Insurance SE, is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.



Family Professional Fees Policy

**Policy
Booklet**

IMPORTANT POLICY INFORMATION

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
- 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:-
 1. We consider it is unlikely a sensible settlement of Your claim will be obtained; or
 2. there is 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 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.

All potential claims must initially be reported to the appropriate Claims Notification and Helpline Service.

<p>The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128</p>	<p>Operates 24 hours a day 365 days a year.</p>
<p>The Tax Claims Notification Service telephone number is 01384 377000</p> <p>The Tax Advice Helpline Service telephone number is 01455 852034</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p>
<p>The Identity Theft Claims Notification & Advice Helpline Service telephone number is 01384 397757</p>	<p>Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.</p> <p>Outside of these hours You should visit www.legalim.co.uk/idtheft where You will be able to understand what action You should immediately take, useful contact points and register a claim with Us.</p>
<p>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.</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>

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.

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.

Identity Theft

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

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

- 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.

Insurer

This insurance is administered by Legal Insurance Management Limited & arranged by Best Risk Management & Financial Service Limited & 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.

Section 1: Employment - Unfair Dismissal or Redundancy	
What is Covered?	What is Excluded?
A dispute with an Insured Person's employer on the grounds of unfair dismissal or unfair selection for redundancy seeking compensation or reinstatement or re-engagement.	Excluding: - situations 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.

Section 2 - Personal Injury	
What is Covered?	What is Excluded?
Pursuing a civil claim for damages in respect of death or or bodily injury to an Insured Person caused by negligence.	Excluding:- a. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products); b. any claim arising from a stress or psychological related condition; c. any claim relating to the extended use of artificial tanning equipment; d. a claim falling within the Small Claims.

Section 3 - Consumer Disputes	
What is Covered?	What is Excluded?
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-</p> <ol style="list-style-type: none"> obtaining services; the purchase, hire, hire-purchase or sale of any personal goods. <p>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.</p> <p>Claims above Small Claims Court Limits The payment of Professional Fees incurred by the Appointed Professional appointed by Us.</p>	<p>Excluding: -</p> <ol style="list-style-type: none"> 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; 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; any contract under which a sum of money was due and payable more than 180 days before the claim was reported; any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home; 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; any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings; any dispute with local or government authorities.

Section 4 - Home Rights	
What is Covered?	What is Excluded?
<p>The pursuit of civil claims following:</p> <ol style="list-style-type: none"> 1. loss or damage to:- <ol style="list-style-type: none"> 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 	<p>Excluding: -</p> <ol style="list-style-type: none"> 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 5 – Taxation	
What is Covered?	What is Excluded?
<p>Professional Fees arising from or relating to an Aspect Enquiry or an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.</p>	<p>Excluding Professional Fees arising:-</p> <ol style="list-style-type: none"> 1. Aspect Enquiries less than £100; 2. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur; 3. from investigation or enquiry by or transfer to the Special Compliance Office; 4. as a result of a false or misleading statement or representation to the HM Revenue & Customs; 5. from deficiencies in books, records, accounts or returns including the costs of repairing a return; 6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;

Section 6 - Criminal Prosecution Defence	
What is Covered?	What is Excluded?
<p>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:-</p> <p>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.</p> <p>Magistrates' Court Representation Professional Fees incurred in representing an Insured Person at a Magistrates' Court.</p> <p>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.</p>	<p>Excluding: -</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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;

	<ol style="list-style-type: none"> 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.
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Section 7 – Education	
What is Covered?	What is Excluded?
<p>Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a Claim Limit of £5,000 any one claim.</p>	<p>Excluding claims:-</p> <ol style="list-style-type: none"> 1. arising where acceptance at the school involves examinations or other selection criteria; 2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA; 3. arising prior to the submission of an application to the school or LEA; 4. arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance; 5. where the procedure for appealing against

	<p>the decision to refuse a place at the school has not been followed;</p> <p>6. where the child has been expelled, suspended or permanently excluded from another school;</p> <p>7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.</p>
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Section 8 – Probate	
What is Covered?	What is Excluded?
The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.	Excluding:- any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

Section 9 - Jury Service Expenses	
What is Covered?	What is Excluded?
The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant Court.	Excluding:- the first 5 days of such service.

Section 10 - Identity Theft	
What is Covered?	What is Excluded?
<p>Following an Event of Identity Theft:</p> <ol style="list-style-type: none"> 1. necessary Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> a) to defend a claim from a financial institution, merchants or their collection agencies; b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person; c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully; 2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft; 3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information; 4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft. <p>The Events above must be as a result of an actual Identity Theft.</p>	<p>Excluding:-</p> <ol style="list-style-type: none"> 1. any Identity Theft connected with Your business, profession, or occupation; 2. any legal action where the Insured Person does not have a reasonable prospect of success; 3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person; 4. any Indirect Losses other than as identified above.

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

- i) contact the Identity Theft Claims Notification and Advice Helpline Service on 01 384 397757;
- ii) make sure that they have their address history for the last 6 years;
- iii) file a Police report within 12 hours of discovering the Identity Theft;
- iv) let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft;
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- viii) take all necessary action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft Claims Notification and Advice Helpline Service on 01 384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the relevant organisations.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

- I. 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. 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;
 3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
 4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable Prospects of Success;
 5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
 6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;

7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage Your reputation;
9. 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;
10. 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;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with Us not dealt with under the Arbitration condition;
13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
14. an application for judicial review;
15. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
16. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
17. 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;
18. 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;
19. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
20. any claim involving medical or clinical negligence or pharmaceutical or any related claims (including but not limited to tobacco products).
21. any claim arising from a stress or psychological related condition;
22. 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;
23. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
24. 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;
25. 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.
26. 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.
27. 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.
28. 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
- II. endangers life other than that of the person committing the action; or
- III. creates a risk to health or safety of the public or a section of the public; or
- IV. 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.

29. 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.

Alteration of Risk

You must notify Your Agent as soon as possible if there are changes that may affect this insurance, for example:-

- You change Your Home address
- Your Home detailed within the Schedule is no longer Your principal private dwelling house (e.g. it is now used as a second home, a holiday home or a let property).

We will then reassess Your cover and premium. If You do not notify Us about any of these changes We may:-

1. have charged You the incorrect premium and or applied an incorrect cover;
2. decline Your claim; or
3. declare this policy void.

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.

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.

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 or 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.

Due Care

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

Cancellation

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 fourteen (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.

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: 0344 800 0128
Tax Claims Notification Service: - 01384 377000
Tax Advice Helpline Service: - 01455 852034
Identity Theft Claims Notification & Advice Helpline Service:- 01384 397757
Identity Theft Website:-
www.legalim.co.uk/idtheft

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.

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:-

Financial Ombudsman Service
Exchange Tower
London

E14 9SR
Tel: 0300 123 9123 or 0800 023 4567
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.