



## Family Legal Protection

Policy Wording



LEGAL PROTECTION GROUP LIMITED

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# CONTRACT OF INSURANCE

## Introduction

Thank you for purchasing Family Legal Protection Insurance from Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend an **insured person's** legal rights in a range of issues affecting everyday life including:

- Disputes with an employer
- Disputes over the sale of goods
- Disputes with **your** landlord
- Damage caused to **your home** and property
- Pursuit of claims for death or personal injury
- Defence of work-related prosecutions
- Assistance following **identity theft**
- Disputes over the purchase of goods or services
- Disputes over the purchase or sale of **your home**
- Nuisance or trespass
- HMRC enquiries into personal tax affairs
- Pursuit of claims following clinical negligence
- Attending jury service or as a witness in court
- Access to 24-hour telephone helpline services

This is **your** Family Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

**Important note: please also refer to the advice requirements for cover to apply under insured incident 9 – Identity Theft Assistance.**

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

## Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- we** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- the **insurer** will pay **adviser's costs and expenses** and/or jury service and witness expenses and/or **identity theft** costs and expenses, up to the **limit of indemnity** for any one **insured incident**.

**Provided that:**

- the **insured incident** happens in the **territorial limit**;*
- the **insured incident** is reported to **us** as soon as possible and within the **period of insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of the **period of insurance**);*
- the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of an **insured person's claim**; and*
- any proceedings or other methods **we** agree to resolve an **insured person's claim** are dealt with by a court or other body within the **territorial limit**.*

### Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH.

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Family Legal Protection Insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

## Helpline Services

An **insured person** has access to the **Helpline Services** listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged (this does not apply to the **Counselling Helpline**).

If an **insured person** needs to use the **Helpline Services**, please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

### Personal Legal Advice Helpline

Provides an **insured person** with confidential telephone legal advice on personal legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal legal advice helpline, please call **0344 840 6345**.

### Personal Tax Advice Helpline

Provides an **insured person** with confidential telephone advice on personal tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the personal tax advice helpline, please call **0344 840 6345**.

### Identity Theft Advice Helpline

Provides an **insured person** with telephone advice and guidance on keeping their identification safe and secure and tips on how to avoid becoming a victim of identity theft.

To use the identity theft advice helpline, please call **0344 840 6345**.

**Important note: please also refer to the advice requirements for cover to apply under insured incident 9 – Identity Theft Assistance.**

### Counselling Helpline

Provides an **insured person** with a confidential telephone counselling service on matters causing distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

**Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.**

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

**We** cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **our** control.

## What to do if you need to make a claim

If an **insured person** is involved in a legal dispute which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0344 840 6345** which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready **your** policy number or the name of the organisation who sold **you** this insurance.

### Please note the following important information:

- a) An **insured person** must report their claim to **us** on **0344 840 6345** as soon as the **insured person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **insured person** has **your** authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, the deeds to **your home**, expert or medical reports and contact details of any witnesses. **We** may also ask an **insured person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to **us** during **your period of insurance**. If **your** policy expires and an **insured person's** claim is reported more than 14 days after the expiry date, **we** will not be able to assist with the claim.
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 1**)).
- e) Under no circumstances should an **insured person** instruct their own lawyer, accountant or legal representative or incur any costs before **we** have accepted the claim as the **insurer** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for an **insured person** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- f) Once all relevant information has been received, an assessment of an **insured person's** claim will be conducted and **we** will let the **insured person** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- g) If **we** are unable to cover an **insured person's** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at the **insured person's** expense) to help achieve a successful outcome.

## Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

<b>adviser's costs and expenses</b>	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the <b>appointed adviser</b> which have been agreed by <b>us</b> in accordance with <b>our standard adviser's terms of appointment</b>.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if an <b>insured person</b> is ordered to pay them or pays them with <b>our</b> agreement.</p>
<b>appointed adviser</b>	The law firm, accountant or other suitably qualified person appointed by <b>us</b> to act on an <b>insured person's</b> behalf, under the terms and conditions of this insurance and in accordance with <b>our standard adviser's terms of appointment</b> .
<b>home</b>	The private residence that <b>you</b> permanently live in which is located in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
<b>identity theft</b>	Another party knowingly using an <b>insured person's</b> identity, without the <b>insured person's</b> knowledge or permission, with the intention of illegally obtaining credit, services or other benefit.
<b>insured incident</b>	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where <b>we</b> have agreed to provide cover under the terms and conditions of this insurance.
<b>insured person</b>	<p>a) <b>You</b>;</p> <p>b) <b>your</b> domestic partner;</p> <p>c) any member of <b>your</b> family permanently living with <b>you</b>; and</p> <p>d) any of <b>your</b> children engaged in higher education who are temporarily living away from <b>your home</b>.</p> <p>Anyone claiming under this insurance must have <b>your</b> permission to do so.</p>
<b>insurer</b>	Alwyn Insurance Company Limited.
<b>limit of indemnity</b>	The most the <b>insurer</b> will pay for any one <b>insured incident</b> (including any subsequent appeal agreed by <b>us</b> ) is £50,000.
<b>period of insurance</b>	The period of time covered by this policy as shown in <b>your</b> schedule and any further period(s) this insurance is renewed for.
<b>reasonable prospects of success</b>	<p>For each <b>insured incident</b> there must always be more than a 50% chance that an <b>insured person</b> will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which <b>we</b> have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>In all cases <b>we</b> or a suitably qualified expert acting on <b>our</b> behalf will assess whether <b>reasonable prospects of success</b> exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
<b>standard adviser's terms of appointment</b>	A separate agreement <b>we</b> require an <b>appointed adviser</b> to enter into with <b>us</b> . This agreement sets out the <b>appointed adviser's</b> responsibilities and the amounts the <b>insurer</b> will pay the <b>appointed adviser</b> in respect of an <b>insured incident</b> .
<b>territorial limit</b>	<p>a) For <b>insured incidents 2 Consumer Contract Disputes</b> and <b>5 Personal Injury</b> – the European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Norway and Switzerland.</p> <p>b) For all other <b>insured incidents</b> – the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>we, us, our</b>	<p>a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the <b>insurer</b>.</p> <p>b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the <b>insurer</b>.</p>
<b>you, your</b>	The person named in the schedule who has purchased this insurance.

## Insured incidents

### Insured incident 1 – Your Employment Protection

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> in a dispute with an <b>insured person's</b> current, former or prospective employer:</p> <p><b>a)</b> regarding the <b>insured person's</b> contract of employment; and/or</p> <p><b>b)</b> in a breach of the <b>insured person's</b> legal rights under employment law.</p> <p><i>Please note that we will only consider a claim once a legal dispute exists and we do not provide representation throughout any internal disciplinary or grievance procedures which are or should be conducted between the <b>insured person</b> and their employer.</i></p>	<p>Any claim relating to:</p> <p><b>(i)</b> settlement agreements whilst an <b>insured person</b> is still employed and is not in dispute with their employer (<i>we can provide assistance to help negotiate a settlement but this will be at the <b>insured person's</b> expense</i>);</p> <p><b>(ii)</b> disputes which arise solely from personal injury (<i>where applicable, claims could be pursued under <b>insured incident 5 – Personal Injury</b></i>).</p>

### Insured incident 2 – Consumer Contract Disputes

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to pursue or defend a dispute arising from a breach or alleged breach of a contract entered into by an <b>insured person</b> for:</p> <p><b>a)</b> buying, selling or hiring in goods;</p> <p><b>b)</b> buying or hiring in services;</p> <p><b>c)</b> renting <b>your home</b> under a tenancy agreement or occupying <b>your home</b> under a lease where <b>you</b> are the tenant and there is a dispute with <b>your</b> landlord over the use or maintenance of <b>your home</b>;</p> <p><b>d)</b> buying or selling <b>your home</b>.</p> <p><i>Please note that:</i></p> <p><b>(i)</b> <i>the contract must be entered into in a personal capacity and not for an <b>insured person's</b> business use; and</i></p> <p><b>(ii)</b> <i>the amount in dispute must exceed £100 (including VAT).</i></p>	<p>Any claim relating to:</p> <p><b>(i)</b> construction work on any land, or design, conversion or extension to any buildings (including <b>your home</b>) where the value of the contract is more than £7,500 (including VAT);</p> <p><b>(ii)</b> disputes over pensions, savings, investments, loans, mortgages, borrowing or any other arrangement an <b>insured person</b> has with a bank, building society or supplier of credit;</p> <p><b>(iii)</b> lease or tenancy agreements or licences to occupy land or buildings (<i>other than claims which are covered under <b>c</b>) opposite</i>);</p> <p><b>(iv)</b> disputes over rent, lease charges or service charges;</p> <p><b>(v)</b> motor vehicles which are owned by or leased or hired to an <b>insured person</b>;</p> <p><b>(vi)</b> disputes over the amount of money or compensation payable in respect of a claim under any insurance policy.</p>

## Insured incidents (continued)

### Insured incident 3 – Protecting Your Property

What you are covered for	What you are not covered for
<p><b>a) Nuisance</b>  <b>Adviser's costs and expenses</b> to pursue or defend an <b>insured person's</b> legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use, enjoyment or right over <b>your home</b>.  <i>Please note that where the claim relates to a dispute over the boundary of <b>your home</b>, you must be able to supply us with proof of where that boundary lies.</i></p> <p><b>b) Damage to Property</b>  <b>Adviser's costs and expenses</b> to pursue an <b>insured person's</b> legal rights following an event which causes physical damage to <b>your home</b>, or to personal belongings which are owned by or the legal responsibility of the <b>insured person</b>.  <i>Please note that the amount in dispute must be more than £100.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) any land or buildings other than <b>your home</b>;</li> <li>(ii) a contract (including a tenancy agreement, lease or licence to occupy property) entered into by an <b>insured person</b>;</li> <li>(iii) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on <b>your home</b> by any government, public or local authority;</li> <li>(iv) any work carried out by, or under the order of, government or public or local authorities or their contractors (<i>unless the claim is for accidental physical damage to <b>your home</b> or to personal belongings</i>);</li> <li>(v) subsidence, heave, quarrying or mining activities.</li> </ul>

### Insured incident 4 – Tax Enquiries

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to represent an <b>insured person</b> in an HMRC investigation into the whole or particular features of the <b>insured person's</b> personal tax affairs.  <i>Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) business tax affairs or where an <b>insured person</b> is self-employed, a sole-trader or in a business partnership;</li> <li>(ii) tax avoidance schemes;</li> <li>(iii) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from an <b>insured person's</b> tax affairs.</li> </ul>

### Insured incident 5 – Personal Injury

What you are covered for	What you are not covered for
<p><b>Adviser's costs and expenses</b> to pursue an <b>insured person's</b> legal rights following a sudden and specific event which causes death or physical bodily injury to the <b>insured person</b>.  <i>Please note that claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an <b>insured person</b>.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event;</li> <li>(ii) negligent surgery, clinical or medical procedures (<i>please refer to <b>insured incident 6 – Clinical and Medical Negligence</b></i>).</li> </ul>



## Insured incidents (continued)

### Insured incident 6 – Clinical and Medical Negligence

What you are covered for	What you are not covered for
<p><b>Adviser’s costs and expenses</b> to pursue an <b>insured person’s</b> legal rights following an identified act of negligent surgery, or identified negligent clinical, medical or dental procedure or treatment which causes death or physical bodily injury to the <b>insured person</b>.</p> <p><i>Please note that claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific negligent act which results in physical bodily injury to an <b>insured person</b>.</i></p>	<p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific negligent act.</p>

### Insured incident 7 – Defence of Your Legal Rights

What you are covered for	What you are not covered for
<p><b>Adviser’s costs and expenses</b> to defend an <b>insured person’s</b> legal rights following an event arising from the <b>insured person’s</b> work as an employee which leads to:</p> <p><b>a) Pre-charge</b> an <b>insured person</b> being interviewed by the Police or other authority with the powers to prosecute where the <b>insured person</b> is suspected of committing a criminal offence;</p> <p><b>b) Criminal prosecutions</b> an <b>insured person</b> being prosecuted in a criminal court;</p> <p><b>c) Unlawful discrimination</b> civil action being taken against an <b>insured person</b> for unlawful discrimination;</p> <p><b>d) Data protection breaches</b> civil action being taken against an <b>insured person</b> by a data subject following a breach of the Data Protection legislation which is directly applicable in the United Kingdom for the holding, loss or unauthorised disclosure of personal data;</p> <p><b>e) Disciplinary hearings</b> a formal investigation or disciplinary hearing brought against an <b>insured person</b> by a regulatory or professional body.</p>	<p><b>(i)</b> Any claim relating to an <b>insured person</b> driving a motor vehicle.</p> <p><b>(ii)</b> Any investigation conducted by or on behalf of HMRC (<i>this exclusion applies to <b>Insured incident 7 a) Pre-charge</b> only</i>).</p> <p><b>(iii)</b> Any claim relating to hacking, cyber-attack or computer virus which results in damage, loss, corruption or alteration of stored personal data (<i>this exclusion applies to <b>insured incident 7 d) Data protection breaches</b> only</i>).</p>

## Insured incidents (continued)

### Insured incident 8 – Jury Service and Witness Expenses

What you are covered for	What you are not covered for
<p>The <b>insurer</b> will pay an <b>insured person's</b> lost salary or wages for time taken off work to:</p> <ul style="list-style-type: none"> <li>a) perform jury service;</li> <li>b) attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an <b>appointed adviser</b> in respect of an <b>insured incident</b> under this policy.</li> </ul> <p><i>Please note that the <b>insurer</b> will only pay sums which cannot be recovered from the relevant court, tribunal or any other party.</i></p>	<p>Any claim where an <b>insured person</b> cannot provide evidence of the extent of their lost salary or wages.</p>

### Insured incident 9 – Identity Theft Assistance

What you are covered for	What you are not covered for
<p>If an <b>insured person</b> becomes a victim of <b>identity theft</b>:</p> <ul style="list-style-type: none"> <li>a) we will provide the <b>insured person</b> with access to an identity theft adviser who will provide guidance and assistance to restore the <b>insured person's</b> identity;</li> <li>b) the <b>insurer</b> will pay reasonable costs incurred by the <b>insured person</b> in necessary correspondence with the Police, credit agencies and financial service providers to restore the <b>insured person's</b> identity and credit rating;</li> <li>c) the <b>insurer</b> will pay reasonable fees incurred by the <b>insured person</b> in reapplying for a loan where that original application had been rejected due to the <b>insured person's identity theft</b>;</li> <li>d) the <b>insurer</b> will pay <b>adviser's costs and expenses</b> to defend the <b>insured person's</b> legal rights in a dispute with other parties taking legal action against the <b>insured person</b> arising from their <b>identity theft</b>.</li> </ul> <p><i>Please note that the <b>insured person</b> must have:</i></p> <ul style="list-style-type: none"> <li>(i) sought and followed the advice from <b>our Identity Theft Advice Helpline</b> as soon as they suspect they have become a victim of <b>identity theft</b>; and</li> <li>(ii) notified their bank, mortgage lender or any other supplier of credit within 24 hours of discovering their <b>identity theft</b> or attempted <b>identity theft</b>.</li> </ul>	<p>Any <b>identity theft</b> committed by an <b>insured person</b>.</p>

## General exclusions applying to the whole policy

There is no cover for:

### 1) Claims arising before this insurance started

Any event or dispute which an **insured person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

### 2) Costs incurred and legal action we have not authorised

a) Any **adviser's costs and expenses** or other costs incurred:

- (i) before **we** have accepted a claim; and/or
- (ii) which **we** have not authorised in advance.

b) Any action taken by an **insured person** which **we** or the **appointed adviser** have not agreed to.

### 3) Fines and court awards

a) Fines, compensation, damages or penalties awarded against an **insured person**.

b) Any costs an **insured person** is ordered to pay by a court of criminal jurisdiction.

### 4) Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **insured person**.

### 5) Judicial Review and challenges to legislation

a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.

b) Any challenges to current or proposed legislation.

### 6) Disputes with us, the insurer or the appointed adviser

Any claim made against **us**, the **insurer** or the **appointed adviser** (*please also refer to **General conditions applying to the whole policy 9***).

### 7) Disputes between family members

Any dispute between an **insured person** and someone related to them who is also insured under this policy (**you**, **your** domestic partner, family members who permanently live with **you** or children in higher education temporarily living away from **your home**).

### 8) Family law disputes

Any claim relating to:

- a) divorce, separation, dissolution, co-habitation, matrimonial or civil partnerships;
- b) wills, trusts or probate;
- c) maintenance or custody or financial or parental responsibility arrangements involving children.

### 9) Libel and slander

Any claim relating to something said or written:

- a) about an **insured person** which may damage the **insured person's** reputation;
- b) by an **insured person** which may damage another person's reputation.

### 10) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

## General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

### 1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

### 2) Appointment of an appointed adviser

- a) If **we** accept an **insured person's** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If an **insured person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for the **insured person** as to do so would breach their professional code of conduct), the **insured person** is free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) Any law firm or suitably qualified representative nominated by an **insured person** must agree to represent the **insured person** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

### 3) Conduct of the claim

a) An **insured person** must:

- (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
- (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.

b) An **insured person** must not:

- (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
- (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.

c) **We** can:

- (i) contact the **appointed adviser** at any time and have access to all documents and information regarding an **insured person's** claim;
- (ii) withdraw funding for a claim and pursue an **insured person** to recover **adviser's costs and expenses** or other costs or amounts already paid, if the **insured person** pursues or withdraws from that claim without **our** consent or fails to pass on any instructions to the **appointed adviser**;
- (iii) withdraw funding for a claim if an **insured person** dismisses the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for an **insured person** with **our** consent and there is valid cause to do so; and
- (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts **we** have agreed to, prior to **reasonable prospects of success** no longer being present.

### 4) Claims settlement

- a) An **insured person** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If an **insured person** refuses a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) **We** may decide to settle a claim by instructing the **insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to an **insured person** and the **insured person** must allow **us** to take over and continue the claim in their name and provide **us** with any information in support of this action.

## General conditions applying to the whole policy (continued)

### 5) Costs recovery and assessment of costs

An **insured person** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

### 6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against an **insured person**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

### 7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

### 8) Obtaining a legal opinion

**We** may require an **insured person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between **us** and the **insured person** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports the **insured person** and there are clear merits in proceeding with that claim, the costs incurred by the **insured person** in seeking that opinion will be reimbursed.

### 9) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service.

### 10) Your cancellation rights

#### a) Cooling-off period

**You** can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later.

If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

#### b) Outside the cooling-off period

**You** can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges.

### 11) Our cancellation rights

#### a) General

**We** can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to an **insured person**.

#### b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **insured person** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

## General conditions applying to the whole policy (continued)

### 12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

## General information

### The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

### The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

### Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

**You** can find full details of **our** privacy policy on **our** website [www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

**The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH**

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

**Website:** <https://ico.org.uk/concerns/>

**Phone:** **0303 123 1113** (lines are open Monday to Friday 9am to 5pm)

**Email:** [casework@ico.org.uk](mailto:casework@ico.org.uk)

## General information (continued)

### What to do if you have a complaint

**We** are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** [complaints@legalprotectiongroup.co.uk](mailto:complaints@legalprotectiongroup.co.uk)
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeway, Bristol BS35 3QH**

#### As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an **insured person**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

#### After we have investigated the complaint:

**We** will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months\*.

#### If we cannot resolve the complaint within 4 weeks:

**We** will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

#### If we cannot resolve the complaint within 8 weeks:

**We** will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months\*.

\*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

**You** can also visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) and follow the guidelines on how to complain and to also check their eligibility criteria.

**Important: This complaints notification procedure does not affect your right to take legal action.**

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

8 Pinkers Court, Briarlands Office Park, Gloucester Road, RudgeWay, Bristol, BS35 3QH  
Registered in England and Wales, company number 10096688

[www.legalprotectiongroup.co.uk](http://www.legalprotectiongroup.co.uk)



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