In consideration of the Policyholder having paid or agreeing to pay the premium, the Insurer agrees subject to the agreement of the Policyholder to pay the Beneficiary's claim up to the Claim Limit against Professional Fees incurred in respect of any Insured Event occurring within the Territorial Limits where You notify Us during the Period of Insurance and within six months of the Time of Occurrence of the Insured Event subject to the terms, conditions and exclusions of this policy.

The policy and schedule shall be read together and the following expressions shall have the meanings outlined wherever they appear in the policy in bold print.

### DEFINITIONS

**AGENT**
Philip Williams & Co
35 Walton Road
Stockton Heath
Warrington
WA4 6NW

**ACTS OF PARLIAMENT**
Any reference to Acts of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland and under European Law where applied in the UK.

**ANY ONE CLAIM**
All Legal Proceedings including any appeal against judgement consequent upon the same original cause event or circumstance shall be regarded as one claim.

**APPOINTED REPRESENTATIVE**
A solicitor, counsel, accountant, claims handler or appropriately qualified person approved by Us appointed to act in a professional capacity for the Beneficiary in accordance with the terms of this Policy.

**BENEFICIARY/BENEFICIARIES**
In respect of Sections 3, 4, 11, 12, 13, 14, 15 and 20 the Member.
In respect of Section 1, 9 and 16 the Member and the Member's cohabiting partner.
In respect of Sections 2, 5, 6, 7, 8, 10, 17, 18, and 19 the Member and:
1. The Member's cohabiting partner.
2. Children including stepchildren adopted children foster children and grandchildren normally resident with the Member.
3. The parents and grandparents of the Member and the Member's cohabiting partner normally resident with the Member.

**BUSINESS**
Any employment, trade, profession or occupation.

**CLAIM LIMIT(S)**
The sum specified in the schedule which shall be the maximum amount payable in respect of Any One Claim after totalling all Professional Fees of the Beneficiary including opponents' costs.

**COSTS**
Standard costs of any civil proceedings incurred by the third party for which the Beneficiary may be liable by order of a Court or following an out of court settlement consented to by Us in accordance with Claims Settlement Condition Section of this policy and made in connection with any Legal Proceedings.

**COURT**
A court tribunal or other competent authority.

**CREDIT REFERENCE AGENCY**
Equifax, Experian, and Call Credit.

**DEBT ADVICE SPECIALIST**
A specialist of Our choice and appointed by Us who specialises in the area of personal insolvency and debt advice.

**FULL ENQUIRY**
A Full Enquiry is an extensive examination formally instigated in writing by HM Revenue & Customs which considers all aspects of the Beneficiary's tax affairs in detail.

**HOME**
The Member's 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 EVENT**
Shall mean the happening of the events described in each Section of Cover.
This insurance is administered by Legal Insurance Management, arranged by Philip Williams & Company & 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 Königstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd, Philip Williams & Company 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.

LEGAL PROCEEDINGS
Any appropriate step taken subsequent to the issue or receipt of legal process in any criminal or civil Court with a view to resolving any Insured Event occurring and issued within the Territorial Limits. Legal Proceedings shall not be deemed to include matters more appropriately handled under Section 15 - Debt Advice or Bankruptcy Assistance.

MEMBER
Serving or Retired Police Officers, Members of the Police Special Constabulary and Police Staff of the relevant Police force (as shown within the policy schedule) or any other individuals who are Members of the relevant Police Federation (as shown within the policy schedule) at the time at which the Insured Event occurs and have paid the relevant subscription.

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

PERIOD OF INSURANCE
The period specified in the schedule and any subsequent periods for which the Policyholder shall pay and We shall accept a renewal premium.

POLICYHOLDER
The appointed Trustees of the relevant Police Federation Insurance Scheme.

PROFESSIONAL FEES
a) Any fees and disbursements properly incurred by the Appointed Representative in connection with any Legal Proceedings including fees and disbursements of expert witnesses as well as those incurred by Us in connection with any such Legal Proceedings
i) Any fees and disbursements properly incurred by the Appointed Representative in appealing or resisting an appeal against the judgement of a Court in connection with any Legal Proceedings.

PROSPECTS OF SUCCESS
At least a 51% chance of the Insured Person(s) achieving a favourable outcome.

STANDARD PROFESSIONAL FEES
The level of fees that would normally be incurred by Us in using a nominated Authorised Representative of Our choice.

TERRITORIAL LIMITS
1. The United Kingdom, Isle of Man or the Channel Islands.
2. Any country which is a member of the European Union, and additionally Liechtenstein, Norway, Switzerland and countries bordering and islands in the Mediterranean in respect of temporary visits overseas for domestic and pleasure purposes.
3) Worldwide only in respect of Section 1 (Criminal Prosecution Defence) sub section ii) (Overseas Legal Assistance).

TIME OF OCCURRENCE
Civil Cases - The time at which the cause of action commenced.
Criminal Cases - The time at which the Beneficiary is charged with the criminal offence in question.
Legal Assistance - When the Legal Assistance is provided.

VEHICLE
Any motor vehicle including motor cycles, required to be licensed for road use constructed or adapted principally for the carriage of up to seven passengers being used (with the owner’s permission) by the Beneficiary, including any caravan or trailer which is attached to the vehicle by normal means for towing.

WE/US/OUR
UK General on behalf of Great Lakes Insurance SE.

Claims Department
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands DY5 1XF
Tel: 01384 377000
Fax: 01384 377500
SECTIONS OF COVER

SECTION 1 - CRIMINAL PROSECUTION DEFENCE
Professional Fees incurred in the defence of Criminal Court Legal Proceedings brought against a Beneficiary as a result of any act or omission or alleged act or omission.

i) Police Station Representation and Magistrates’ Court
Professional Fees incurred in representing a Beneficiary:
   a) at a Police Station where they are being interviewed under caution in relation to an alleged criminal act
   b) at a Magistrates’ Court.

Exclusions
The Insurer will not pay for Professional Fees in respect of:
   i) any matter where the Appointed Representative assesses that reasonable prospects of success do not exist.

ii) Crown Court
A sum equal to any assessed income based contribution payable by the Beneficiary towards Professional Fees incurred under the Crown Court Means Testing scheme.

Exclusions
   i) Professional Fees required to be paid by a Beneficiary in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction
   ii) any matter where the Appointed Representative assesses that reasonable prospects of success do not exist
   iii) any Professional Fees where the Beneficiary fails to:
      a) apply for a Representation Order under the Crown Court Means Testing scheme
      b) submit any required information under the Crown Court Means Testing scheme
      c) comply with the terms of the Representation Order
      d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme
   iv) the defence of any action, enforcement, or recovery of sums payable against a Beneficiary under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.

iii) Overseas Legal Assistance
Professional Fees incurred in providing emergency legal assistance or representing a Beneficiary at a Police Station where they are being interviewed, in relation to an alleged criminal act.

Exclusions
The Insurer will not pay any claim for:
   i) Professional Fees in excess of £2500 (or local currency equivalent).

SECTION 2 - PERSONAL INJURY
Professional Fees incurred in the pursuit of Legal Proceedings to recover damages or compensation following any event causing death of or bodily injury to a Beneficiary.

Exclusions
The Insurer will not pay any claim for any serving officer of the Police who is a Beneficiary in respect of this section of cover unless Legal Proceedings are not funded by the Police Federation or the Chief Constable.

SECTION 3 - RESIDENTIAL PROTECTION
Professional Fees incurred in the pursuit of Legal Proceedings following any event causing loss of or damage to the Home.

SECTION 4 - PEACEFUL OCCUPATION
Professional Fees incurred in the pursuit or defence of Legal Proceedings as a result of or any cause of action arising out of or relating to alleged infringement of:
   i) the Beneficiary’s legal rights; or
   ii) by the Beneficiary of the legal rights of another person arising out of or relating to the rightful occupation or ownership by the Beneficiary of the Home

Exclusions
The Insurer will not pay Professional Fees in respect of:
   i) any dispute relating to the letting or subletting of, or a licence to occupy, the Home
   ii) any lease tenancy or rental dispute other than where the Beneficiary has been unlawfully evicted from the Home
   iii) any dispute which in the first instance falls within the jurisdiction of the Rent, Rates or Land Tribunals or any appeals there from.

SECTION 5 - CONSUMER PROTECTION
Professional Fees incurred in the pursuit or defence of Legal Proceedings as a result of any contractual dispute arising out of a contract entered into by a Beneficiary where the amount in dispute exceeds £50.00 for:
   i) obtaining services including insurance
   ii) the sale, purchase or hire-purchase of any personal goods.

Exclusions
The Insurer will not pay Professional Fees in respect of:
   i) a contract of insurance dispute relating solely to quantum
   ii) a dispute arising from or relating to a contract entered into prior to the inception of the first Period of Insurance.

SECTION 6 - DATA PROTECTION
Professional Fees incurred in the defence of Legal Proceedings taken against the Beneficiary for compensation relating to the way that they have kept or used personal information about another person or organisation.

SECTION 7 - UNINSURED LOSS RECOVERY AND MOTOR PROSECUTION DEFENCE
Professional Fees incurred:
   i) in the pursuit of Legal Proceedings to recover uninsured losses incurred as a result of a motor accident causing loss or damage to the Vehicle
   ii) in the defence of Legal Proceedings taken against the Beneficiary arising from a breach of road traffic regulations relating to the Vehicle

Provided that:
i) the event giving rise to the **Legal Proceedings** occurred within the **Territorial Limits** and during the **Period of Insurance**
ii) **Legal Proceedings** will be heard by a **Court** within the **Territorial Limits**
iii) up to a limit of £2,500 in providing representation to a **Beneficiary** during an investigation where the **Vehicle** by the Police or government agency as a result of incorrect information being held about the **Beneficiary** or the **Vehicle** on the Motor Insurance Database
iv) up to a limit of £10,000 in providing representation to a **Beneficiary** for Motor Prosecution Defence.

**Exclusions**
The **Insurer** will not pay **Professional Fees** in respect of:

i) the first £50 of any **Professional Fees** incurred in relation to Motor Prosecution Defence other than where it is confirmed by **Our Appointed Representative** that reasonable prospects for successful defence exist
ii) any **Beneficiary** in respect of their activities or work as a Police Officer where funding is available from the Police Federation, Chief Constable or any other appropriate body
iii) **Legal Proceedings** relating to parking offences
iv) **Legal Proceedings** where the **Beneficiary** does not have a valid driving licence
v) **Legal Proceedings** where the **Beneficiary** does not have the appropriate motor insurance policy, valid road tax certificate/disc, or MOT certificate for the **Vehicle**.

**SECTION 8 - DISCRIMINATION**
**Professional Fees** incurred in the defence of Civil **Legal Proceedings** brought against the **Beneficiary** alleging discrimination related to sex, race, age, religion or disability at work.

**SECTION 9 - PROBATE**
**Professional Fees** incurred in the pursuit of **Legal Proceedings** by the **Beneficiary** in respect of a probate dispute involving the will of the **Beneficiary's parents, grandparents, children, step-children or adopted children**.

**SECTION 10 - EMPLOYMENT**
**Professional Fees** incurred in the pursuit of **Legal Proceedings** between a **Beneficiary** and their employer in respect of a contract of employment dispute.

**Exclusions**
The **Insurer** will not pay **Professional Fees** in respect of:

i) the **Beneficiary's** activities as a Police Officer
ii) employees of the Police force in respect of their activities outside of serving as an Officer unless the Chief Constable has approved the activity and this can be evidenced.

**SECTION 11 - FUND TRUSTEE DEFENCE**
**Professional Fees** incurred in the defence of any civil **Legal Proceedings** against the **Beneficiary** in respect of any act or omission or alleged act or omission as a trustee of a fund set up by the **Beneficiary's** employer.

**SECTION 12 - REPRESENTATION AT PUBLIC ENQUIRIES**
**Professional Fees** incurred in respect of representation of a **Beneficiary** at a public enquiry ordered by a **District Auditor**.

**SECTION 13 - INDEPENDENT OFFICE FOR POLICE CONDUCT**
**Professional Fees** incurred by the **Beneficiary** for representation by an **Appointed Representative** at an investigation by the Independent Office for Police Conduct, provided that the **Beneficiary** is a Police Staff member at the time at which the investigation occurs.

**SECTION 14 - DISCIPLINARY HEARINGS**
**Professional Fees** incurred in providing representation:

i) during an investigation where the **Beneficiary** is subject to a **Regulation 15 Notice**
ii) in connection with a **Special Case Hearing**
iii) at a Disciplinary Hearing before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure.

**Exclusions**
The **Insurer** will not be liable for:

i) any matter where funding is available from the Police Federation or any other body
ii) any **Professional Fees** in excess of £20,000.

**SECTION 15 – DEBT ADVICE & BANKRUPTCY ASSISTANCE**
We will provide:

i) free, impartial and confidential debt advice for the **Beneficiary**, as an individual, from a **Debt Advice Specialist** (operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays).
ii) where filing for bankruptcy is recommended as the most appropriate option by **Our Debt Advice Specialist** and continues to be the most appropriate option, the **Insurer** or the **Debt Advice Specialist** shall:
   a) pay the fee required for filing for bankruptcy (debtor's petition)
   b) draft the bankruptcy petition and court documentation
   c) arrange and prepare the **Beneficiary** for their attendance at the bankruptcy hearing.

**SECTION 16 – EDUCATION**
**Professional Fees** incurred in appealing against a 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 **Beneficiary's** child at the school of their preference.

**Exclusions**
The **Insurer** will not be liable for claims:

i) arising where acceptance at the school involves examinations or other selection criteria
ii) 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
iii) arising prior to the submission of an application to the school or LEA
iv) arising where the LEA’s refusal occurred within the first 6 months of the first **Period of Insurance**
v) where the procedure for appealing against the decision to refuse a place at the school has not been followed
vi) where the child has been expelled, suspended or permanently excluded from another school
vii) for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

**SECTION 17 – TAXATION**
**Professional Fees** arising from or relating to a **Full Enquiry** by HM Revenue & Customs of a **Beneficiary’s** (or where a **Beneficiary** is acting in a voluntary capacity on a relative’s behalf under a Power of Attorney) personal tax affairs.

**Exclusions**
The **Insurer** will not be liable for:

i) any tax, interest or penalties the **Beneficiary** may have to pay to the HM Revenue & Customs
ii) any case where the Beneficiary or his/her tax advisor has not taken every due care to act according to tax legislation

iii) anything to do with a tax return which arrives after the legal deadline, or did not arrive at all

iv) an enquiry by the HM Revenue & Customs which is only concerned with one or more specific areas of the Beneficiary's tax return and which is not considered by the HM Revenue & Customs to be a Full Enquiry

v) any HM Revenue & Customs investigation or enquiry when they allege, or it becomes clear that they suspect, fraud

vi) any income earned by the Beneficiary as a self-employed person

vii) any money which has to be paid, or which the Insurer has already paid if the Beneficiary withdraws, without Our agreement, from the defence of a Full Enquiry by the HM Revenue & Customs

viii) any matter connected with a money-making activity (other than the Beneficiary's contract of employment or a normal private investment) or personal liability including a business, trade or profession; a personal venture for gain; a share in a partnership or a joint venture for gain; an investment which is not listed on a recognised UK stock exchange or a personal guarantee.

SECTION 18 – IDENTITY THEFT

In the event of an Occurrence of Identity Theft:

i) necessary Professional Fees and ancillary costs incurred:
   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 Beneficiary
   c) challenging the accuracy or completeness of any information in a Credit Reference Agency report and
   d) to create documents needed to prove the Beneficiary's innocence in terms of any financial irregularities committed unlawfully

ii) postal and phone costs the Beneficiary has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft

iii) fees charged for reapplying for a loan due to the original application being rejected solely because the lender received incorrect credit information

iv) the Beneficiary'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.

The events above must be as a result of an actual Identity Theft.

Exclusions

i) Any Identity Theft connected with your business, profession, or occupation

ii) Any legal action where the Beneficiary does not have a reasonable prospect of success

iii) Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by a Beneficiary, or any other person acting in collusion with a Beneficiary.

iv) 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 a Beneficiary discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institution, the Beneficiary must:

i) contact the Identity Theft helpline on 01384 377000

ii) make sure that they provide their address history for the last 6 years

iii) file a Police report within 12 hours of discovering the Identity Theft

iv) let their banks 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 Beneficiary must contact the Identity Theft helpline on 01384 377000 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 Beneficiary a dedicated case manager 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 Beneficiary access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Beneficiary’s behalf and post these to them for signing and sending on to the agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

SECTION 19 - ASSISTANCE

The provision of professional assistance and guidance to the Beneficiary in respect of any personal legal or quasi legal problem of the Beneficiary. Provided that:-

i) the Insurer shall be at liberty to procure the provision of such assistance by Us to the Beneficiary

ii) the assistance will be given via the telephone on request by the Beneficiary. Any advice comprised within the assistance provided will be confirmed in writing where considered necessary by Us or requested by the Beneficiary

iii) the Insurer will not be liable to the Beneficiary for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its control.

Exclusions

i) We shall not be obliged to correspond negotiate or otherwise deal on the Beneficiary’s behalf with any third party

ii) We will not provide assistance on matters relating to a dispute under this policy between the Policyholder, any Beneficiary, the Agent and Us, the Insurer, their servants or agents.

SECTION 20 – POLICE PENSION MEDICAL APPEALS

Professional Fees in relation to the instruction of a representative to prepare and present an appeal brought under the Police Pensions Regulations and the Police (Injury Benefit) Regulations up to and including a Police Medical Appeal Board.

Exclusions

Any cost associated with:

i) An appeal where funding for such has not first been sought via the Police Federation of England and Wales and if such request declined, subsequently appealed.

ii) The obtaining of medical or other reports.

iii) An appeal that is deemed frivolous or vexatious and panel costs are awarded against the appellant (or any costs to appeal against such a finding).

iv) Postponement, adjournment, withdrawal with inadequate notice (as defined by the regulations) or failure to attend the hearing, where the appellant is at fault.
v) A legal challenge to any regulations or decision made by the Medical Appeal Board.
vi) A Judicial Review.
vi) Claims where the Beneficiary is not a current Member or where the Beneficiary was not a Member at the time of the respective injury.

EXCEPTIONS

The Insurer will not cover a Beneficiary in respect of:

1. an Insured Event
   i) where the cause of action was completed or the alleged offence committed prior to the inception of this certificate, unless previous legal expenses insurance covering the Insured Event was effective at the Time of Occurrence and there has been no break in insurance cover since that time
   ii) where the Time of Occurrence commenced prior to the commencement of the insurance
   iii) where the Time of Occurrence commenced prior to you being a Member.

2. Professional Fees incurred prior to Our written acceptance of the claim or the expenses of an expert witness unless Our prior written approval has been received.

3. Professional Fees incurred that exceed our normal Standard Professional Fees where a Beneficiary appoints an Appointed Representative of their own choice.

4. The failure to give proper instructions in due time to the Appointed Representative.

5. Any delay by the Beneficiary which in Our opinion is prejudicial to the conduct of the claim.

6. Any dispute with the Policyholder, Agent, Insurer and/or Us.

7. Any Professional Fees incurred in the pursuit or defence of Legal Proceedings where the Beneficiary withdraws from a claim without Our prior consent.

8. 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.

9. A dispute between any Beneficiaries.

10. Any dispute or claim or prosecution deliberately or intentionally solicited by the Beneficiary.

11. Professional Fees incurred as a result of delays by the Beneficiary which are in Our opinion prejudicial to the conduct of Legal Proceedings.

12. Legal Proceedings in a constitutional international or supra national Court other than the European Court of Justice and the Commission and Court of Human Rights.

13. Any matter in respect of which the Beneficiary is otherwise insured, or but for the existence of this Insurance, would be otherwise insured, or where payment of Professional Fees is provided by the Chief Constable or Police Federation.

14. Any Legal Proceedings relating to or arising from the course of Police duty, other than proceedings under Section 1, 6, 7, 8, and 14 (Criminal Prosecution Defence, Data Protection, Uninsured Loss Recovery and Motor Prosecution Defence, Discrimination and Disciplinary Hearings) where representation or provision of cover for Professional Fees is not provided under the rules of the Federation Fund, by the Chief Constable or other appropriate body.

15. A matrimonial or cohabitation dispute except in so far as any claim relates to a dispute with a Beneficiary’s professional advisors or a criminal prosecution.

16. Libel, slander, defamation, verbal injury or malicious falsehood.

17. i) The ownership use or possession wholly or in part of any property or goods for the conduct of any profession, business or trade other than for normal full time employment.
   ii) A contract entered into in connection with the conduct of any profession, business or trade.

18. Securities, shares, interests or guarantees in any body corporate or otherwise.

19. Patents, copyrights, trade or service marks, registered designs.

20. Intellectual property agreements, including secrecy and confidentiality clauses or agreements.

21. Subsidies, mining, landslip or heave.

22. i) The compulsory purchase, confiscation, nationalisation, requisition or destruction of, or restrictions or controls placed on, or damage to any property.
   ii) The actual, planned or proposed construction, closing, adaptation or repair of roads or bridges.
   iii) The actual, planned or proposed construction, demolition or adaptation of buildings, housing including the Home or other works by or under the order of any inter-governmental, governmental, public or local authority other than accidental damage arising from such activities.

23. Any work carried out in on or for the benefit of land or buildings other than the Home.

24. Any fines or penalties in any circumstances or damages or compensation awarded against the Beneficiary.

25. The use of a Vehicle for racing, rallies or competition.

26. Professional Fees arising directly or indirectly from:
  i) equipment failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all
  ii) computer viruses.

27. The cover provided under sections 1, 6, 8, 10, 12, 13, and 14 of this insurance will not pay any claim arising from an on duty decision for a member of ACPO or Superintendent rank or above.

28. Any claim where a Beneficiary is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Beneficiary towards Professional Fees incurred under the Crown Court Means Testing scheme.

29. War

30. Terrorism

31. Radiation

32. Electronic Data

33. Any claim that could have been accepted or rejected under a previous or new legal expenses policy for the reason of the policy being written on a different claims notification basis.
1. **CONSUMER INSURANCE ACT**
You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

   i) 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.
   
   ii) To make sure that all information supplied as part of your application for cover is true and correct.
   
   iii) 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.

2. **DUE OBSERVANCE**
The due observance of and compliance with the terms provisions and conditions of this policy insofar as they relate to anything to be done or complied with by the **Beneficiary** shall be conditions precedent to any liability of the **Insurer** to make any payment hereunder.

3. **CANCELLATION**
If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Us or Your agent within 14 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 by informing Your agent however no refund of premium will be payable.

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:

   i) Where we reasonably suspect fraud.
   
   ii) Non-payment of premium.
   
   iii) Threatening and abusive behaviour.
   
   iv) Non-compliance with policy terms and conditions.
   
   v) 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 a serious non-disclosure, 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 we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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

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

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

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

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

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

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

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

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

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

To view our full privacy notice, you can go to https://www.legalim.co.uk/policyholder-privacy-notice or request a copy by emailing us at dataprotection@legalim.co.uk. Alternatively, you can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands DY5 1XF.
5. **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.

6. **LAW**

This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder’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.

7. **COMPLAINTS PROCEDURE**

In the event of a complaint arising under this insurance, You should in the first instance contact Legal Insurance Management Ltd.

Write to us at:

The Managing Director
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Alternatively, email us at claims@legalim.co.uk

If you wish to raise a complaint verbally, please call us on 01384 377000.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 8SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

8. **COMPENSATION SCHEME**

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

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### CLAIMS SETTLEMENT CONDITIONS

1. **CONSENT**

   Our consent to pay Professional Fees must be obtained in writing. Professional Fees incurred before such consent is given will not be covered. Consent will be given subject to the agreement of the Policyholder that we may pay the Beneficiary’s claim and if the Beneficiary can satisfy Us that;
   
   i) there are reasonable prospects of achieving the remedy or result sought by the Beneficiary and
   
   ii) it is necessary in all the circumstances for Professional Fees to be provided.

   The decision to grant consent will take into account the advice of the Beneficiary’s Appointed Representative as well as that of Our own advisers. We may require at the Beneficiary’s expense an opinion of counsel on the merits of Legal Proceedings. If at any time We or the Appointed Representative consider that the claim or Legal Proceedings do not have such prospects, We will advise the Beneficiary in writing and notify the Beneficiary that the Insurer’s liability to pay any further Professional Fees will cease 14 days after the Beneficiary received the notice.

   No Professional Fees may be incurred after the Beneficiary receives the notice unless We have given written consent. We will not unfairly withhold Our consent, where to do so is likely to prejudice the claim or Legal Proceedings. If the Beneficiary decides to commence or continue Legal Proceedings for which We have denied consent on ground i) immediately above and is successful the Insurer will pay Professional Fees as if We had given Our consent in the first instance.

2. **MINIMISING CLAIMS OR LEGAL PROCEEDINGS**

   The Beneficiary must take all necessary measures to minimise the risk or likelihood of claims, and the cost of Legal Proceedings.

3. **ARBITRATION**

   Any dispute between the Policyholder and the Insurer in respect of this policy shall, at the request of either party, be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the Law Society or by the Bar Council or appropriate professional body within the Territorial Limits.

   All costs of the arbitration shall 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. If the decision is made in favour of the Insurer the Policyholder’s costs shall not be recoverable under this Policy.

4. **FRAUDULENT CLAIMS**

   You must not act in a fraudulent way. If you or anyone acting for you:
   
   i) Fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy.
   
   ii) Fails to reveal or hides a fact likely to influence the cover we provide.
   
   iii) Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.
   
   iv) Sends us a statement to us or anyone acting on our behalf, knowing the statement to be false.
   
   v) Sends us or anyone acting on our behalf a document, knowing the document to be forged or false.

   If your claim is in any way dishonest or exaggerated, 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.

6. APPEAL PROCEDURE

If the Beneficiary wishes to appeal against the judgement of a Court reasons must be submitted to Us and Our consent obtained. This application must be sent by recorded delivery at least ten working days before the final date for lodging the appeal and We will inform the Beneficiary of Our decision. If We so require the Beneficiary must co-operate in an appeal against the judgement of a Court.

7. CONDUCT OF LEGAL PROCEEDINGS

i) Nominated of the Appointed Representative

Having received notification from the Beneficiary of a claim, We may make an investigation into the dispute and attempt to achieve a fair settlement, using an external representative where We consider it necessary. The Beneficiary has the right to nominate a solicitor or appropriately qualified person or firm to act as an Appointed Representative in any Legal Proceedings. The solicitor, person or firm will be appointed by Us in the name of and on behalf of the Beneficiary. Where the Beneficiary decides to appoint an Appointed Representative by their choice, We shall only be responsible for the Professional Fees. Any Professional Fees in excess of those Standard Professional Fees shall be the sole responsibility of the Beneficiary. In nominating the solicitor, person or firm to act as an Appointed Representative the Beneficiary will be subject to the common law duty to mitigate the amount of Professional Fees. Any dispute arising from the Beneficiary’s choice of solicitor, or firm to act as an Appointed Representative may be referred to Arbitration in accordance with Claims Settlement Condition 3.

We will hold the control of the claim, in consultation with the Appointed Representative and the Beneficiary must follow the Appointed Representative’s advice. The Beneficiary must commence Legal Proceedings or take any steps to enter a defence to Legal Proceedings received without our written consent. We will not unfairly withhold Our consent. If at any time during the conduct of the claim We become aware of a potential conflict of interest, the Beneficiary will be informed in writing, and has the right to nominate a solicitor or other appropriately qualified person or firm to act as an Appointed Representative to take over the conduct of any claim.

ii) All information to be given to the Appointed Representative

The Beneficiary will provide proper assistance as soon as possible and co-operate fully with Us, the Appointed Representative, and any counsel which has been appointed by the Appointed Representative. This must include a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Beneficiary’s possession. The Beneficiary must obtain or execute all documents as may be necessary and attend any meetings or conferences when requested. The Beneficiary must keep Us or the Appointed Representative informed of all developments as soon as possible after these developments arise.

iii) Access to the Appointed Representative

We are entitled to obtain from the Beneficiary's Appointed Representative any information document or advice whether or not privileged relating to a claim under this insurance. On request the Beneficiary will give any instructions necessary to ensure such access.

iv) Instructions of counsel or appointment of expert witnesses

If the Appointed Representative wishes to instruct counsel or appoint expert witnesses We will not unfairly withhold Our consent. The names of counsel or the expert witnesses must be submitted to Us together with all explanation of the necessity for such action.

v) Option to Reimburse

Where in Our opinion, We or the Beneficiary would suffer no detriment, We may elect to pay the Beneficiary for the value of goods or services or the claim for damages.

vi) Subrogation

Before or after the Insurer pays the Beneficiary's claim under the policy, the Beneficiary must, if We ask, take or allow Us to take, in the Beneficiary’s name, all steps needed to enforce the Beneficiary’s rights against any other person, including the defence or settlement of any claim or the pursuit of a claim in any person’s name.

vii) Offer of settlement

The Beneficiary must inform Us in writing as soon as an offer to settle Legal Proceedings is received or made including a payment into court. The Beneficiary must not make or authorise any offer to settle the claim which would result in the payment of Professional Fees without Our consent. We will not unfairly withhold Our consent.

Any such agreement must take into account the Insurer's interest in the recovery of costs. If the Beneficiary unfairly withholds agreement to a settlement We reserve the right to withdraw Our support. If any offer or payment into court is not accepted by the Beneficiary and the amount of this offer or payment is equal to or greater than the total damages which the Beneficiary is eventually awarded, the Insurer will have no liability in respect of Professional Fees which were incurred after the date of such offer or payment into court, unless We agree to the continuation of the proceedings.

viii) Payment of Professional Fees

The Beneficiary must not without Our written consent enter into any agreement with the Appointed Representative as to the payment of Professional Fees. All bills relating to any Legal Proceedings which the Beneficiary receives from the Appointed Representative should be forwarded to Us without delay. Bills must be certified by the Beneficiary to the effect that the charges have been properly incurred and that We are authorised to settle on the Policyholder’s behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied. If requested the Beneficiary must ask the Appointed Representative to submit the bill of costs for taxation or certification by the appropriate Law Society or court in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1972. The provision of payment for any Professional Fees does not imply that all Professional Fees will be paid. If the Beneficiary or Policyholder believes that the Professional Fees have been incurred in excess of those agreed, the Insurer will have no liability in respect of Professional Fees which were incurred after the date of such offer or payment into court, unless We agree to the continuation of the proceedings.

ix) Recovery of costs and expenses

The Beneficiary through the Appointed Representative shall be responsible for the repayment to the Insurer of any award of costs in favour of the Beneficiary or any costs agreed to be paid to the Beneficiary as part of any settlement.

9. CONDITIONS APPLICABLE TO SECTION 15 & 19

i) The assistance will be provided via the telephone on request by the Policyholder or Beneficiary. We will confirm any legal advice in writing where necessary if requested by the Beneficiary.

ii) The assistance will be available to the Beneficiary between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays under Section 15 and 24 hours per day, 365 days per year under Section 19.

iii) The assistance will be provided to the Beneficiary in confidence and We will not, other than by order of Court, divulge to the Policyholder or any third party any confidential or personal information which may in any way tend to identify any Beneficiary or lead to disclosure of such Beneficiary's personal affairs.

iv) All consultants providing the assistance shall (where relevant to the nature of the service) observe the practice rules and professional standards required by the Law Society of England and Wales, of solicitors in private practice, for the time being in force, as the case may be.

v) Nothing contained in the policy shall preclude the Policyholder or any Beneficiary from seeking legal advice from any other source.
vi) Following termination of this insurance, We shall be under no obligation to provide the assistance to any former Beneficiary.

vii) We shall not be obliged to correspond negotiate or otherwise deal on the Beneficiary’s behalf with any third party.

viii) Any delay or failure by either party to enforce any right or obligation under this agreement shall not operate as a waiver of such right.

ix) We shall not be liable to the Policyholder or Beneficiary for any breakdown or failure of the service by virtue or force majeure, Act of God, strikes, mechanical or technological breakdown or any other matter outside its control.

x) Any dispute between the parties relating to the interpretation or effect of this section shall be referred to arbitration in accordance with Claims Settlement Condition 3.

xi) Any notice to be served hereunder shall be given by letter or facsimile transmission addressed to the other party at its last known address and any such notice shall be deemed to have been given at the time at which such letter or facsimile transmission would be delivered in the ordinary course of post or transmission as the case may be.