

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, 9, 11, 12, 13, and 14 the **Member**

In respect of Section 1 and 16 the **Member** and the **Member's** spouse or cohabiting partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.

In respect of Sections 2, 5, 6, 7, 8, 10, 16, 17, and 18 the **Member** and:-

- i) the **Member's** spouse or cohabiting partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- ii) children including stepchildren adopted children foster children and grandchildren normally resident with the **Member**
- iii) the parents and grandparents of the **Member** and the **Member's** spouse or cohabiting partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.

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.

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.

INSURER

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 Königinstrasse 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 subsequently 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 14 - Debt Advice or Bankruptcy Assistance.

MEMBER

Members of NCOA and who 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 NCOA Insurance Scheme as particularised in the current Deed of Trust and shown on the policy schedule.

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**
- b) 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**.

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

- a) The United Kingdom, Isle of Man or the Channel Islands
- b) 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
- c) Worldwide only in respect of Section 1 (Criminal Prosecution Defence) sub section iii) (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.

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) Assessed income based contributions payable by the **Beneficiary** towards **Professional Fees** incurred under the Crown Court Means Testing

- scheme which exceed the **Claim Limit**
- iv) 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
 - v) 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) the **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** following the seizure of 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 £5,000 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 or in relation to Motor Prosecution Defence
- 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 POLICE COMPLAINTS COMMISSION INVESTIGATIONS

Professional Fees incurred by the **Beneficiary** for representation by an **Appointed Representative** at an investigation by the Independent Police Complaints Commission, provided that the **Beneficiary** is a Police Staff member of the NCOA at the time at which the investigation occurs.

SECTION 14 – 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 15 - 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 16 – 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 arrived 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 17 – 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 institutions, 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 18 - 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.

EXCEPTIONS

The **Insurer** will not cover a **Beneficiary** in respect of:-

1. an **Insured Event**
 - (a) where the cause of action was completed or the alleged offence was 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
 - (b) where the **Time of Occurrence** commenced prior to the commencement of the insurance
 - (c) where the **Time of Occurrence** commenced prior to you being a **Member**
2. (a) **Professional Fees** incurred prior to **Our** written acceptance of the claim; or
(b) the expenses of an expert witness unless **Our** prior written approval has been received
(c) **Professional Fees** incurred that exceed our normal **Standard Professional Fees** where a **Beneficiary** appoints an **Appointed Representative** of their own choice
3. the failure to give proper instructions in due time to the **Appointed Representative**
4. any delay by the **Beneficiary** which in **Our** opinion is prejudicial to the conduct of the claim
5. any dispute with the **Policyholder**, **Agent**, **Insurer** and/or **Us**
6. any **Professional Fees** incurred in the pursuit or defence of **Legal Proceedings** where the **Beneficiary** withdraws from a claim without **Our** prior consent
7. a dispute between any **Beneficiaries**
8. any dispute or claim or prosecution deliberately or intentionally solicited by the **Beneficiary**
9. **Professional Fees** incurred as a result of delays by the **Beneficiary** which are in **Our** opinion prejudicial to the conduct of **Legal Proceedings**
10. **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
11. 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 Revenue and Customs
12. 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
13. libel, slander, defamation, verbal injury or malicious falsehood
14. (a) 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
(b) a contract entered into in connection with the conduct of any profession, business or trade
15 securities, shares, interests or guarantees in any body corporate or otherwise
16. patents, copyrights, trade or service marks, registered designs
17. intellectual property agreements, including secrecy and confidentiality clauses or agreements
18. subsidence, mining, landslip or heave
19. (a) the compulsory purchase, confiscation, nationalisation, requisition or destruction of, or restrictions or controls placed on, or damage to any property
(b) the actual, planned or proposed construction, closing, adaptation or repair of roads or bridges
(c) 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
20. any work carried out in on or for the benefit of land or buildings other than the **Home**
21. any fines or penalties in any circumstances or damages or compensation awarded against the **Beneficiary**
22. the use of a **Vehicle** for racing, rallies or competition
23. **Professional Fees** arising directly or indirectly from
 - a) 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

- b) computer viruses
Equipment includes computers and anything else, which has a microchip in it; computers include hardware software data electronic data processing equipment and other computing and electronic equipment linked to a computer; microchips include integrated circuits and microcontrollers; computer viruses include any program or software which prevents any operating system computer program or software working properly or at all
24. 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.
25. War
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
26. Terrorism
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
27. Radiation
Any direct or indirect consequence of:
Irradiation, or contamination by nuclear material; or
The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
28. Electronic Data
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

CONDITIONS

1. CONSUMER INSURANCE ACT

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

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

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

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

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

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

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

4. DATA PROTECTION

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

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

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

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 write to: -

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF.

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0845 080 1800
www.financial-ombudsman.org.uk

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

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

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

If any **Beneficiary** makes any request for payment under this Policy knowing it to be fraudulent or false in any respect (or in circumstances where it ought to be known to be so) or where there is collusion between the parties to a dispute then entitlement to all benefits under this policy shall be lost.

5. NOTIFICATION OF CLAIMS

It is a condition precedent to the **Insurer's** liability that **We** must be notified in writing immediately the **Beneficiary** is aware of any actual or alleged act omission or dispute which has given or may give rise to any **Legal Proceedings** involving the **Beneficiary**. This is a 'Claims Made' policy. It only covers claims notified to **Us** during the **Period of Insurance** and within six months of any circumstance which may give rise to any claim. UK General Insurance Ltd is an insurer's agent and in the matters of a claim acts on behalf of the **Insurer**.

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

a) Nomination 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** of their own choice, **We** shall only be responsible for payment of **Standard 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 have control of the claim, in consultation with the **Appointed Representative** and the **Beneficiary** must follow the **Appointed Representative's** advice. The **Beneficiary** must not 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.

b) All information to be given to the Appointed Representative

The **Beneficiary** will give 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.

c) 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.

d) Instruction 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.

e) 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.

f) 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.

g) 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.

h) 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** is in doubt **We** should be consulted.

i) 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.

8. CONDITIONS APPLICABLE TO SECTION 18 - ASSISTANCE

a) 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**

b) The assistance will be available to the **Beneficiary** 24 hours per day, 365 days per year

c) 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

d) 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

e) Nothing contained in the policy shall preclude the **Policyholder** or any **Beneficiary** from seeking legal advice from any other source

f) Following termination of this insurance, **We** shall be under no obligation to provide the assistance to any former **Beneficiary**

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

h) 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

i) **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

j) 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

k) 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.