

Family Legal Expenses Policy Wording

Introduction

Brightside is a trading style of Brightside Insurance Services Ltd. This Family Legal Expenses policy will run concurrently with your Brightside home policy for a maximum of 12 months. If you arranged this policy after the start date of your home insurance policy, cover will be provided from the date you bought it and will end on the expiry date of your home insurance policy as detailed on your policy schedule.

This insurance is arranged by Direct Group Limited, administered by Legal Insurance Management Limited and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

This Policy Will Cover

We will pay **your** claim in accordance with **our standard legal expenses** and where requested by **you** any other **insured person** up to the **claim limit** subject to the terms, conditions and exclusions of this policy, against **legal expenses** arising from an insured **event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

Important Information

This is a contract of insurance between **you** and the **insurer**. The insurance provided covers **legal expenses** subject to the terms, **claim limit**, exclusions and conditions contained herein, in respect of an **event** which occurs within the **territorial limits** and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Demands and Needs

This policy meets the demands and needs of customers who want to insure against the cost of common civil legal claims. The policy will cover **you** for up to £50,000.00 in respect of certain risks. Brightside does not make any personal recommendation as to whether this policy will suit **your** individual circumstances.

Cancelling Your Policy

If **you** decide that for any reason, this policy does not meet **your** insurance needs **you** have the right to cancel it at any time by contacting Brightside on 0333 130 0428 or writing to:
Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL

If the policy is cancelled for any reason within the first 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later ('cooling off period'), **you** will be entitled to a full refund of the premium as long as **you** have not made a claim and do not intend to make a claim on the policy.

If the policy is cancelled for any reason after the first 14 days no refund of premium will be payable.

Insurer's right to cancel

This policy runs concurrently with **your home** insurance policy. If **your home** insurance policy is cancelled for any reason this policy will also be cancelled by **us**.

We may cancel **your** policy, but only if there is a valid reason for doing so. Valid reasons include (but are not limited to):

- Fraud;
- Non-payment of premium;
- Threatening and abusive behavior against **our** or the **administrator's** staff;
- Non-compliance with policy terms and conditions.

Where **we** have cancelled **your** policy for these reasons, no refund of premium would be made.

Making A Claim 24/7

All potential claims must initially be reported to **our** appropriate Claims Notification and Helpline detailed below:

Legal Claims Notification & Advice Helpline – 01384 884077

Operates 24 hours a day, 365 days a year. This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Claims Notification Helpline Service – 01384 377000

Tax Advice Helpline Service – 01455 852034

Identity Theft Claims Notification & Advice Helpline Service – 01384 397757

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of tax or **identity theft** issues and cannot assist with any other insurance matter.

This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that we decline to pay a claim for your legal expenses.

If **you** can convince **us** that there are reasonable prospects of being successful in **your** claim and that it is necessary for **legal expenses** to be paid **we** will:

1. Take over the claim on **your** behalf;
2. Appoint a specialist of **our** choice to act on **your** behalf.

We may limit the **legal expenses** that **we** pay under the policy where:

1. **We** consider it is unlikely a sensible settlement of **your** claim will be obtained; or
2. There is insufficient prospects of obtaining recovery of any sums claimed; or
3. The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.

Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional **we** must agree this in advance and **you** will be responsible for any **legal expenses** in excess of those which **our** own specialists would normally charge **us** (Details are available upon request).

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **legal expenses** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

To help **us** monitor **our** service standards, telephone calls may be recorded. Please do not phone the Helpline to report a general insurance claim.

We will not accept responsibility if the Helpline services are unavailable for reasons **we** cannot control.

Definitions

The words or phrases listed below have the following meaning wherever they appear in this document:

Agent

Direct Group Limited.

Aspect Enquiry

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** or an **insured person's** interests.

Claim Limit/s

£50,000 being the amount **we** will pay in respect of any one claim and the total amount payable within any one **period of insurance**.

Computer Virus

Means 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.

Court

A court, tribunal or other competent authority.

Credit Reference Agency

Equifax, Experian, and Call Credit.

Electronic Data

Means facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for **legal expenses** and/or payment of a benefit under this policy.

Home

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

Identity Theft

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

Indirect Losses

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

Insured Person

- a) The **policyholder** named in the **schedule**;
- b) The **policyholder's** husband, wife, civil partner or partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates; or
- c) The **policyholder's** children and parents, normally resident in the **home**.

Insurer

UK General Insurance Ltd on behalf of Ageas Insurance Ltd.

Legal Expenses

Legal and accountancy fees and costs including disbursements properly incurred by the **authorised professional**, with **our** prior written authority including costs incurred by another party for which **you** are made liable by **court** order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an insured **event**. **Legal expenses** will include VAT where it cannot be recovered.

Legal Proceedings

When formal **legal proceedings** are issued against an opponent in a **court** of law.

Payment Card

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

Period of Insurance

This policy will run concurrently with **your** Brightside home insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** home insurance policy cover will be provided from the date **you** bought it and will end on the expiry date of **your** home insurance policy as detailed on your **schedule**. If **your** Brightside home insurance policy is cancelled for any reason this policy will also be cancelled.

Policyholder, You, Your

The person who has paid the premium and is named in the **schedule** as the policyholder.

Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

Schedule

The document which forms part of the Brightside home insurance policy alongside which **you** have bought this policy. It contains **your** name and the insured address.

Standard Legal Expenses

The level of **legal expenses** that would normally be incurred by **us** in using a nominated **authorised professional** of **our** choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Time of Occurrence

Civil Cases - when the **event** occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE.

Section A - Personal Injury

What is Covered

Pursuing a civil claim for damages in respect of death of or bodily injury to an **insured person** caused by negligence.

What is Excluded

1. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products);
2. any claim arising from a stress or psychological related condition;
3. any claim relating to the extended use of artificial tanning equipment;
4. a claim falling within the jurisdiction of a small claims **court**.

Section B - Consumer Disputes

What is Covered

Pursuing or defending claims arising out of a contract entered into by or on behalf of an **insured person** for:

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

Claims within Small Claims Court Limits

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

Claims above Small Claims Court Limits

The payment of **legal expenses** incurred by the appointed professional appointed by **us**.

What is Excluded

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

Section C - Home Rights

What is Covered

The pursuit of civil claims:

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

What is Excluded

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

Section D – Taxation

What is Covered

Legal expenses arising from or relating to an **aspect enquiry** or an in-depth HM Revenue & Customs investigation of an **insured person's** personal tax affairs.

What is Excluded

Legal expenses arising:

1. from or relating to **aspect enquiries** less than £100;
2. where the investigation or enquiry had commenced before the first **period of insurance** or the **insured person** should have realised that a claim might occur;
3. from investigation or enquiry by or transfer to the special compliance office;
4. as a result of a false or misleading statement or representation to the HM Revenue & Customs;
5. from deficiencies in books, records, accounts or returns including the costs of repairing a return;
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.

Section E – Employment

What is Covered

A dispute with an **insured person's** employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.

What is Excluded

1. Situations where the dispute arises within the first 90 days of the first **period of insurance** unless **you** can provide evidence that **you** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.

Section F – Education

What is Covered

Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the **insured person's** child or children at the state school of their preference, subject to a **claim limit** of £5,000 any one claim.

What is Excluded

Claims:

1. arising where acceptance at the school involves examinations or other selection criteria;
2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA;
3. arising prior to the submission of an application to the school or LEA;
4. arising where the LEA's refusal occurred within the first 3 months of the first **period of insurance** unless **you** held equivalent insurance immediately prior to the commencement of this policy;
5. where the procedure for appealing against the decision to refuse a place at the school has not been followed;
6. where the child has been expelled, suspended or permanently excluded from another school;
7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Section G – Probate

What is Covered

The pursuit of claims by the **insured person** in respect of a probate dispute involving the will of the **insured person's** parents, grandparents, children, step-children or adopted children.

What is Excluded

1. Any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

Section H - Jury Service Expenses

What is Covered

The actual loss of the salary or wages of an **insured person** for the time off work to attend a **court** for jury service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant **court**.

What is Excluded

The first 5 days of such service.

Section I - Identity Theft

What is Covered

Following an **event of identity theft**:

1. necessary **legal expenses** 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 **insured person**;
 - c) challenging the accuracy or completeness of any information in a **credit reference agency** report; and
 - d) to create documents needed to prove the **insured person's** innocence in terms of any financial irregularities committed unlawfully;
2. postal and phone costs the **insured person** has to pay in dealing with financial institutions, the police and credit reference agencies to report or discuss an actual **identity theft**;
3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information;
4. the **insured person's** lost earnings as a result of time away from work to go and see the Police, financial institutions or credit reference agencies to report or discuss an actual **identity theft**.

The **events** above must be as a result of an actual **identity theft**.

What is Excluded

1. Any **identity theft** connected with **your** business, profession, or occupation;
2. any legal action where the **insured person** does not have a reasonable prospect of success;
3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an **insured person**, or any other person acting in collusion with an **insured person**;
4. any **indirect losses** other than as identified above.

Identity Theft Claims Conditions

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

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

1. contact the **identity theft** Claims Notification and Advice Helpline Service on 01384 397757;
2. make sure that they have their address history for the last 6 years;
3. file a Police report within 12 hours of discovering the **identity theft**;
4. let their financial institutions, **payment card** company (ies) and all other accounts know of the **identity theft** within 12 hours of discovering the **identity theft**;
5. fill out and return any claim forms including an authorisation for **us** to obtain records and other necessary information, if these are applicable;
6. 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;
7. immediately send **us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
8. take all necessary action to prevent further damage to their identity.

Identity Theft Claims Process

The **insured person** must contact the identity theft Claims Notification and Advice Helpline on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **us** to decline the claim.

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

The service will give the **insured person** access by phone to repair their credit file or files following an **identity theft**.

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

General Policy Conditions

This insurance does not cover:

1. **legal expenses** incurred:
 - a) in respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance;
 - b) where the **insured person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;
 - c) before **our** written acceptance of a claim;
 - d) before **our** approval or beyond those for which **we** have given **our** approval;
 - e) where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**;
 - f) where **you** are responsible for anything which in **our** opinion prejudices **your** case;
 - g) if **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
 - h) where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination.
All costs incurred up until this stage will become **your** responsibility;
 - i) in respect of the amount in excess of **our standard legal expenses** where **you** have elected to use an **authorised professional** of **your** own choice;
2. the pursuit continued pursuit or defence of any claim if **we** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**;
4. appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable **prospects of success**;
5. any **legal expenses** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **you** are ordered to pay by a **court**, tribunal or arbitrator;
7. claims arising from an **event** arising from **your** deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage **your** reputation;
9. **legal expenses** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements;
10. **legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational **courts** or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with **us** not dealt with under the arbitration condition;
13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
14. an application for judicial review;

15. any **legal expenses** incurred in defending or pursuing new areas of law or test cases;
16. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
17. any matter in respect of which an **insured person** is entitled to Legal Aid where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **legal expenses** incurred under the Crown Court Means Testing scheme where this applies;
18. any **legal expenses** relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under insured **event** – Criminal Prosecution Defence;
19. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
20. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products);
21. any claim arising from a stress or psychological related condition;
22. disputes between an **insured person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **insured person's** professional advisor;
23. a claim falling within the small claims track limits (other than as detailed within insured **events** – consumer disputes);
24. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **insured person** including but not limited to any personal guarantee and investment in unlisted companies;
25. **legal proceedings** between an **insured person** and a central or local government authority:
 - a) unless an insured person has suffered or could suffer pecuniary loss if the **legal proceedings** are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
26. Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.
27. 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. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - a) involves violence against one or more persons; or
 - b) involves damage to property; or
 - c) endangers life other than that of the person committing the action; or
 - d) creates a risk to health or safety of the public or a section of the public; or
 - e) is designed to interfere with or to disrupt an electronic system.

This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
29. Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Policy Conditions

Awareness

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing **our** consent to incur **legal expenses**.

We will not enter into dialogue or correspond with anyone other than **you** (or with **your** agreement an **insured person**) or **your** or the **insured person's** personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **you** can satisfy **us** that there are reasonable **prospects of success** in pursuing or defending **your** claim and that it is necessary for **legal expenses** to be paid.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your prospects of success** are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **legal expenses** for this claim.

We may limit any **legal expenses** that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

UK General Insurance Ltd is an **insurers** agent and in the matters of a claim act on behalf of the **insurer**.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration in accordance with the policy conditions.

Where **you** have elected to use **your** own nominated **authorised professional** **you** will be responsible for any **legal expenses** in excess of **our limits legal expenses**.

Conduct of Claim

You shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.

We shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.

We will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or **agent** or other person without **our** agreement.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Due Care

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

Acts of Parliament

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Disputes resolution

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Notification and Advice Helpline Service

The Legal Advice Helpline Service provides advice on any legal problem affecting the **policyholder**.

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support or via the website.

Legal Claims Notification & Advice Helpline Service Number: 01384 884077

Tax Claims Notification Service: 01384 377000

Tax Advice Helpline Service: 01455 852034

Identity Theft Claims Notification & Advice Helpline Service: 01384 397757

Identity Theft Website: www.legalim.co.uk/idtheft

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the **event** of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Customer service & complaints

This complaints procedure does not affect **your** legal rights.

Questions or complaints about the sale of your policy

If **you** have a question or concern about, or **you** wish to make a complaint about, how **your** policy was sold to **you** (including the information **you** were given before **you** bought the policy), or about the general service **you** received, please in the first instance contact Brightside on 0333 130 0428 or writing to: Brightside, Brightside Park, Severn Bridge, Aust, Bristol BS35 4BL

If **you** remain dissatisfied **you** may refer the matter directly to the Financial Ombudsman Service (contact details are given below).

Questions or complaints about your policy or the handling of your claim

The aim is to provide **you** with a high quality service at all times. Every effort will always be made to sort out any enquiry or problem that **you** may have.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact:

The Managing Director

Legal Insurance Management Ltd

1 Hagley Court North

The Waterfront

Brierley Hill

West Midlands

DY5 1XF

Tel: 01384 377000

email: customerrelations@directgroup.co.uk

If **you** remain dissatisfied after the **administrator** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service. The address is:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone Number: 0800 0234 567 from a landline or 0300 1239 123 from a mobile.

E-mail: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. None of the above affects **your** statutory rights.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the **event** that 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 obtain further information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Consumer Insurance (Disclosure & Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all questions and to make sure that all information supplied to **us** is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the **event** of a claim.

You must contact **us** immediately in the **event** that there is a change to **your** circumstances, as follows:

1. **You** change **your** address;
2. **You** are convicted of a criminal offence or receive a police caution;
3. **You** have insurance refused, declined, cancelled or terms applied by another insurance provider.

Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our agents** in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area, some of which may not have equivalent Data Protection laws.

We may obtain information about **you** from credit reference agencies, fraud prevention agencies and similar organisations to enable **us** to check **your** credit status and identity. These agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries.

We may also check **your** details with fraud prevention agencies. If **you** provide false or inaccurate information and **we** suspect fraud, **we** will record **our** concerns. **We** and other organisations may use these records to help make decisions on insurance proposals and claims, prevent fraud, recover debt and check **your** identity to prevent money laundering.

Under Data Protection legislation, **you** can ask **us** in writing for a copy of certain personal records held about **you**.

Please write to Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF. A charge of £10 will be made.