

# Family Legal Expenses Insurance Policy - Gold

Master Certificate No: FAM LEI GOLD / 07 / 2018



This Family Legal Expenses Insurance Gold policy has been arranged by Lexelle Limited and underwritten by UK General Insurance Limited 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.

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Lexelle Limited is authorised and regulated by the Financial Conduct Authority.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. **You** can check **Our** details on the Financial Services Register <https://register.fca.org.uk/>.

## Type of Insurance and Cover Provided

The Lexelle Family Legal Expenses Insurance Gold Policy offers household **Family Members** protection for legal fees and costs for the insured events detailed under the heading '**Sections of Cover**'

## Policy Definitions

The following definitions are shown in bold text throughout this policy document and have the following meaning:

### **Authorised Representative (s)**

A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by **Us** to represent **Your** or an **Insured person's** interests

### **Civil Claim**

A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made

### **Condition**

An obligation which **You** must perform. If a **Condition** is not performed by **You**, **We** will not be under any liability to pay **You** anything under the terms of this policy

### **Computer Virus**

Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to '@trojan Horses', 'worms' and 'time or logic bombs.'

### **Defendant's Costs**

Legal costs and expenses the **Insured** or **Insured person** may become liable to pay to another party in making a **Civil claim** against that other party

### **Electronic Data**

Facts concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.

### **Family Members**

Any member of **Your** family (including civil partners and children for whom **You** or **Your** spouse/civil partner are the legal guardian) residing with **You** at the **Principal Home**

### **Free Legal Advice**

Basic legal advice over the telephone relating to a possible **Civil Claim** that has potential to fall under the cover provided by this policy. No correspondence will be entered in to when utilising this service

### **Insured (s)**

The person named in the schedule to this policy

### **Insured Person (s)**

The **Insured** and **Family Members**

**Insured's Only or Principal Home**

The property identified in the schedule to this policy, that is the insured's only or **Principal** home. **We** may, after receiving a written request from the **Insured**, accept a change of address however, the new address must be the insured's only or **Principal** Home

**Legal Advice**

Advice given by an **Authorised Representative**

**Legal Proceedings**

A claim for damages or compensation pursued in a court of law within England, Wales, Scotland, Northern Ireland, Channel Island or the Isle Of Man.

**Maximum Amount**

£75,000 (including a maximum of £50,000 for any Employment Dispute claims) in total, including **Professional Fess** and **Defendants Costs**, for one or more claims during a single **Period of Cover**

**Period of Cover**

The period stated in the schedule to this policy

**Professional Fees**

Legal fees and costs reasonably incurred by the **Authorised Representative**, with **Our** prior 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 **Your claim**. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the **Authorised Representative** and that **Our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT.

**Reasonable Prospect of Success**

Your **Civil Claim** is deemed to be more likely than not to be successful

**Small Claim (s)**

A claim for damages or compensation which is or may if **Legal proceedings** are issued be allocated to the **Small claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland, Northern Ireland, the Channel Island or the Isle Of Man.

**We, Our, Us, Insurer**

Lexelle Ltd as agents for the **Insurer**

**You, Your**

The person named as the **Insured** in the schedule to this policy or an **Insured person**

**Your Claim**

A claim by **You** falling within the Sections of Cover

## Sections of Cover

Subject to the terms, conditions and exclusions of this policy **Your** Legal Costs and Expenses will be covered up to a maximum of £75,000 (including a maximum of £50,000 for Employment Disputes)

AREAS OF COVER	EXCLUSIONS OR LIMITATIONS
<p><b>1. Free Legal Advice Line</b></p> <p>A <b>Free Legal Advice</b> line is offered for advice on personal legal matters falling under the sections of cover provided by this policy. Please telephone <b>03334 008216</b></p>	<p>a) This service only provides basic/generic legal advice over the telephone, no correspondence will be entered in to or considered</p> <p>b) This service cannot be used instead of making a claim under this policy or instructing a solicitor or other representative to act or provide formal legal advice.</p>
<p><b>2. Personal Injury</b></p> <p>This section of cover will provide legal assistance to recover compensation should you suffer personal injury or death</p> <p>The <b>Defendant's Costs</b> of any claim we accept under this policy, which <b>You</b> become liable to pay</p> <p>Where <b>Your</b> claim under this section of cover has been accepted <b>We</b> may provide rehabilitation treatment with a value up to £5,000</p>	<p>a) Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.</p> <p>b) Any injury caused in a road traffic or other incident where you were the driver or passenger in a private motorised vehicle</p> <p>c) Clinical or medical negligence claims</p> <p>d) Rehabilitation costs relating to injury or symptoms not relating to the claim accepted under this section and/or incurred without our written authority.</p>
<p><b>3. Employment Disputes</b></p> <p>For <b>Professional Fees</b> (up to £50,000) for <b>Us</b> to negotiate for <b>Your</b> legal rights concerning a claim against <b>Your</b> employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by <b>Your</b> employer falling within the jurisdiction of an Employment Tribunal.</p>	<p>a) The first £250 of <b>Professional Fees</b> incurred following acceptance of <b>Your</b> employment dispute claim under this policy. This is payable as soon as <b>We</b> accept the claim</p>
<p><b>4. Criminal Prosecution Defence</b></p> <p><b>We</b> will, pay the <b>Professional Fees</b> incurred in the successful defence of an <b>Insured Person</b> against a Criminal Prosecution. Provided that:</p> <ol style="list-style-type: none"> <li>1. The matter is reported to <b>Us</b> within 14 days of <b>You</b> being made aware of the potential prosecution.</li> <li>2. <b>Reasonable Prospects of Success</b> exist for the duration of the claim.</li> </ol>	<p>a) offences relating to a motor vehicle</p> <p>b) where in <b>Our</b> or the <b>Authorised Representative's</b> opinion there is not a genuine defence to the prosecution</p> <p>c) the date of the alleged offence is not within the <b>Period of Cover</b></p> <p>d) the offence relates to the <b>Insured Person's</b> business or profession, or in relation to a claim under an insurance policy/claim</p> <p>e) <b>Professional Fees</b> incurred where the charges against the <b>Insured Person</b> are not dismissed or the <b>Insured Person</b> is not <b>acquitted</b></p>
<p><b>5. Tax Protection</b></p> <p><b>We</b> will negotiate on <b>Your</b> behalf and represent <b>You</b> in any appeal proceedings in respect of a full enquiry by the Inland Revenue into <b>Your</b> personal tax affairs, if the full enquiry resulted from <b>Your</b> work as an employee.</p>	<p>a) Any enquiry involving/relating to any earnings outside your contracted full time employment.</p> <p>b) Self Employed persons</p>
<p><b>6. Jury Service</b></p> <p><b>We</b> will pay <b>Your</b> salary or wages for the time that <b>You</b> are off work whilst attending jury service that are not legally recoverable from the court or the <b>Your</b> employer</p> <p>The amount <b>We</b> will pay is based on the following: -</p> <ol style="list-style-type: none"> <li>a) The time <b>You</b> are off work, <b>We</b> will work out to the nearest half day, assuming that a whole day is eight hours</li> <li>b) If <b>You</b> work full time the salary or wages for each whole day equals 1/250<sup>th</sup> of <b>Your</b> annual salary or wages net of deductions for Income Tax and National Insurance contributions.</li> <li>c) If <b>You</b> work part time the salary or wages will be based on the last six months average earnings.</li> <li>d) In any event we will not pay more than £100 a day or £1,000 in total for any one claim.</li> <li>e) Copies of wage/salary slips and your employment contract will be required to support any claim.</li> </ol>	<p>a) The policy only covers loss of salary or wages that would be paid by <b>Your</b> employer if you had attended work, there is no cover for lost income or other losses suffered by a business or the Self Employed.</p> <p>b) There is no cover for loss of bonus or overtime</p>

AREAS OF COVER (cont'd)	EXCLUSIONS OR LIMITATIONS (cont'd)
<p><b>7. Contract Disputes</b></p> <p><b>We</b> will negotiate <b>Your</b> legal rights in a dispute arising from an agreement, which the <b>You</b> have entered into for: -</p> <ul style="list-style-type: none"> <li>a) The buying or hiring in of any goods or services; or</li> <li>b) The selling of any goods; or</li> <li>c) Buying or selling of <b>Your Principal Home</b></li> </ul> <p>Provided that: -</p> <p>The agreement has been entered into by <b>You</b> and the agreement was made during the <b>Period of Cover</b>; and</p> <p>The amount in dispute is more than £100</p>	<p>Any Claim relating to the following: -</p> <ul style="list-style-type: none"> <li>a) A contract regarding <b>Your</b> profession, business or employment; or</li> <li>b) A lease, licence or tenancy of land or buildings; or</li> <li>c) A dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement; or</li> <li>d) Construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building; or</li> <li>e) The sale or purchase of any land or building other than <b>your Principal Home</b>; or.</li> <li>f) A contract involving a motor vehicle; or</li> <li>g) Advice, sale, cover or settlement payable under an insurance policy or other financial product/service; or.</li> <li>h) The contract is not confirmed in writing.</li> <li>i) Items/property bought or sold via auction; or.</li> <li>j) The item/Property has previously been repossessed</li> <li>k) <b>Professional Fees</b> incurred and <b>Defendant's cost</b> where <b>Your</b> defence to a claim is not wholly successful.</li> </ul>
<p><b>8. Property Protection</b></p> <p><b>We</b> will negotiate for <b>Your</b> legal rights in a civil action relating to material property (including <b>Your Principal Home</b>), which is owned by <b>You</b>. following:</p> <ul style="list-style-type: none"> <li>a) An event which causes, or could cause, physical damage to such property</li> <li>b) Any nuisance or trespass</li> </ul>	<p>Any claim relating to the following: -</p> <ul style="list-style-type: none"> <li>a) A contract entered into by an <b>Insured Person</b>; or</li> <li>b) Any building or land other than the <b>Principal Home</b>; or</li> <li>c) Someone legally taking <b>your</b> material property, whether <b>you</b> are offered money or not, or restrictions or controls placed on <b>Your</b> material property by any government or public or local authority unless the claim is for accidental physical damage; or</li> <li>d) Work done by or on behalf of any government or public or local authority unless the claim is for accidental physical damage; or</li> <li>e) A motorised vehicle; or</li> <li>f) Mining subsidence; or</li> <li>g) Defending any claim for property damage caused by <b>You</b>, but defending a counter claim resulting from a claim being pursued under this policy is covered; or</li> <li>h) The first £250 of <b>Professional Fees</b> incurred following acceptance under this policy of <b>Your</b> claim for nuisance or trespass. This is payable as soon as <b>We</b> accept the claim</li> <li>i) Any matter where the valued of the loss is less than £100</li> <li>j) The sale or purchase of any land or building other than <b>Your Principal Home</b>.</li> </ul>

**We will not pay:** -

**Professional Fees and/or Defendant's costs**

- a) Of a **Small claim**
- b) Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- c) Where they are covered by another policy of insurance
- d) the value/amount in dispute is disproportionate to the time and **Professional Fees** involved in its pursuit
- e) In respect of any matter that was not caused by a specific or sudden incident/event
- f) In excess to those recoverable under the Civil Procedure Rules or other agreement between parties.
- g) In excess of what **We** would have paid to **Appointed Representatives** appointed by **Us** to undertake the same work.
- h) Incurred before **We** have received full details of/for any event or claim from **You** and **We** have accepted **Your** claim.
- i) In aggregate in excess of the **Maximum Amount**
- j) Where **Your claim** does not have a **Reasonable Prospect of Success**
- k) Where **Your** defence to a claims is not wholly successful
- l) Incurred after **You** or **We** have received **Legal Advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your Claim** or **Legal Advice** not to pursue or continue to pursue **Your Claim** by **Legal Proceedings**
- m) Incurred after **We** have told **You** that **We** consider **Your Claim** should be pursued by means other than by **Legal Proceedings**
- n) Of any appeal made without **Our** consent in writing, or after receiving our written consent, incurred after **You** have received **Legal Advice** that the appeal does not have a **Reasonable Prospect of Success**
- o) Where **You** have failed to comply with a **Condition** of this policy
- p) Where the **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**
- q) Where **You** without a good reason instruct the **Authorised Representative** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**
- r) For claims which arise from a criminal act or omission
- s) For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action
- t) **We** will not pay for expert or other evidence required to establish that **Your** potential claim meets the requirements of the policy
- u) Any Claim Relating to:
  - 1. Divorce, Judicial separation, Cohabitation, Residence, contact, Financial provision, Ancillary relief or Affiliation
- 2. Probate or Inheritance
- 3. Custody, Guardianship, Parental or Access rights
- 4. Disputes with members of **Your** family
- 5. Patents, Copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements
- 6. Any venture for gain undertaken outside of an employment contract
- 7. Directorship or Partnership disputes
- 8. Verbal contracts
- v) For any insured incidents which;
  - 1. occurred outside of England, Wales, Scotland, Northern Ireland the Channel Islands or the Isle Of Man.
  - 2. did not occur during the **Period of Cover** stated in the schedule to this policy
- w) For any claims caused by, contributed to by or arising from:
  - 1. Ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
  - 2. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
  - 3. Terrorism, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, military force or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority. Terrorism in this context shall mean an act including but not limited to the use of force or violence or any threat thereof, of any person or group of persons whether acting alone or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or to place the public or any section of the public in fear;
  - 4. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
  - 5. notwithstanding any provision to the contrary within this policy or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption alteration of **electronic data** from any cause whatsoever (including but not limited to **computer virus**) nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- x) Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings
- y) Prosecutions which allege dishonesty or violence
- z) Claims against Lexelle Limited or the **Insurer or Broker**
- aa) If **You** or any person acting on **Your** behalf submits a claim or makes a request for payment, knowing, or where **You** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and **We** shall be entitled to recover any monies previously paid to **You**. **We** may also share this information with the appropriate law enforcement authorities.

## Conditions

You must comply with the following obligations each of which is a **Condition** of this policy

- a) Ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as possible
- b) Ensure that **We** receive full details for any event or claim under this policy no later than 180 days after the event giving rise to **Your Claim**
- c) Provide any information requested by **Us** or the **Authorised Representative** instructed on **Your** behalf as soon as possible
- d) Take steps, where possible, to minimise **Professional Fees** or **Defendant's Costs** which **We** may be liable to pay under the terms of this policy
- e) Ensure that the **Authorised Representative** instructed on **Your** behalf fulfils the **Authorised Representative** obligations set out below
- f) Ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- g) Ensure that **Your Claim** is not prejudiced by any action or inaction on **Your** part

## Reporting of Claims

UK General Insurance Limited is an insurers' agent and in the event of a claim act on behalf of Grate Lakes Reinsurance (UK) SE

For advice on personal legal matters please telephone **03334 008216**

In the performance of **Our** obligation to cover **You** under the terms of this policy

- a) **You** must supply **Us** with a complete and truthful report of the facts giving rise to **Your Claim**, details of any potential witnesses, any documentary evidence in support of **Your Claim**. **You** may report your claim by telephone on **03334 008216**
- b) **We** will make a preliminary assessment of the merits of **Your Claim**. If **We** decide that **Your Claim** appears to fall under the cover of the policy and have a **Reasonable Prospect of Success** **We** will appoint an **Authorised Representative** selected by **Us** to act on **Your** behalf in **Your claim**
- c) If **We**
  1. consider it unlikely a reasonable settlement will be obtained or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or
  2. decide **Your Claim** does not appear to have a **Reasonable Prospect of Success**; then

**We** will tell **You**, and if requested by **You** provide confirmation in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim

- d) If **You** do not accept **Our** advice **We** will instruct an **Authorised representative** selected by **Us** to advise **You** and **Us** whether **Your claim** has a **Reasonable Prospect of Success**. If the **Authorised Representative** instructed advises **Your claim** does not have **Reasonable Prospect of Success**, **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advise that there are **Reasonable Prospect of Success** **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your Claim**
- e) When **We** appoint an **Authorised Representative** to act on **Your** behalf **We** will tell **You**. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf
- f) **We** will take over and conduct in **Your** name any **Civil Claim** for damages or compensation in respect of an accepted claim covered under this policy. The **Authorised Representative** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination. This does not affect **Your** legal rights at the point of or during legal proceedings.
- g) If
  1. the **Authorised Representative** instructed to act on **Your** behalf refuses to continue to act on **Your** behalf; or
  2. **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf; then

**We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith

- h) **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is fair to do so

- i) Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**
- j) Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below
- k) **We** may require counsel to advise whether in all the circumstances of **Your claim**, including a proposal, Part 36 offer or Part 36 payment made in settlement of **Your Claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal Proceedings**
- l) If **We** consider that **Your Claim** should be pursued by some means other than by **Legal Proceedings We** will tell **You** in writing

## Your responsibility

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **Your** broker / agent 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 **Your** broker / agent of any changes to the answers **You** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **Your** broker/ agent ask when **You** take out, make changes to and renew **Your** policy. If any information **You** provide is not accurate and complete, 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.

If **You** become aware that information **You** have given **Your** broker / agent is inaccurate or has changed, **You** must inform them as soon as possible.

## Fraudulent Claims / Fraud

**You** must not act in a fraudulent way. If **You** or anyone acting for you:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on our behalf, knowing the statement to be false;
- sends **Us** or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- 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.

## Governing Law

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

## Arbitration/Mediation

A dispute between **You** and **Us** may arise, which may be referred to an arbitrator, who shall be either a solicitor or a barrister who **You** and **We** agree on in writing. If an arbitrator cannot be agreed then an arbitrator will be appointed by the authorised body identified in the current arbitration legislation. The decision of the arbitration shall be final and binding on both parties and he or she will decide who should pay the costs of the arbitration. If costs are awarded against **You**, they are not covered under this policy. This arbitration condition does not affect **Your** rights to take separate legal action.

If a disputed claim is not referred to arbitration within 12 months of **Your** claim being turned down, **We** will treat the claim as abandoned.

## Your Authorised Representatives Obligations

**Your Authorised Representative** must

- a) Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your Claim** and an estimate of the likely costs of pursuing **Your Claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **Your** behalf
- b) Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your Claim** or any Part 36 offer or Part 36 payment made in respect of **Your Claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted
- c) Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your Claim**

- d) Provide **Us** with such information as **We** may require from time to time about the progress of **Your Claim**
- e) Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your** behalf were accepted by them, as to the progress of **Your Claim** and any change in the prospects of success in **Your Claim** or the likely cost of pursuing **Your Claim**
- f) Deal with **Your Claim** in such manner as **We** require from time to time
- g) Obtain **Our** consent in writing before undertaking any of the following;
  - 1. issuing **Legal Proceedings** on **Your** behalf
  - 2. instructing counsel, leading counsel or an expert witness on **Your** behalf
  - 3. making an appeal against any order of the court made in **Legal Proceedings** issued on **Your** behalf
  - 4. withdrawing, discontinuing or settling **Your Claim** in a way which may give rise to a liability on **Our** part to pay **Defendant's Costs** under this policy
  - 5. entering into any agreement as to the amount of or liability to pay **Defendant's Costs**
  - 6. entering into any form of alternative dispute resolution
  - 7. incurring any disbursement likely to exceed £500 or more (exclusive of Vat)
- h) Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's Costs** from any other party who may be liable to pay those costs
- i) Repay to **Us** any costs **We** have paid in the pursuit of **Your Claim** which may be recovered from any other party
- j) If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representative** for **Professional Fees**

## Cancellation

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your** broker / 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, **Your** broker / agent will then refund **Your** premium in full.

**You** may cancel the insurance cover after 14 days by informing **Your** broker / 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:

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

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.

Where **Our** investigations provide evidence of fraud or misrepresentation, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Your** broker / **Your** agent with incomplete or inaccurate information. This may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium.

If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

**This policy is not transferable.**

## General

**You** will at all times co-operate with **Us** and with the **Authorised Representative** instructed on **Your** behalf

- a) Any dispute between **You** and **Us** which **We** cannot resolve between **Us** shall be determined by arbitration by an arbitrator appointed by **You** and by **Us** together. If **We** cannot agree on the arbitrator to be appointed **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party
- b) The rights and obligations of an **Insured Person** under this policy of insurance shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999



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

## **Making Yourself Heard/Complaints**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

### **RELATING TO THE SALE OF THE POLICY**

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved within three working days, **Your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road  
Leeds, LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

### **RELATING TO CLAIMS**

If **You** do have any questions, concerns or complaint about the handling of a claim **You** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD.

Tel 0114 249 3300 Fax 0114 249 3323

Email: [assist@lexelle.com](mailto:assist@lexelle.com)

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference: FAM LEI Gold / 07 / 2018.

### **UNRESOLVED COMPLAINTS**

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

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Tel: 0345 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference FAM LEI Gold / 07 / 2018.

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 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto: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 Citizens Advice Bureau.

If **You** have purchased the insurance policy online, **You** may also raise **Your** complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward **Your** complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **Your** complaint than if **You** contact the Financial Ombudsman Service directly

## Financial Services 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 Great Lakes Insurance SE cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

## GDPR

### UK GENERAL INSURANCE 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 Officer is **27739575**.

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](mailto: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.