POLICE FEDERATION

LEGAL EXPENSES GROUP INSURANCE POLICY

Philip Williams & Co
INSURANCE MANAGEMENT

LIM
Legal Insurance Management Group

Introduction

Thank you for choosing to insure with us.

In consideration of the **policyholder** having paid or agreeing to pay the premium, the **insurer** agrees to pay the **beneficiary's** claim up to the **claim limit**, subject to the agreement of the **policyholder** and terms, conditions and exclusions of this policy.

Beneficiaries must notify us of any claims during the **period of insurance** and within six months of the **time of occurrence** of the **insured event**. Failure to do so could lead us to decline the claim.

Assistance Helpline Services

You can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **our** control.

Legal Advice Helpline

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If a **beneficiary** wishes to make a claim, the helpline can provide them with a form that should be submitted directly to Legal Insurance Management Ltd.

Debt Advice Helpline (if shown on schedule)

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays.

Identity Theft Helpline

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

Please refer to your **schedule** for the relevant helpline contact number.

Legal Document Service

Create your own legal documents to assist in a range of potential disputes or legal situations that you may encounter.

https://police-MLB.legalim.co.uk

Please use the access code detailed on the **schedule**. If you have not accessed the Legal Document Service before, please ensure you register as a new user.

Making a Claim

If a **beneficiary** wishes to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. A claim form can be obtained and submitted to **us** by using one of the contact methods below.

Visit police-claims.legalim.co.uk to submit a claim online.

Post a claim form to **us** at:

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

Call **us** on:

01384 377000

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **us** know about any potential claims within 6 months and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess any claim, the **beneficiary's** obligations to **us** under the policy and how **we** will handle any claim.

Meaning of Words

The words or expressions detailed below have the following meaning wherever they appear in this policy or the schedule.

Agent	Philip Williams & Co.
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 and appointed to act in a professional capacity for the **beneficiary** in accordance with the terms of this policy.
Beneficiary / Beneficiaries	Sections 1-7 the **member.** Sections 8-10 the **member** and their **partner**. Sections 11-19 the **member** and their **family**.
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.
Family	The **member** and: a. The **member's partner**. b. The **member's** children including stepchildren, adopted children, foster children and grandchildren normally resident with the **member**. c. The parents and grandparents of the **member** and the **member's partner**, normally resident with the **member**.
Full Enquiry	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 Ltd and underwritten by Royal & Sun Alliance Insurance plc.
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 and insured event occurring and issued within the **territorial limits**.
Member	All eligible individuals who are **members** of the relevant Federation at the time at which the **insured event** occurs and who have paid the relevant subscription.
Partner	The **member's** cohabiting **partner** who lives at the same address and shares financial responsibilities. This does not include any business partner or associates.
Payment Card	Bank, charge, cheque, credit, debit and cash dispenser cards.
Period of Insurance	The period specified in the schedule and any subsequent period for which the **policyholder** shall pay and **we** shall accept a renewal premium.
Policyholder	The appointed Trustees of the Police Federation Insurance Scheme as shown on the policy schedule.
Professional Fees	1. 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**. 2. Any fees and disbursements properly incurred by the **appointed representative** in appealing or resisting an appeal against the judgement of a **Court** in connection with any **legal proceedings**.
Prospects of Success	At least a 51% chance of the **beneficiary(ies)** achieving a favourable outcome.
Standard Professional Fees	The level of fees that would normally be incurred by us in using a nominated authorised representative of our choice.
Schedule	The document which details cover selected for the purposes of this insurance and is attached to and forms part of this policy.
Territorial Limits	1. The United Kingdom, Isle of Man or the Channel Islands.

	2. Any country which is a member of the European Union, and additionally Liechtenstein, Norway, Switzerland and countries bordering and islands in the Mediterranean in respect of temporary visits overseas for domestic and pleasure purposes except in relation to Section 10 (Criminal Prosecution Defence). 3. Worldwide only in respect of Section 10 (Criminal Prosecution Defence) sub section 2. (Overseas Legal Assistance).
Terrorism	The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.
Time of Occurrence	Civil Cases – Clinical Negligence (where covered by this policy)– the date upon which the **event** first became known. All other Civil Cases – the date upon which the **event** first occurred. Criminal Cases – the time at which the **beneficiary** is charged with the criminal offence in question
Vehicle	Any motor **vehicle** including motorcycles, required to be licenced 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	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by **us** during the period of insurance.

Member Only Cover

Section 1 – Home Rights

What is Covered?	What is Excluded?
1. **Professional fees** incurred in the pursuit of **legal proceedings** following any event causing loss of or damage to the **home**. 2. **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: a. The **beneficiary's** legal rights relating to the **home.** b. 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**.	1. Any dispute relating to the letting or subletting of, or a licence to occupy, the **home**. 2. Any lease tenancy or rental dispute other than where the **beneficiary** has been unlawfully evicted from the **home**. 3. Any dispute which in the first instance falls within the jurisdiction of the Rent, Rates or Land Tribunals or any appeals there from. 4. Any claim to establish the **beneficiary's** legal rights in relation to the **home**.

Section 2 – Fund Trustee Defence

What is Covered?	What is Excluded?
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 3 – Representation at Public Enquiries

What is Covered?	What is Excluded?
Professional fees incurred in respect of representation of a **beneficiary** at a public enquiry ordered by a District Auditor.	

Section 4 – Independent Office for Police Conduct

What is Covered?	What is Excluded?
Professional fees incurred by the **beneficiary** for representation by an **appointed representative** at an investigation by the Independent Office for Police Conduct, provided that the **beneficiary** is a Police Staff **member** at the time at which the investigation occurs.	

Section 5 – Disciplinary Hearings

What is Covered?	What is Excluded?
1. **Professional fees** incurred in providing representation during an investigation where the **beneficiary** is subject to a Regulation 15 Notice. 2. **Professional fees** incurred in providing representation at a Disciplinary Hearing before the Misconduct Tribunal Panel or the Police Appeals Tribunal following a disciplinary procedure	1. Any matter where funding is available from the Police Federation of any other body. 2. Any **professional fees** in excess of £20,000.

Section 6 – Bankruptcy Assistance

What is Covered?	What is Excluded?
Professional fees incurred 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: 1. Pay the fee required for filing for bankruptcy (debtor's petition). 2. Draft the bankruptcy petition and **court** documentation. 3. Arrange and prepare the **beneficiary** for their attendance at the bankruptcy hearing.	

Section 7 – Police Pension Medical Appeals (if shown on the schedule)

What is Covered?	What is Excluded?
Professional fees in relation to the instruction of a representative to prepare and present an appeal brought under the Police Pensions Regulations and the Police (Injury Benefit) Regulations up to and including a Police Medical Appeal Board.	1. An appeal where funding for such has not first been sought via the Police Federation of England and Wales and if such request declined, subsequently appealed. 2. The obtaining of medical or other reports. 3. An appeal that is deemed frivolous or vexatious and panel **costs** are awarded against the appellant (for any **costs** to appeal against such a finding). 4. Postponement, adjournment, withdrawal with inadequate notice (as defined by the regulations) or failure to attend the hearing, where the appellant is at fault. 5. A legal challenge to any regulations or decision made by the Medical Appeal Board. 6. A Judicial Review. 7. Claims where the **beneficiary** is not a current **member** or where the **Beneficiary** was not a **member** at the time of the respective injury.

Member & Partner Cover

Section 8 - Education

What is Covered?	What is Excluded?
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.	1. Claims arising where acceptance at the school involves examinations or other selection criteria. 2. Claims 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. Claims arising prior to the submission of an appreciation to the school or LEA. 4. Claims where the LEA's refusal occurred within the first 6 months of the first **period of insurance**. 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. Claims 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 9 – Probate

What is Covered?	What is Excluded?
Professional fees to pursue civil **legal action** in respect of a probate dispute involving the will of the **beneficiary's** parents, grandparents or children (including step-children) where the **beneficiary** is also a beneficiary of the will.	1. Claims where a will has not been previously made, concluded or cannot be traced (intestate).

Section 10 – Criminal Prosecution Defence

What is Covered?	What is Excluded?
1. **Professional fees** incurred in the defence of criminal **legal proceedings** brought against the **beneficiary**. Where a legal aid (or equivalent) scheme is available to the **beneficiary** it must be utilised. Where such assistance is granted, **professional fees** will be limited to a sum equal to any pre-verdict contribution payable by the **beneficiary**. 2. **Professional fees** incurred overseas 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.	1. **Professional fees** required to be paid by the **beneficiary** in excess of any assessed contribution. 2. Any legal aid (or equivalent) contribution or **professional fees** payable post-verdict. 3. Any **professional fees** where the **beneficiary** fails to co-operate with the appropriate legal aid (or equivalent) scheme, including using a representative that cannot act under any such scheme. 4. **Professional fees** to defend any action, enforcement or recovery of sums payable against the **beneficiary** under the rules of any legal aid (or equivalent) scheme. 5. **Professional fees** in excess of £2,500 (or local currency equivalent) in respect of legal assistance and representation overseas.

Member & Family Cover

Section 11 – Personal Injury

What is Covered?	What is Excluded?
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**.	1. 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. 2. Claims arising from medical, surgical, clinical negligence or cosmetic procedures.

Section 12 – Clinical Negligence

What is Covered?	What is Excluded?
Professional fees incurred in the pursuit of **legal proceedings** to recover damages or compensation following any medical, clinical or surgical event causing death of or bodily injury to a **beneficiary**.	

Section 13 – Consumer Protection

What is Covered?	What is Excluded?
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 the **beneficiary** where the amount in dispute exceeds £50.00 for: 1. Obtaining services including insurance. 2. The sale, purchase or hire-purchase of any personal goods.	1. A contract of insurance dispute relating solely to quantum. 2. A dispute arising from or relating to a contract entered into prior to the inception of the first **period of insurance**.

Section 14 – Taxation

What is Covered?	What is Excluded?
Professional fees arising from or relating to a **full enquiry** by HM Revenue & Customs of the **beneficiary's** (or where the **beneficiary** is acting in a voluntary capacity on relative's behalf under a Power of Attorney) personal tax affairs.	1. Any tax, interest or penalties the **beneficiary** may have to pay to the HM Revenue & Customs. 2. Any case where the **beneficiary** or his/her tax advisor has not taken every due care to act according to tax legislation. 3. Anything to do with a tax return which arrived after the legal deadline, or did not arrive at all. 4. 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**. 5. Any HM Revenue & Customs investigation or enquiry when they allege, or it becomes clear that they suspect fraud. 6. Any income earned by the **beneficiary** as a self-employed person. 7. 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. 8. 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 **Partners**hip or joint venture for gain; an investment which Is not listed on a recognised UK stock exchange or a personal guarantee.

Section 15 – Discrimination

What is Covered?	What is Excluded?
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 16 – Employment (if shown on the schedule)

What is Covered?	What is Excluded?
1. **Professional fees** for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250. 2. **Professional fees** incurred in the pursuit of **legal proceedings** between the **beneficiary** and their employer in respect of a contract of employment dispute.	1. Claims arising out of the **beneficiary's** activities as a Police Officer. 2. 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 17 – Data Protection

What is Covered?	What is Excluded?
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.	1. Any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data. 2. Any claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism. **3.** We will not cover the cost of fines imposed by the Information Commissioner or any other regulatory and/or criminal body.

Section 18 – Uninsured Loss Recovery & Motor Prosecution Defence

What is Covered?	What is Excluded?
Professional fees incurred: 1. 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**. 2. In the defence of **legal proceedings** taken against the **beneficiary** arising from a breach of road traffic regulations relating to the **vehicle**. Provided that: a. The event giving rise to the **legal proceedings** occurred within the **territorial limits** and during the **period of insurance**. b. The **legal proceedings** will be heard by a **court** within the **territorial limits.** c. Up to a limit of £2,500 in providing representation to the **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. d. Representation to the **beneficiary** for Motor Prosecution Defence shall be limited to £10,000.	1. The first £50 of any **professional fees** incurred or in relation to Motor Prosecution Defence. 2. 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. 3. **Legal proceedings** relating to parking offences. 4. **Legal proceedings** where the **beneficiary** does not have a valid driving licence. 5. **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 19 – Identity Theft

What is Covered?	What is Excluded?
In the event of an occurrence of **identity theft**: 1. **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 judgements wrongly entered against the **beneficiary.** c. Challenging the accuracy or completeness of any information in a **Credit Reference Agency** report. d. To create documents needed to prove the **beneficiary's** innocence in terms of any financial irregularities committed unlawfully. 2. 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.** 3. Fees charged for reapplying for a loan due to the original application being rejected solely because the lender received incorrect credit information. 4. 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**.	1. Any **identity theft** connected with your **business**, profession or occupation. 2. Any legal action where the **beneficiary** does not have reasonable **prospects of success**. 3. Any **Costs**, expenses or losses incurred due to any fraudulent, dishonest or criminal act by the **beneficiary**, or any other person acting in collusion with the **beneficiary**. 4. Any **indirect losses** other than as identified above.

Identity Theft Claims Conditions

If the **beneficiary** discovers their identity has been stolen, please follow the below:

1. File a Police report within 48 hours.
2. Contact the Identity Theft Helpline Service on 01384 397757.
3. Ensure you provide your address history for the past 6 years.
4. Let your financial institutions, **payment card** company(ies) and all other accounts know of the **identity theft** as soon as possible.
5. Fill out and return any claim forms, including an authorisation for **us** to obtain records and other necessary information if applicable.
6. If you wish to make a claim for lost wages, you must send **us** proof from your employer and provide evidence to show that it was necessary.
7. 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 your identity.

General Exclusions

The **Insurer** will not cover the **beneficiary** in respect of any of the below.

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 this insurance.
   c. Where the **time of occurrence** commenced prior to you being a **member.**
2. **Professional fees** incurred prior to our written acceptance of the claim.
3. The expenses of an expert witness unless our prior written approval has been received.
4. **Professional fees** incurred that exceed our normal **standard professional fees** where the **beneficiary** appoints an **appointed representative** of their own choice.
5. The failure to give proper instructions in due time to the **appointed representative**.
6. Any delay by the **beneficiary** which in our opinion is prejudicial to the conduct of the claim.
7. Any dispute with the **policyholder**, **agent**, **insurer** and/or **us**.
8. Any **professional fees** incurred in the pursuit or defence of **legal proceedings** where the **beneficiary** withdraws from a claim without our prior consent.
9. 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.
10. A dispute between any **beneficiaries**.
11. Any dispute or claim or prosecution deliberately or intentionally solicited by the **beneficiary**.
12. **Professional fees** incurred as a result of delays by the **beneficiary** which are in our opinion prejudicial to the conduct of **legal proceedings**.
13. **Legal proceedings** in a constitutional, international or supra national **court** other than a European **court** of Justice and the Commission and **court** of Human Rights.
14. 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 a **professional fees** is provided by the Chief Constable or Police Federation.
15. Any **legal proceedings** relating to or arising from the course of Police duty, other than proceedings under Section 5, 10, 15, 17 and 18 (Disciplinary Hearings, Criminal Prosecution Defence, Discrimination, Data Protection and Uninsured Loss Recovery & Motor Prosecution Defence) where you are a subscribing member of The Police Federation of England and Wales and representation or provision of cover for **professional fees** is not provided under the rules of the Federation Fund, by the Chief Constable or other appropriate body.
16. Any **legal proceedings** or **professional fees** where you are not a subscribing member of The Police Federation of England Wales in relation to:
   a. Criminal allegations that arise from an on-duty incident.
   b. Motor Vehicle defence that arise from an on-duty incident.
   c. Misconduct issues that arise from an on duty incident.
   d. Employment issues that relate to your employment with Humberside Police Service.
   e. Any legal assistance in relation to any 'Post Incident Procedure'.
   f. Representation at any Public Enquires that relate to an on-duty incident
   g. Any Independent Office for Police Conduct investigations.
   h. Any Personal injury claim that arise from an on-duty incident.
17. 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.
18. Libel, slander, defamation, verbal injury or malicious falsehood.
19. 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.
20. A contract entered into in connection with the conduct of any profession, **business** or trade.
21. Securities, shares, interests or guarantees in any body corporate or otherwise.
22. Patents, copyrights, trade or service marks or registered designs.
23. Intellectual property agreement, including secrecy and confidentiality clauses or agreements.
24. Subsidence, mining, landslip or heave.
25. The compulsory purchase, confiscation, nationalism, requisition or destruction of, or restrictions or controls placed on, or damage to any property.
26. The actual, planned or proposed construction, closing, adaptation or repair of roads or bridges.
27. 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.
28. Any work carried out in, on or for the benefit of land or buildings other than the **home**.
29. Any fines or penalties in any circumstances or damages or compensation awarded against the **beneficiary**.
30. The use of a **vehicle** for racing, rallies or competition.
31. **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 at all.
b. Computer viruses.

Equipment includes computers and anything else, which has a microchip in it; computers including 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.

32. The cover provided under sections 3, 4, 5, 10, 15, 16 and 17 of this insurance will not pay any claim arising from an on-duty decision for a **member** of ACPO or Superintendent rank or above.
33. Any claim where the **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.
34. Any claim that could have been accepted or rejected under a previous new legal expenses policy for the reason of this policy being written on a different claims notification basis.
35. Any claim arising from or relating to a class action.
36. Any direct or indirect liability, loss or damage caused:
    a. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
    b. by computer viruses.

    This does not apply to legal proceedings connected with claiming compensation following your death or bodily injury.
37. Any claim or expense of any kind caused directly or indirectly by:
    a. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
    b. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
38. Any loss or damage caused by any sort of war, invasion or revolution.
39. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
40. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

Policy Conditions

Notifying Us

If anything happens which could lead to a claim under this policy, the **beneficiary** must let **us** know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until the **beneficiary** has let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any **costs**, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that the **beneficiary** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept the **beneficiary's** claim will take into account the advice of the **authorised representative**, as well as **our** own claims handlers. **We** may require, at the **beneficiary's** expense, an opinion of an expert or counsel on the merits of the **beneficiary's** claim. If the claim is subsequently admitted the **beneficiary's costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

The **beneficiary's** claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed the **beneficiary's** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with the **beneficiary's** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. The **beneficiary** has kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving the **beneficiary's** claim or during the course of it **we** may find:

1. The **beneficiary's prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support the **beneficiary's** claim and will tell the **beneficiary** why in writing.

We may also limit the **costs** that **we** pay under the policy for the **beneficiary's** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. 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** discretion, pay to the **beneficiary** the amount in dispute which will represent full and final settlement under this policy providing the **beneficiary** has complied with all terms and conditions.

If the **beneficiary** makes a claim under this policy which the **beneficiary** subsequently discontinues due to their own disinclination to proceed, any **costs** incurred to date will become the **beneficiary's** own responsibility and will need to be repaid to **us**.

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**.

Representation

If the **beneficiary's** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on the **beneficiary's** behalf. **We** will also select an **authorised professional** of **our** choice to act on the **beneficiary's** behalf.

If legal action is agreed by **us**, the **beneficiary** can continue to use the **authorised professional we** have selected. However, the **beneficiary** is also entitled to nominate an **authorised professional** of their choice, although this must be agreed with **us** in advance, confirmed in writing and the **beneficiary** will be responsible for any **costs** in excess of **our standard professional fees**. The **beneficiary** will need to satisfy **us** that the **beneficiary's** chosen representative has the appropriate experience and skills to represent the **beneficiary**, and the **beneficiary** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred to arbitration in accordance with the policy conditions.

Conduct of Claim

1. It's important to co-operate with **us** at all times. The **beneficiary** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of the **beneficiary's** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us)** obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and the **beneficiary** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. 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.
4. The **beneficiary** or the **authorised professional** must notify **us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and the **beneficiary** must await **our** written agreement before accepting or declining any such offer.
5. **We** will not be bound by any promise or undertaking given by the **beneficiary** to the **authorised professional** or by either of you to a **court**, witness, expert, agent or any other person without **our** agreement.

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

Recovery of Costs
The **beneficiary** should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay the **beneficiary** all or any costs charges, fees, expenses or compensation the **beneficiary** 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.

We may take proceedings at our own expense in your name to recover any sums paid under this insurance.

Fraud
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. **We** may also take legal action against the **beneficiary** and inform the appropriate authorities.

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

Royal & Sun Alliance Insurance plc Privacy Policy
Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about you and how you can exercise your data protection rights. You can view **our** full privacy notice by visiting https://www.rsagroup.com/support/legal-information/partner-privacy-policy/
If you're unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

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

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

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

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.

Cancellation

If you decide this policy does not meet your insurance needs, please return it to your **agent** within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund your premium in full. You may cancel your policy at any time after the first 14 days by informing your **agent**, although no refund of premium will be payable.

We may at any time cancel your insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

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

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.

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

Write to **us** at:

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

Email **us** at:

claims@legalim.co.uk

Call **us** on:

01384 377 000

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 may also apply if you are insured in a business capacity. 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

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.

Compensation Scheme
Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. You may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.