



## **Park Homes and Static Caravans Legal Protection**

This insurance is arranged by Lawshield UK Ltd & underwritten by Financial & Legal Insurance Company Limited.

Lawshield UK Ltd is authorised and regulated by the Financial Conduct Authority.

Financial & Legal Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. You can check our details on the Financial Services register <https://register.fca.org.uk/>

In return for the payment of **your** premium **we** will provide the insurance detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by **us** during the **period of insurance**.

### **Making a Claim**

To make a claim, **you** can write to the **administrator** at:

The Claims Department  
Lawshield UK Limited  
1210 Centre Park Square  
Centre Park  
Warrington  
WA1 1RU.

Phone: 0800 731 3942

Fax: 0333 043 3798

Identity Fraud services are only available between 8am and 6pm Monday to Friday on the above claim telephone number.

**You** should not send **us** or the **administrator** any documents until **we** or the **administrator** ask for them.

If **we** decide that a reasonable settlement is unlikely, or **your** interest would be better served by another course of action, **we** will let **you** know.

**We** will not pay for any **legal costs and expenses** until **we** have accepted the claim in writing.

### **Definitions**

The words or phrases in this policy have the meanings shown below whenever they appear in bold type:

**Administrator** - Lawshield UK Ltd who have arranged the services provided under this policy.

**Home** – **your** park home, static caravan and any garages and other outbuildings excluding hedgerows and shrubs.

**Family member** – spouse, partner, children, parents, parents-in-law or domestic employee who permanently lives at the address shown in the schedule.

**Insured events** - Personal Injury Cover, Employment Contract Cover, Contract Disputes Cover, Identity Fraud Cover, Work Legal Defence Cover, Property Protection Cover, Tax Protection Cover or Jury Service Cover.

**Legal costs and expenses** - fees, costs and disbursements reasonably incurred by **us**, a **solicitor**, or other appropriately qualified person appointed to act for **you** with **our** consent chargeable on the standard basis as defined by the CPR (Civil Procedure Rules) and would be limited to £125.00 including VAT per hour **solicitors'** time, and £12.50 including VAT for each letter sent out. Also covered are the costs of any civil proceedings incurred by an opponent for which **you** may be liable by order of a court or by agreement with **our** prior consent and Employment Tribunal Fees funded by the **administrator**.

**Limit of indemnity** - £50,000 is the maximum sum payable by the **insurers** for all **insured events** which are related in time or by cause after aggregation of the **legal costs and expenses** of **you** and any opponents insofar as **you** are liable to pay them; the **limit of indemnity** under Section 2 – Employment Contract Cover is £10,000; the **limit of indemnity** under Section 4 - Identity Fraud is £25,000; the **limit of indemnity** under Section 8 - Jury Service is £1,000.



**EXCESS** - An excess is a contribution you are required to pay towards a claim you make on your insurance policy. An **excess** is only applied to the following heads of cover - Employment Contract Cover **excess** is £250, Contract Cover and Identity Fraud Cover **excess** is £50 and Property Protection **excess** is £150.

**Period of insurance** - this is the length of time covered by this insurance and any extra period which **we** accept **your** premium for.

**Prospects of success** - means in civil and criminal cases, **you** have greater than a 50% chance of successfully pursuing or defending the claim. If **you** are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal cases where **you** plead guilty, **prospects of success** means there is greater than a 50% chance of successfully mitigating the sentence or fine.

In tax claims **prospects of success** means any dispute or appeal where **you** have greater than a 50% chance of being successful.

In all claims involving an appeal **prospects of success** means **you** have greater than a 50% chance of being successful.

**Small Claims Court** - means a court in England & Wales that hears a claim falling under the **small claims track** in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999.

**Small Claims Limit** - The limit set by the Ministry of Justice in the Civil Procedure Rules Part 26.6 below which legal proceedings for a claim for damages due to personal injury are allocated to the **small claims track**.

**Small claims track** - The process and procedures set out in the Civil Procedure Rules Part 27 for dealing with legal claims where the value of the claim is below the **small claims limit** the claim is allocated to the **small claims track** by the court.

**Solicitor** - the **solicitor**, firm of **solicitors** or other appropriately qualified person, firm or company appointed to act for **you**.

**Territorial limits** - for claims made under Contract Disputes Cover and Personal Injury Cover, the United Kingdom, Channel Islands, Isle of Man and countries in the European Union. For all other **insured events**, the United Kingdom, Channel Islands and the Isle of Man.

**We, us, our, insurers** - Financial & Legal Insurance Company Limited.

**You/Your** - The person named in the policy schedule.

## Cover

### Section 1 - Personal Injury Cover

#### What is covered

**We** will pay the **legal costs and expenses** in the pursuit of legal proceedings to recover damages or compensation following any event causing death or bodily injury to **you**.

The most **we** will pay for any one claim in this section is £50,000.

#### What is not covered

- a) Any claim relating to **you** driving a motor vehicle.
- b) Any claim to do with stress, emotional or psychological injury, illness or symptoms, (this does not apply if the stress, emotional or psychological injury, illness or symptoms are caused by **your** death or bodily injury).
- c) Any claim related to any illness, injury or condition arising as a result of alleged clinical or medical negligence regardless of whether the allegation can be proven or not.
- d) Any dispute in connection with medical treatment, advice, assistance, care, drugs, instruments or materials or artificial joints or limbs used in a treatment or procedure provided by a medical professional or recognised body or not.
- e) If the estimated value of any damages for the personal injury **you** have suffered does not exceed the **small claims limit**.



## Section 2 - Employment Contract Cover

### What is covered

**We** will pay the **legal costs and expenses** in taking legal action against **your** employer at an employment tribunal in a dispute following a breach of **your** contract for **your** full-time employment or permanent part-time employment. The most **we** will pay for all claims arising from one event is £10,000.

**We** will provide this cover as long as:

- a) In respect of any claim falling under the jurisdiction of an employment tribunal **you** agree to use the **solicitor** nominated by **us**.
- b) An employment dispute is deemed to have occurred once all the internal disciplinary and grievance procedures under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded.

### What is not covered

- a) Defending any claim arising from or relating to **your** business, profession or venture for gain.
- b) Any dispute where **you** were given a verbal or written warning in the six months leading up to the date the **period of insurance** started (this does not apply if **you** had the same cover under another policy up to the date **your** policy started).
- c) Any dispute over redundancy.
- d) Anything to do with sub-contracting or a contract for services if **you** are self-employed.
- e) Any costs or expenses that **you** incur in relation to any, disciplinary, grievance or investigation to do with **your** contract of employment.
- f) Any costs or expenses **you** incur in relation to any compromise agreement to do with **your** contract of employment.
- g) Any legal action against **your** employer that is not dealt with by an employment tribunal.
- h) Any dispute which is only to do with stress, emotional or psychological injury, illness or symptoms.
- i) That arises under the Equal Pay Act 1970 or any amending legislation.

### Conditions

**You** must pay the first £250 **excess** of any claim **you** make under this section. The **Excess** is payable as soon as we accept the claim.

## Section 3 - Contract Disputes Cover

### What is covered

**We** will pay the **legal costs and expenses** in taking or defending legal action against **your** opponent in a dispute following a breach of contract **you** have for:

- a) Buying selling or renting goods or services.
- b) Buying or selling **your** permanent **home**.
- c) Buying, selling, renting or insuring a motor vehicle or its spare parts or accessories; or
- d) Servicing, repairing or testing a motor vehicle.

The most **we** will pay for all claims arising from one event is £50,000.

### What is not covered

- a) Any dispute which starts within 3 months of the **period of insurance** start date, unless the claim is to do with a contract **you** entered into after the start of this policy.
- b) Disputes for amounts less than:
  - i. £1,000 if it is to do with buying or selling a motor vehicle; or
  - ii. £200 if it is about something else.
- c) Any dispute relating to a contract in connection with **your** business activities.



- d) A dispute over the amount of money due under an insurance policy.
- e) Any dispute with a local authority, public authority or any government department.
- f) Any dispute in connection with medical treatment, advice, assistance and/or care, drugs, instruments or materials, or artificial joints or limbs used in a treatment or procedure, whether provided by a medical professional or recognised body or not.
- g) Any claim involving a manufacturer's warranty or guarantee.
- h) Any claim relating to building or planning disputes.
- i) Any claim relating to the following: A loan, mortgage, pension or any other financial product and choses in action.
- j) Boundary Disputes.

### Conditions

**You** must pay the first £50 **excess** of any claim **you** make under this section. The **Excess** is payable as soon as we accept the claim.

## Section 4 - Identity Fraud Cover

### What is covered

If **you** become aware of and can prove identity fraud, **we** agree to pay up to £25,000 for the following expenses:

- a) **We** will pay the reasonable **legal costs and expenses you** pay or agree to pay to defend a claim wrongly made against **you** as a result of the identity fraud.
- b) **We** will pay the costs of setting aside (cancelling) criminal or civil judgments wrongly entered against **you** as a result of identity fraud.
- c) **We** will pay the communication costs **you** have to pay when **you** report an identity theft to, or have correspondence with the police, credit-reference agencies, financial services providers or debt-collection agencies.
- d) **We will** pay the **legal costs and expenses** associated with signing statutory declarations and other documents needed to restore **your** credit rating after an identity fraud against **you**.
- e) **We will** pay reasonable **legal costs and expenses** that **you** have to pay to defend proceedings brought against **you** by credit-reference agencies or similar.
- f) **We** will pay **your** loss of earnings (after deduction of tax and national insurance and so on) as a result of time away from work to see the police, financial institutions and credit agencies associated with **your** attempt to sort out **your** credit rating.
- g) **We** will pay the fees associated with reapplying for a loan which has been rejected as a result of an identity fraud against **you**.
- h) **We** will give **you** access to a confidential help line, if **you** believe **you** have been the victim of identity fraud. No correspondence will be entered into when utilising this service.

### Limits

- a) **We** will not pay more than £25,000 for all claims under this cover arising in a year.
- b) **We** will only cover loss of earnings for a period of up to four weeks to a maximum of £2,000.
- c) **We** will not provide the cover if the identity fraud is committed by a **family member**.

If **you** are awarded costs, **you** must use these to repay the amount **we** have paid out for **you** in connection with the proceedings. However, **we** will pay all **legal costs and expenses** (up to the limit of this section) when **you** receive no costs or compensation. If the **legal costs and expenses** are greater than the amount **you** are awarded for those costs and expenses, **we** will pay the extra amount (up to the limit under this section).

### What is not covered

**We** will not pay **legal costs and expenses** for legal proceedings in the following circumstances:



- a) If **we** consider **you** will not get a reasonable settlement or if any expected settlement is small compared to the time and expense involved.
- b) If **we** have not agreed to the **legal costs and expenses**.
- c) If **we** are not told about the claim within 90 days of **you** becoming aware of identity fraud or attempted identity fraud.
- d) Claims related to fines and penalties awarded against **you** by a criminal court.
- e) Claims involving disputes with **us** or **our** agents.

**We** will not pay for the following:

- a) Claims caused by, contributed to or arising from:
  - i. A contract **you** have entered into or in connection with any business, trade or profession.
  - ii. A criminal deliberate act by **you**; or
  - iii. Libel or slander.
- b) **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** consent.
- c) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.

#### Conditions

**You** must pay the first £50 **excess** of any claim **you** make under this section. The **excess** is payable as soon as **we** accept the claim.

### Section 5 - Work Legal Defence

#### What is covered

**We** will defend **your** legal rights if an event arising from **your** work as an employee leads to:

- a) **You** being prosecuted in a court of criminal jurisdiction; or
- b) Civil action being taken against **you** under legislation for unlawful discrimination on the grounds of sex, race, disability, religious belief or political opinion; or
- c) Civil action being taken against **you** under the Data Protection Act 2018.

**We** will defend **your** legal rights if an event leads to **your** prosecution for an offence connected with the use or driving of a motor vehicle.

#### What is not covered

**We** do not cover any claim relating to the following:

- a) Where **your** employment status is not that of an employee (worker, self-employed or contractor);
- b) Any claim brought outside of the employment tribunal (e.g. county court or high court);
- c) Fines, penalties or damages which you are ordered to pay by a court, tribunal or other authority;
- d) Any claim relating to **your** employer's disciplinary hearings or internal grievance procedures;
- e) Any claims relating to a settlement agreement whilst **you** are still employed;
- f) Any claims relating to parking offences, driving without insurance or driving whilst under the influence of alcohol or drugs.

### Section 6 - Property Protection

#### What is covered

**We** will negotiate for **your** legal rights in a civil action relating to material property (including **your home**) which is owned by **you** or for which **you** are responsible following:

- a) Any event which causes or could cause physical damage to such material property, provided that the amount in dispute is more than £200; or



- b) Any nuisance or trespass claim provided the claim is not in connection with a boundary dispute.

#### **What is not covered**

Any claim relating to the following:

- a) A contract entered into by **you**.
- b) Any building or land other than **your home**.
- c) Someone legally taking **your home** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your home** by any government or public or local authority unless the claim is for accidental physical damage.
- d) Boundary disputes or any nuisance and trespass claim in connection with the boundary dispute.
- e) Work done by any government or public or local authority unless the claim is for accidental physical damage.
- f) Mining subsidence.
- g) Anything to do with building, converting or extending all or part of your **home**.
- h) Disputes between landlord and Tenant or Licensor or Licensee.
- i) Any claim relating to building or planning disputes.

#### **Conditions**

**You** must pay the first £150 **excess** of any claim for any nuisance or trespass provided the claim is not in connection with any boundary dispute. The **Excess** is payable as soon as **we** accept the claim.

#### **Section 7 - Tax Protection Cover**

##### **What is covered**

**We** will, in the event of a full enquiry into **your** personal tax affairs, negotiate for and represent **you** in any appeal proceedings.

##### **What is not covered**

**We** will not cover:

- a) The tax affairs of any company or to any claim if **you** are self-employed a sole trader or in business partnership.
- b) Any investigation by the Special Compliance Officer or Unit.
- c) An investigation under the Civil Investigation of Fraud Procedure.
- d) The submission of returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements.
- e) A tax avoidance scheme.
- f) A business or venture for **your** gain.

##### **Conditions**

- a) Subject to maintained proper, complete, truthful and up to date records.
- b) Made all returns at the due time without having to pay any penalty.
- c) Provided all information required by H M Revenue and Customs.

#### **Section 8 - Jury Service**

##### **What is covered**

**We** will pay **your** salary arising out of **you** being absent from work to attend for Jury Service for each half or whole day of such attendance. The amount **we** will pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court subject to a maximum of £1,000.



## What is not covered

**We** will not pay the salary or wages if they are recoverable from the court or **your** employer.

## General Exclusions

In addition to the exclusions in each cover section, the following general exclusions apply to **your** policy.

**We** will not pay **legal costs and expenses** for legal proceedings in the following circumstances:

- a) If **we** consider that **you** will not get a reasonable and proportionate settlement if any expected settlement is small compared to the time and **legal cost and expenses** involved.
- b) Where a reasonable estimate of the **legal costs and expenses** is greater than the amount in dispute.
- c) If **we** have not agreed to the **legal costs and expenses** in advance.
- d) An allegation against **you** involving:
  - i. Assault, violence or dishonesty
  - ii. Malicious falsehood
  - iii. The manufacture, dealing or use of alcohol, illegal drugs, indecent or obscene materials
  - iv. Illegal Immigration
  - v. offences under the Money Laundering Regulations 2007, the Money Laundering (amendment) Regulations 2015 and the Money Laundering Terrorist Financing and Transfer of Funds Regulations 2017.
- e) Claims which are related to fines, penalties or compensation awarded against **you**.
- f) Claims arising from any deliberate, criminal act or omission by you.
- g) If **we** are not told about the claim within 180 days of the event which caused it.
- h) Claims where **you** hold cover under any another policy to the extent that **we** are, or would, but for this policy be, by the terms of such other policy, liable to indemnify **you** in respect of the **insured event**.
- i) Claims arising from an **insured event** that occurs outside the **territorial limits** except enforcement of a judgement obtained from a court within the **territorial limits** with **our** prior approval against a defendant who resides outside the jurisdiction of the court making the order.
- j) For intentional self-injury, suicide or attempted suicide.
- k) Whilst **you** are competing in a professional sport or flying as a pilot.
- l) Any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of this policy, which **you** knew or ought reasonably to have known could give rise to a claim.
- m) A dispute with **us** or another **family member**.
- n) Patents, copyrights, trademarks, passing off, trade or service marks, registered designs, secrecy and confidential information.
- o) A judicial review.
- p) Defamation.
- q) 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.
- r) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- s) Any direct or indirect consequence of:
  - i. Irradiation, or contamination by nuclear material; or
  - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- t) Any consequence, howsoever caused, including but not limited to Computer Virus of Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other



electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

- u) Group Litigation Order (An order of a court in England and Wales, which permits a number of claims which give rise to common or related issues (of fact or law) to be managed collectively).
- v) Claims involving disputes around divorce, probate or inheritance.
- w) Where cases are presented to the EU Court of Justice or Human Rights Court.
- x) Any claim relating to defending any claim other than defending a counter-claim or an appeal against judgement. If the estimated value of any damages for the personal injury **you** have suffered does not exceed the **small claims limit**.
- y) Claims where there are no **prospects of success**.
- z) Where the date of incident gives rise to a claim prior to the inception of this policy.
- aa) We will only provide cover if the **legal costs and expenses** and incident giving rise to **your** claim is covered by a court in **territory limits**.

**We** will also not pay for the following:

- a) **Legal costs and expenses** if **you** withdraw from legal proceedings without **our** agreement.
- b) **Legal costs and expenses** which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- c) **Legal costs and expenses** where costs have already been recovered by the **solicitor**.

### Prospects of Success

If at any stage **we** decide that **prospects of success** do not exist and/or an alternative course of action is appropriate and/or under the terms and conditions of the policy the claim is not admissible, then **we** will inform **you** in writing of **our** decision and the reason behind that decision. Having informed **you** of this, and subject to the policy conditions, **we** will not be bound to pay any **legal costs and expenses** and may discontinue cover.

### Representation

- a) **We** can take over, and carry out in **your** name action to take or defend any claims.
- b) **We** will have complete control over how legal proceedings are carried out. Before the issuing of legal proceedings, a **solicitor** from **our** panel will be appointed. **We** will appoint **solicitors** to act on **your** behalf to prosecute, defend or settle any claim accepted under the terms of this policy.
- c) Should legal proceedings need to be issued, **you** do not have to accept the **solicitor** **we** have chosen. If **you** cannot agree a suitable **solicitor** with **us**, **you** can refer **your** choice of **solicitor** to arbitration in line with the conditions of this policy. **You** must let **us** know in writing about the full name and address of a **solicitor** who **you** want to act for **you**. If there is a dispute about the choice of **solicitor**, **we** will choose one whilst arbitration takes place. If **we** are insuring two or more people for one claim, **you** may choose **solicitors** and send their name and address to **us** before **we** agree to pay any **legal costs and expenses**.
- d) In choosing **your** **solicitor**, **you** must try and keep the cost of any legal proceedings as low as possible.
- e) Before **we** accept **your** choice of a **solicitor**, or if **you** fail to choose a **solicitor**, **we** will be entitled to instruct a **solicitor** on **your** behalf.

### General Conditions

- a) When a claim or possible claim happens, **you** must tell the **administrator** in writing within 180 days of the event which caused the claim.
- b) **You** must give **us** any information and evidence **we** need (**You** will have to pay any costs involved in this). **You** must not do anything to affect **your** case.
- c) **You** must tell **us** about any other legal expense insurance, which **you** have to cover the same loss.





- d) **We** will have complete control over the legal proceedings. **We** will not have to keep to any promise **you** have given without **our** approval.
- e) If **you** do not accept any **solicitor we** appoint, **we** will ask the Law Society to name another **solicitor** who **we** both agree to. During this time, **we** may appoint a **solicitor** to act on **your** behalf, to protect **your** interests.
- f) **We** will, with **your** prior consent, make **our** own investigation into the case, and may, subject to **your** final approval (such prior consent or final approval not to be unreasonably withheld), attempt to reach a settlement.
- g) Where the uninsured loss does not exceed the current level of the **Small Claims Court** **we** may investigate the circumstances of the claim and attempt to obtain settlement with **your** prior consent (such prior consent not to be unreasonably withheld). **We** shall not be liable to provide representation on **your** behalf at any court proceedings where the amount involved in respect of the uninsured loss does not exceed the current level of the **Small Claims Court**.
- h) Notwithstanding the above, **we** reserve the right to provide representation in the **Small Claims Court** if **we** consider that it is appropriate in all the circumstances of the case for there to be such representation.
- i) **We** shall have direct access to the **solicitor** at all times and **you** shall co-operate fully with **us** in all respects and shall keep **us** fully and continually informed of all material developments in the legal representation of proceedings. At **our** request **you** shall instruct the **solicitor** to produce to **us** any documents, information or advice in their possession and further shall give them such other instructions in relation to the conduct of their claim as **we** may require.
- j) **Our** written consent must be obtained prior to:
  - i. The instruction of Counsel to appear before a court (or tribunal) before which a **solicitor** has a right of audience;
  - ii. The instruction of Queen's Counsel;
  - iii. The incurring of unusual experts fees or unusual disbursements;
  - iv. The making of an Appeal.
- k) **Legal costs and expenses** payable are to be in no way affected by any agreement undertaking or promise made or given by **you** to the **solicitor**, witness expert or any **claims adjuster**.
- l) **You** must co-operate fully with **us**, **claims adjuster** or **solicitor**.
- m) **You** or the **solicitor** shall inform **us** immediately in writing of any offer or payment into court made with a view to settling the claim and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval.
- n) If any offer or payment into court is not accepted by **you**, but the amount thereof is equal to or in excess of the total damage eventually recovered, **we** shall have no liability in respect of any further **legal costs and expenses** or opponent's civil costs. This is unless upon being notified of the offer of payment into Court **we** agree to the continuance of the proceedings (such agreement not to be unreasonably withheld) and **we** shall have the right to require **you**, at **our** request, to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim or defence thereto or on an offer or payment into court made by an opponent or proposed by **you** or whether there are reasonable grounds for continuing the proceedings prior to granting or refusing such agreement.
- o) At **our** request **you** will require the **solicitor** to have the **legal costs and expenses** taxed, assessed or audited by the relevant authority.
- p) If for any reason the **solicitor** refuses to continue to act for **you** or if **you** withdraw **your** claim from the **solicitor**, **our** liability will cease forthwith unless **we** agree to the appointment of an alternative **solicitor** to continue with the claim pursuant to the procedure contained in terms and conditions of this policy, but **we** shall have no liability to meet the additional **legal costs and expenses** arising solely as a result of the appointment of a new **solicitor**.
- q) If **you** unreasonably withdraw from a claim without **our** prior agreement, then the **legal costs and expenses** will become **your** responsibility and **we** will be entitled to be reimbursed by **you** for any costs paid or incurred during the course of the claim including any **legal costs and expenses** that **we** consider **you** are obliged to pay on **your** withdrawing from the claim.
- r) This insurance does not cover an appeal unless **we** are notified in writing by **you** no later than six working days before the time for making an appeal expires and we consider that there are **prospects of success** of such an appeal succeeding.
- s) **We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- t) **You** must agree to **us** having access to the **solicitor's** file relating to **your** claim. **You** will be considered to have provided consent to **us** or our appointed agent to access the file for auditing, quality and cost control purposes.



- u) **We** must be told about and approve in writing all legal costs before **you** pay or agree to pay them.
- v) **You** entered into the contract within the **territorial limits**.
- w) The dispute started within the **period of insurance**.
- x) **You** have **prospects of success**.

## Recovery

**You** shall take or have taken every available step to recover from **your** opponent **legal costs and expenses** payable under this policy, and such **legal costs and expenses** must be paid to **us**.

## Arbitration

In the event of any dispute or difference whatsoever arising out of this policy or any claim made, the matter shall be referred to an arbitrator, who shall be a solicitor or barrister who **you** and **we** agree on in writing. If the insured person is not the policyholder, by claiming under this policy they agree to be a party to any arbitration under this clause whether jointly with the policyholder or otherwise and whether as a claimant or defendant.

If **we** cannot agree upon an arbitrator, then the President of the Law Society or similar legal professional body will choose one. The decision of the arbitration shall be binding on both parties and the arbitrator will decide who shall pay the costs of the arbitration. If costs are awarded against **you** they are not covered by this policy.

This arbitration condition does not affect **your** rights to take separate legal action.

## Contribution

If **you** have other insurance against liability or loss covered by this policy, **we** will not be liable for a greater proportion of such liability or loss than the applicable limit of liability bears to the total applicable limit of liability of all collectible insurance against such liability or loss.

## Claims

- a) **Our rights after a claim**  
**We** can take proceedings in **your** name (at **our** own expense and for **our** own benefit) to recover from anyone else, any payment **we** have made under this insurance.
- b) **Arbitration**  
If there is a disagreement over the amount **we** owe **you**, **we** will pass the matter to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.
- c) **Fraudulent claims**  
**You** must not act in a fraudulent way. If **you** or anyone acting for you:
  - i. fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
  - ii. fails to reveal or hides a fact likely to influence the cover **we** provide;
  - iii. makes a statement to **us** or anyone acting on our behalf, knowing the statement to be false;
  - iv. sends **us** or anyone acting on our behalf a document, knowing the document to be forged or false;
  - v. makes a claim under the policy, knowing the claim to be false or fraudulent in any way;
  - vi. makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge; or
  - vii. 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.

- d) **Governing Law**  
Unless **we** specifically agree otherwise 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 home** is situated.

## Your Responsibility

**You** must take reasonable care to:

- a) supply accurate and complete answers to all the questions **we** or the **administrator** may ask as part of **your** application for cover under the policy



- b) to make sure that all information supplied as part of **your** application for cover is true and correct
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

**You** must take reasonable care to provide information that is accurate and complete answers to the questions **we** 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 **us** is inaccurate or has changed, **you** must inform **us** or the **administrator** as soon as possible.

### Part 36 Civil Procedure Rules Offers

- a) The **solicitor** or **you** shall inform **us** immediately in writing of any offer received pursuant to Part 36 of the Civil Procedure Rules and no agreement is to be made to settle on the basis of both sides paying their own costs without **our** prior approval. If the **solicitor** or **you** fail to do so, then **you** shall be liable to **us** for an amount equal to the detriment **we** have suffered as a result of **your** failure to comply with this obligation, and **we** may deduct from any payment **we** make under this section.
- b) If any offer pursuant to Part 36 of the Civil Procedure Rules is not accepted by **you** but the amount of the offer equals or exceeds the total damage eventually recovered, **we** will not pay any further **legal costs and expenses** or opponent's legal costs unless, upon being notified of the offer pursuant to Part 36 of the Civil Procedure Rules, **we** agree to the continuance of the proceedings.
- c) **We** may require **you** to instruct the **solicitor** to obtain Counsel's opinion on the merits of the claim, defence, any offer pursuant to Part 36 of the Civil Procedure Rules made by an opponent or proposed by **you**, or whether there are grounds for continuing the proceedings prior to granting or refusing such agreement.

### Cancellation

If **you** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to the agent from whom **you** bought the policy within 14 days from the day of purchase or on the day **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing the agent from whom **you** bought the policy and provided the premium has been paid in full, **you** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

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

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions
- e) **You** have not taken reasonable care to provide accurate and complete answers to the questions **you** have been 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 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.

### Complaints Procedure

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 contact the Managing Director of the **administrators**. The contact details are:

The Managing Director, Lawshield UK Ltd, 1210 Centre Park Square, Centre Park, Warrington, WA1 1RU.  
Tel 0800 731 3942  
Fax 0333 043 3798  
Email [customerrelations@lawshield-uk.com](mailto:customerrelations@lawshield-uk.com)

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



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

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.  
Tel: 0300 123 9123  
Email: [compliant.info@financial-ombudsman.org.uk](mailto:compliant.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 (FSCS)

Financial & Legal Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they 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.

## Lawshield UK Limited Privacy Notice

This is a short privacy notice for Lawshield UK Ltd, referred to as "**we/us/our**" in this notice **We** understand that your privacy is extremely important to **us**. As a result **we** have put in place many measures to ensure that any personal data **we** obtain from you is processed and maintained in accordance of the General Data Protection Regulation 2016 (GDPR). This statement provides you with details of the type of information **we** may hold about you, how **we** obtain and use the information and how **we** protect your privacy. This notice may be updated from time to time, please refer to **our** website for the most current version.

**Our** data controller registration number issued by the Information Commissioner's Officer is Z5685935.

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.

**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.

This notice explains the most important aspects of how **we** use your data. Lawshield UK Ltd full privacy notice can be found by visiting **our** website [www.lawshield.co.uk](http://www.lawshield.co.uk) or request a copy by emailing **us** at [dataprotection@lawshield.co.uk](mailto:dataprotection@lawshield.co.uk)

Alternatively, you can write to **us** at:

Compliance Department  
Lawshield UK Limited  
1210 Centre Park Square  
Centre Park  
Warrington  
WA1 1RU



## Financial & Legal Insurance Company Limited Privacy Notice

**We** are Financial & Legal Insurance Company Limited, referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is Z561011X.

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.

### **Financial & Legal Insurance Company Limited'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://financialandlegal.co.uk> or request a copy by emailing **us** at [info@financial&legal.co.uk](mailto:info@financial&legal.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Financial & Legal Insurance Company Limited, Cheadle Royal Business Park, No 1 Lakeside, Cheadle, SK8 3GW.