



family legal expenses insurance policy

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues and the hours of 09.00 – 17.00 Monday to Friday excluding Bank

Holidays for taxation and Identity Theft issues. A legal and taxation advice service is also provided as below.

LEGAL CLAIMS NOTIFICATION & ADVICE HELPLINE SERVICE - 0844 800 0128
THIS HELPLINE SERVICE IS ONLY IN RESPECT OF LEGAL ISSUES AND CANNOT ASSIST WITH ANY OTHER INSURANCE MATTER.

TAX ADVICE HELPLINE SERVICE - 01455 852034
THIS HELPLINE SERVICE IS ONLY IN RESPECT OF TAXATION ISSUES AND CANNOT ASSIST WITH ANY OTHER INSURANCE MATTER.

TAX CLAIMS NOTIFICATION & IDENTITY THEFT HELPLINE SERVICE – 01384 377000
THIS HELPLINE SERVICE IS ONLY IN RESPECT OF NOTIFICATION OF TAX CLAIMS AND ID THEFT ISSUES AND CANNOT ASSIST WITH ANY OTHER INSURANCE MATTER.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:-
 - take over the claim on Your behalf.
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We will pay under the policy where:-
 - We consider it is unlikely a reasonable settlement of Your claim will be obtained;
 - there are insufficient prospects of obtaining recovery of any sums claimed; or
 - the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.
- If Legal Proceedings have been agreed by Us You may at this stage decide to nominate and use your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own Professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

PLEASE NOTE THAT IF YOU ENGAGE THE SERVICES OF ANYONE PRIOR TO MAKING CONTACT WITH THE HELPLINE SERVICES AND INCUR ANY COSTS WITHOUT OUR PRIOR WRITTEN APPROVAL THESE COSTS WILL NOT BE COVERED BY THIS INSURANCE.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your Sales Agent immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

Please note that the Claims Notification & Legal Helpline Service is not empowered to give advice on the admissibility of any claim under the policy.

If You wish to make a claim or you have a query relating to policy cover, then you should contact: Claims Department, Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

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

Authorised Professional

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

Claims Agent

Auto Legal Protection Services Limited (ALPS), registered in England No. 3676991.

Registered Office: Sunnyside Mill, Highfield Road, Congleton, Cheshire, CW12 3AQ

ALPS is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register.

Court

A court, tribunal or other competent authority.

Coverholder

Legal Insurance Management Ltd, registered in England No. 307351.

Registered Office: 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS

Legal Insurance Management Ltd is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register

Credit Reference Agency

Equifax, Experian, and Call Credit.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

Excess

The first amount of each and every claim as detailed on the Schedule.

Home

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

Identity Theft

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

Indirect Losses

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

Insured Person

a) The Policyholder named in the Schedule.

b) The husband or wife of the Policyholder, or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.

c) The Policyholder's children and parents, normally resident in the Home.

Insurers

UK General Insurance Ltd on behalf of:- Ageas Insurance Ltd, registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

Ageas Insurance Ltd is authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register

Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

The sums specified in the Schedule and Policy being the maximum We will pay including Insured Events related by time or cause.

Payment Card

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

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event.

Sales Agent

The Agent appointed by ALPS to transact this Insurance with You.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits

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

Time of Occurrence

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

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

The Insurers and/or Legal Insurance Management Ltd, the Coverholder or the Authorised Professional.

In the Data Protection Act section of this policy 'We' also means ALPS.

COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will indemnify You in accordance with our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the

terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

INSURED EVENTS**(Section 1) Personal Injury**

What is Covered? Pursuing a civil claim for damages in respect of the injury or death of an Insured Person caused by negligence.	What is Excluded? Excluding:- 1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products). 2. any claim arising from a stress or psychological related condition. 3. any claim relating to the extended use of artificial tanning equipment. 4. a claim falling within the Small Claims Track limits.
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(Section 2) Consumer Disputes

What is Covered? Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:- 1. Obtaining services. 2. The purchase, hire, hire-purchase or sale of any personal goods. Claims within Small Claims Court Limits The payment of appropriate experts and court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100. Claims above Small Claims Court Limits The payment of Professional Fees incurred by the Appointed Representative appointed by Us.	What is Excluded? Excluding:- 1. any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy. 2. any contract where the dispute arises within the first 90 days of the first Period of Insurance. 3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported. 4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home. 5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract. 6. any incidents which occur as a result of defective products, goods or services. 7. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. 8. any dispute with local or government authorities.
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(Section 3) Home Rights

What is Covered? The pursuit of civil claims: - 1. Loss or damage to:- a) goods in the Home owned by or for which an Insured Person is responsible; or b) the Home. 2. An alleged infringement of rights appertaining to the Home.	What is Excluded? Excluding:- 1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. 2. disputes with local or government authorities. 3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement. 4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property. 5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works. 6. a dispute arising within the first 90 days of the first Period of Insurance. 7. claims relating to material damage covered by another relevant insurance policy. 8. mining subsidence.
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(Section 4) Taxation

What is Covered? Professional Fees arising from or relating to an in-depth HM Revenue & Customs investigation of an Insured Person's personal tax affairs.	What is Excluded? Excluding Professional Fees arising:- <ol style="list-style-type: none">1. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur.2. from investigation or enquiry by or transfer to the Special Compliance Office.3. as a result of a false or misleading statement or representation to the HM Revenue & Customs.4. from deficiencies in books, records, accounts or returns including the costs of repairing a return.5. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.
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(Section 5) Employment

What is Covered? A dispute with an Insured Person's employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	What is Excluded? Excluding:- Situations where the dispute arises within the first 90 days of the first Period of Insurance.
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(Section 6) Criminal Prosecution Defence

What is Covered? Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result of any act or omission or alleged act or omission, including:- Police Station Representation Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act. Magistrates' Court Representation Professional Fees incurred in representing an Insured Person at a Magistrates' Court. Crown Court Representation A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.	What is Excluded? Excluding:- <ol style="list-style-type: none">1. the defence of any offence of violence, or deliberate and wilful criminal acts or omissions.2. any matter where the Authorised Professional assesses that reasonable prospects of success do not exist.3. any offence relating to a motor bike / vehicle.4. Professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.5. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.6. any Professional Fees where the Insured Person fails to:<ol style="list-style-type: none">a) apply for a Representation Order under the Crown Court Means Testing scheme.b) submit any required information under the Crown Court Means Testing scheme.c) comply with the terms of the Representation Order.d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.7. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.
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(Section 7) Education

What is Covered? Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a Limit of Indemnity of £5,000.	What is Excluded? Excluding claims:- <ol style="list-style-type: none">1. arising where acceptance at the school involves examinations or other selection criteria.2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA.3. arising prior to the submission of an application to the school or LEA.4. arising where the LEA's refusal occurred within the first 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. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.
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(Section 8) Probate

What is Covered? The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.	What is Excluded? Excluding:- any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).
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(Section 9) Identity Theft

What is Covered?

Following an Event of Identify Theft:

- reasonable Legal Expenses and ancillary costs incurred:
 - to defend a claim from a financial institution, merchants or their collection agencies;
 - for the removal of any criminal or civil judgments wrongly entered against the Insured Person;
 - challenging the accuracy or completeness of any information in a Credit Reference Agency report; and
 - to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully;
- postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.
- fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.
- the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.

The events above must be as a result of an actual Identity Theft.

What is Excluded?

Excluding:-

- Any Identity Theft connected with your business, profession, or occupation.
- Any legal action where the Insured Person does not have a reasonable prospect of success.
- Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.
- Any Indirect Losses other than as identified above.

Identity Theft Claims Conditions

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

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

- contact the Identity Theft Helpline Service on 01384 377000
- make sure that they have their address history for the last 6 years
- file a Police report within 12 hours of discovering the Identity Theft
- let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft
- fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
- immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
- take all reasonable action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft Helpline Service on 01384 377000 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

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

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

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

(Section 10) Jury Service Expenses

What is Covered?

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

What is Excluded?

Excluding claims:-
the first 5 days of such service.

GENERAL POLICY EXCLUSIONS

This insurance does not cover: -

- Professional Fees incurred: -
 - in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
 - before Our written acceptance of a claim.
 - before Our approval or beyond those for which We have given Our approval.
 - where You fail to give proper instructions in due time to Us or to the Authorised Professional.
 - where You are responsible for anything which in Our reasonable opinion prejudices Your case.
 - if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.
 - in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.
 - where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.
- the pursuit, continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- claims which are conducted by You in a manner different from the advice or proper instructions of Us or those of the Authorised Professional.
- appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have a reasonable chance of success.
- any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
- damages, fines or other penalties You are ordered to pay by a court, tribunal or arbitrator.
- claims arising from an Event occasioned by Your deliberate act, omission or misrepresentation.
- claims arising from: -
 - ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - war terrorism or any like or any associated risk.
 - seepage pollution or contamination of any kind.
 - pressure waves caused by aircraft or other aerial devices.
- any dispute relating to written or verbal remarks which damage Your reputation.

10. any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour other than as insured under insured event - criminal prosecution defence.
11. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
12. Legal Proceedings outside the United Kingdom and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
13. a dispute which relates to any compensation or amount payable under a contract of insurance.
14. a dispute with Us not dealt with under the Arbitration Condition.
15. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
16. an application for judicial review.
17. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
18. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
19. any claim arising from a stress or psychological related condition.
20. disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisors.
21. a claim falling within the Small Claims Track limits (other than as detailed in Section 2).
22. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
23. Legal Proceedings between an Insured Person and a central or local government authority.
 - a) Unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
 - b) Concerning the imposition of statutory charges.
24. any matter in respect of which an Insured Person is entitled to Legal Aid.
25. any Professional Fees incurred in defending or pursuing new areas of law or test cases.
26. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

POLICY CONDITIONS

Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

Observance

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

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

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

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

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

Alternatively We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

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

UK Underwriting Ltd is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert, agent or other person without Our agreement.

Recovery of Costs

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

Fraud

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Data Protection Act 1998

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

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

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

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

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

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

Acts of Parliament

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

Arbitration

Any dispute between You and Us will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree, or if we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions.

Contracts (Rights of Third Parties) Act 1999

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

Notices

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

Helpline Service

The Legal and Tax Helpline Service provides advice on any problem affecting the Policyholder.

All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service: - 0844 800 0128

Tax Helpline Service: - 01455 852034

ID Theft & Tax Claims Notification Service: - 01384 377000

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Complaints Procedure

We are committed to providing you with the highest standard of service and customer care. We realise however, that there may be occasions when you feel you did not receive the standard of service you expect. Should you have cause for complaint about any aspect of the service we have provided to you, please write to: The Managing Director, Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL. An acknowledgment that your complaint has been received will be sent to you within 5 working days following which your complaint will be investigated on behalf of the Managing Director. Please quote your policy reference in any communication. If you have received a final response to your complaint or it has been 4 weeks since your complaint was made to us, and you remain unhappy, please write to:

The Managing Director, Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands, DY8 1PS

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

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

Tel: 0845 218 2685

Email: customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Tel: 0845 080 1800

This does not affect Your statutory rights.

Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme, if it cannot meet its obligations.

This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about Compensation Scheme arrangements from the FSCS or visit www.fscs.org.uk.

family legal expenses - policy summary

Some important facts about the ALPS Family policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so please take time to read the policy document to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

NAME OF INSURER

The policy is underwritten by Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA. The company is authorised and regulated by the Financial Services Authority.

COVERHOLDER and CLAIMS AGENT

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 16 -18 Hagley Road, Stourbridge, West Midlands DY8 1PS and Auto Legal Protection Services Ltd, PO Box 115, Congleton, Cheshire, CW12 3FL.

TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The limit of indemnity provided will be shown on the policy schedule issued.

LIMIT OF INDEMNITY

£50,000 any one claim and within one period of insurance.

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Personal Injury	Death of or bodily injury resulting from the negligence of another person.	Stress, psychological & medical or clinical negligence or pharmaceutical related conditions and extended use of artificial tanning equipment.
Consumer Disputes	Pursuing or defending a claim, which arises from a contract for services, purchase, hire, hire purchase or sale of personal goods.	We do not cover claims where the value in dispute is less than £100, or which arise within the first 90 days of the first Period of Insurance. Claims relating to the planning, erection and the like of buildings or disputes with local or government authorities, contracts connected to your business or profession or any incidents as a result of defective products, goods or services are also excluded.
Home Rights	Pursuing claims connected to goods or services used in your home or an infringement of your rights relating to your home.	We do not cover disputes arising within the first 90 days of the first Period of Insurance, claims connected to leased or rented property, planning erection and the like of buildings, or disputes with local government authorities, compulsory purchase and the like to any property and mining subsidence.
Taxation	Professional Fees arising from or relating to an in-depth HM Revenue & Customs investigation of your personal tax affairs.	We do not cover investigations that had already commenced or you knew would commence before our cover started, investigations involving the Special Compliance Office, false or misleading statements to HM Revenue & Customs, deficiencies in accounts or any claim involving criminal proceedings.
Employment	Disputes with Your employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	We do not cover disputes arising within the first 90 days of the first Period of Insurance.
Criminal Prosecution Defence	Defence of your legal rights including appeal, where criminal proceedings have been brought against you.	We do not cover any offence relating to a motor bike/vehicle, professional fees in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme and which exceed the Limit of Indemnity, professional fees where You fail to apply, submit or comply with a Representation Order.
Education	Appealing against a decision of a Local Education Authority arising out of the LEA's failure to comply with its published admission policy resulting in the refusal to accept the Insured's child at the school of their preference.	Where acceptance at the school involves examinations or other selection criteria. If the refusal is within 6 months of the first period of insurance. Unless the formal appeals process has first been followed. If the child has been previously excluded from another school. Children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.
Probate	The pursuit of a claim in respect of a probate dispute involving the Insured person's parents, grandparents, children, step-children or adopted children.	Where a will has not been previously made, concluded, or cannot be traced.
Jury Service Expenses	The actual loss of salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day up to a maximum of £1,000 per claim.	We do not cover the first 5 days of such service.
Legal Helpline	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

family legal expenses - policy summary

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Identity Theft	<p>Defending a claim from a financial institution, merchants or their collection agencies.</p> <p>The removal of any criminal or civil judgments wrongly entered against the Insured Person.</p> <p>Challenging the accuracy or completeness of any information in a Credit Reference Agency report.</p> <p>Creating documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully</p> <p>Postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.</p> <p>Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.</p> <p>The Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.</p>	<p>Any Identity Theft connected with the Insured Person's business, profession, or occupation.</p> <p>Any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.</p>

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf and appoint a specialist of our choice to act on your behalf.
- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own Professional we must agree this in advance and you will be responsible for any Professional Fees in excess of i) those which our own specialists would normally charge us (Details are available upon request) or ii) in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a Professional prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom, Channel Islands and Isle of Man.
- We do not cover claims connected to Matrimonial or Family Disputes.
- The policy does not cover any activity connected to a business or any venture for gain.
- In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.
- We do not cover any matter in respect of which an Insured Person is entitled to Legal Aid.
- We do not cover any professional fees incurred in defending or pursuing new areas of law or test cases.
- We do not cover any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

We hope you are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form will be dispatched for completion by the insured person and return to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department, Legal Insurance Management Ltd, 16 -18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

COMPLAINTS PROCEDURE

We hope you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim you should in the first instance write to the Managing Director of ALPS at the above address.

If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the policy document.

If you are still not happy with the response you have received, you have the right to ask the Financial Ombudsman to review your case.

COMPENSATION SCHEME

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk