

Touring Caravan Insurance Policy Wording

Effected through:

Commercial Express Quotes Limited

Here is **your** Policy document, which together with the separate **Schedule** and any endorsements form the Contract of Insurance. Any proposal form or statement of fact, (including any additional information provided) will form the basis of the agreement between **you** and **Underwriters** and it is therefore essential that all material details affecting the risk have been disclosed to **us** at the outset or immediately if any alterations arise

Notice

The parties to this Policy are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance shall be subject to English Law

Agreement

In consideration of the Insured named in the **Schedule** paying the premium mentioned in the **Schedule** to the **Underwriters** named therein or to **Underwriters** whose names are with **your** consent substituted therefore by memorandum attached hereto (such **Underwriters** or substituted **Underwriters** being hereinafter called "The **Underwriters**")

the **Underwriters** severally and not jointly agree to insure each for his own part and not one for another and therefore each for his own share as set out hereinafter in the manner and to the extent provided for in the respective Sections specified as operative in the **Schedule** in respect of events occurring during the **Period of Insurance** set out in the **Schedule** or any subsequent period for which the Insured shall pay and the **Underwriters** shall accept the premium required

in witness whereof I being duly authorised by the **Underwriters** have hereunder subscribed my name on their behalf



For East Kent Underwriting Services Ltd
Contract reference: B1164AIXAG31936

Definitions

Certain words have special meanings which apply wherever they appear in this policy or **your schedule**. To help **you** identify these words they always appear in bold type in the policy.

These words and their meanings are shown below.

1. **You/Your** means the person or persons named as the insured in the **schedule**.
2. **We/Our/Us** means Certain **Underwriters** at Lloyd's
3. **Period of insurance** means the duration of this policy as shown in the **schedule** and any further period for which **we** accept the premium.
4. **Territorial Limits** means anywhere (including transits between ports) in England, Scotland, Wales, Northern Ireland, The Isle Of Man and the Channel Islands.
5. **Continent of Europe** means any country which is a member of the European Union Bosnia, Croatia, Gibraltar, Iceland, Macedonia, Moldova, Monaco, Norway, San Marino, Serbia & Montenegro, Switzerland, Turkey and Ukraine.
6. **Caravan** means any caravan or trailer tent and its manufacturer's equipment, owned by **You**, **You** are buying under a Hire Purchase Agreement or for which **You** are legally responsible, details of which have been given to and accepted by **Us**.
7. **Contents** means property intended for use in, on or about the Caravan including fixtures, fittings furnishings utensils awnings and accessories added since manufacture belonging to **you/your family** excluding
 - a. Money, jewellery, watches, photographic and optical equipment, camcorders, contact or corneal lenses, sports equipment, pedal cycles.
 - b. Any item worth more than 50% of the **sum insured** unless specified.
 - c. Property which is insured elsewhere.
8. **Excess** means the first part of any claim for loss or **damage** for which **you** are responsible. Any **sum insured** limit will apply after the **excess** has been deducted.
9. **Damage / Damaged** means loss or **damage** including theft and attempted theft.
10. **Sum insured** means the monetary amount shown against any item.
11. **Costs** means legal fees and other costs and expenses incurred with **our** written consent.
12. **Family** means **your** spouse/partner, children, parents and other relatives and friends using the Caravan with **Your** permission.
13. **Market Value** means the cost of replacing **Your** Caravan with one of the same age and similar type and condition. The cost of replacing **Your Contents** as new, less a deduction for wear, tear and depreciation.
14. **Schedule** means the latest **schedule** issued by **us** as part of **your** policy.

Repairs

You may arrange to have work started on any reasonable repairs, after **damage** has occurred. At the same time, we must be told of the **damage** and be given a detailed estimate of the repair costs.

Loss of Use and Hiring Charges

In the event of the **caravan** being rendered unusable following a claim for **damage** insured under this policy or in the event of the theft of the **caravan** we will pay for holidays booked prior to the accident or theft expenses reasonably incurred for the hire of another caravan or alternate accommodation up to 5% of the **sum insured** for each complete week of lost use and pro rata for shorter periods subject to a maximum of 15% of the **sum insured** in any **period of insurance**.

You must maintain a record of all hiring, agreed hiring charges, expenses incurred and deposits paid.

Cover

In the event of the caravan or contents being lost, damaged or stolen during the Period of Insurance whilst the caravan is

- a. being used by You or Your Family for social domestic and pleasure purposes anywhere within the Territorial Limits or within the Continent of Europe or whilst is in transit between these countries up to a maximum period of 90 days any one trip
- b. is being towed or transported by, or is in the custody or control of any caravan manufacturers, supplier, repairer or engineer or road vehicle recovery service in connection with their business anywhere within the Territorial Limits or within the Continent of Europe or whilst is in transit between these countries up to a maximum period of 90 days any one trip
- c. not in use, whilst at your Home Address or whilst stored at the Storage Location shown on Your Schedule

We will at Our option indemnify you by:

Paying the cost of repair or paying the amount of the damage or replacing the caravan and contents

Basis of Settlement / Indemnity

- a. If at the time of the Damage Your Caravan is less than 5 years old Your claim will be calculated as follows
 - i) if repair is carried out We will pay the cost of repair without deduction for wear and tear
 - ii) if Your Caravan and Contents (other than clothing and personal effects) are Damaged beyond economic repair or are stolen and not recovered We will pay for the replacement with new of the same make and model or the nearest equivalent
 - iii) in respect of Clothing and personal effects We will pay the cost less a deduction for wear, tear and depreciation
- b. Otherwise Your claim will be calculated as follows
 - i) if repair is carried out We will pay the cost of repair without deduction for wear and tear
 - ii) if replacement of Contents is necessary We will pay the Market Value
 - iii) If Your Caravan and Contents (other than Clothing and personal effects) are Damaged beyond economic repair or is stolen and not recovered We will pay the Market Value
 - iv) in respect of Clothing and personal effects We will pay the cost less a deduction for wear, tear and depreciation

Provided always that

The Sum Insured

The Sum Insured shown in the Schedule represents, in respect of Basis of Settlement A, the new replacement costs and in respect of Basis of Settlement B, the full Market Value of Your Caravan and Contents.

Obsolete parts

Where a claim results in the caravan needing new parts or accessories which are found to be obsolete or unobtainable our liability will be limited to the last known list price of the part or accessory required, together with appropriate fitting charge.

Matching Parts

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Maximum Liability

The maximum We will pay in respect of contents is 25% of the total Sum Insured shown in the Schedule and in respect of the caravan and contents together is the Sum Insured shown in the Schedule plus any reasonable cost of protection and removal of the caravan to the nearest suitable repairer and returning it after repair to Your address in Great Britain, Northern Ireland or The Isle of Man.

SPECIAL PROVISIONS

Hire Purchase and Leasing

If the caravan is the subject of a hire purchase or leasing agreement, payment for the total loss or destruction of the caravan will normally be made to the legal owner of the caravan, where known by us.

Protection against inflation (Index Linking)

Each year at renewal the sums insured will be adjusted in line with the appropriate Retail Price Index or another appropriate index. Renewal will be invited at a premium based on the adjusted Sums Insured.

Any increase in replacement costs during the insurance year will automatically be covered, subject to the sums insured being adequate at inception and subsequent renewal.

This protection will continue to apply from the time of any loss or damage to the time the resulting claim is settled provided you have not unreasonably delayed notification or settlement of the claim in any way.

Exclusions

This section does not cover:

1. The excess shown in the schedule.
2. Theft or attempted theft of the Caravan when unattended and detached from the towing vehicle unless the Caravan is fitted with a proprietary hitchlock and a wheelclamp of proprietary make which surrounds part of tyre and covers at least one of the wheel nuts or an axle wheel lock device of proprietary make or the wheels are removed and stored away from the Caravan or the Caravan is secured with any other security devices agreed by Underwriters and endorsed hereon

However, the above security requirements will not apply while the Caravan is in the custody of a caravan dealer for service or repair

3. Theft of Your Caravan or its Contents whilst the Caravan is attached to the towing vehicles unless the ignition keys are removed from the towing vehicle
4. Damage caused by or arising from manufacturing defects depreciation, weathering, wear and tear, gradual deterioration ingress of water through seams and seals, mechanical or electrical failures or breakages or the effects of mildew, insects moths or vermin, rust corrosion fungus or woodworm or the process of dyeing, cleaning, washing, maintenance, dismantling altering or repair (but this exclusion shall not exclude subsequent Damage which is otherwise not excluded)
5. Damage by theft, attempted theft or malicious damage caused by You or Your Family or with the connivance of any occupant or user
6. Damage arising from deception or the use of stolen, forged or invalid cheques drafts bank notes and the like
7. Damage caused by You or Your Family where the driver of the towing vehicle does not have a valid driving licence
8. Damage to any living creature or Damage caused by pets from chewing, scratching tearing or fouling
9. Damage arising out of the liquidation, insolvency or bankruptcy of any caravan dealer or agent
10. Damage to tyres by punctures, cuts, burst, or breaking
11. Damage to contents by theft or attempted theft while the caravan is left unattended unless there has been forcible and violent entry.
12. Loss or damage to the caravan and its contents unless kept whilst not in use within the boundaries of your permanent home or other location as notified to and accepted by us
13. Loss or damage by escape of water following the freezing of water/heating systems
14. The first £500 of any one claim in respect of Storm damage to erected awnings or trailer tents whilst the Caravan is unattended and unoccupied

Sub-section 1 indemnity to the insured:

If **you** or **your family** are legally liable for causing death, bodily injury or illness to any person, or accidental damage to their property;

Happening during the **period of insurance** and arising from any accident involving the **caravan**.

We will pay:

- a. **damages** or compensation to that person for the injury or **damage** caused
- b. their legal costs to claim compensation from **you**
- c. **Your costs** for defending the claim.

The maximum amount we will pay for any claim or claims arising from one event is £1,000,000.

In addition we will pay:

- a. **Costs**
- b. In relation to any event that may be covered by this section the solicitor's fees incurred:
 - i) at any coroner's inquest
 - ii) at any fatal inquiry
 - iii) for defending in any Court of Summary Jurisdiction

provided **our** written consent has been obtained.

Sub-Section 2 Legal Personal Representatives

If any person insured under this section of the policy dies, the personal representative will be entitled to the cover provided by this section for any claim made.

Exclusions

We will not pay for:

- a. Liability arising whilst the **Caravan** is being towed, including if it becomes detached from the towing vehicle
- b. Liability arising from the **caravan** being used for hire or reward or any trade or business purpose
- c. For **damage** to property owned by or in the custody or control of **you, your family**, or any other person to whom the **caravan** is lent
- d. Liability arising from any deliberate or wilful or malicious act or as a direct or indirect consequence of assault or alleged assault
- e. Liability arising from the transmission of any infectious disease or virus
- f. Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 or any amending legislation
- g. Liability for any person other than **you** or **your family**, unless the person seeking the benefit of the cover:
 - i) Observes the terms and conditions of this policy
 - And
 - ii) Is not entitled to cover under any other policy.
- h. Liability for death, bodily injury or illness to:
 - i) **You** or **your family**
 - ii) Any employee of **you, your family** or any person to whom the **caravan** is lent

Policy Conditions

1. Effect of Conditions on Right to Benefit

The right to receive the benefit of this insurance is conditional upon any person seeking benefit observing and being subject to the terms and conditions of this policy.

2. We are entitled to:

Company's Control of Claims

- a. Receive all necessary information and assistance from **you** and from any other person seeking benefit under this policy.
- b. Take over and conduct in **your** name, or any person seeking benefit under this **policy**, the defence or settlement of any claim.
- c. Take proceedings at **our** own expense and for **our** own benefit, but in **your** name or any other person who is claiming or has received benefit to recover any payment made up due under this policy.

3. Care of property

The property insured must be maintained in sound condition and all reasonable precautions taken to prevent any minimise any claims.

4. Change in circumstances

You must inform **us** as soon as reasonably possible, of any change in the information **you** have provided to them about **your caravan** or **yourself** which may affect the insurance cover provided.

If **you** are in doubt whether to notify **us** of a change, **you** should contact them with full details.

If **you** fail to tell **us** of any changes in circumstances **you** may not be covered in the event of a claim.

5. How to claim

Any event which might become a claim contact the agent that arranged this insurance for **you** as soon as reasonably possible or contact **us** on telephone number 0845 880 9895. This may affect **your** No Claims Discount entitlement. A written statement of the claim will be required, and a claim form will be provided on request. Supporting documentation (estimates, bills and the like obtained at **your** expense) must be also sent to **us**.

You must also take all reasonable steps to minimise loss or **damage** and take all practical steps to recover lost property.

The police must be informed of any theft, attempted theft or **damage** cause by malicious persons or vandals.

If any person is claiming against **you** and **your family**, every letter, claim, writ or other document should not be answered, but must be sent to **us** without delay. **You** and **your family** must not attempt to negotiate any claim nor admit or repudiate any claim without their consent.

6. Other insurance

If when any claim arises there is any other insurance in force covering the same matter, **we** will only pay **our** rateable proportion.

7. Arbitration

Where **we** have accepted a claim, but there is disagreement over the amount payable, the dispute will be referred to an arbitrator appointed as the law requires. When this happens legal proceedings cannot be started against **us** until the arbitrator has made an award.

8. Average

The insurance of property by this Policy is subject to the Condition of Average.

This means that if the **sum insured** immediately before any loss or **damage** does not represent the full cost of replacement as described in '**Sum Insured**'. We will only pay the same proportion of the loss or **damage** as the **Sum Insured** bears to the full cost of replacement.

For example: if the sum represents only one half of the full replacement cost we will only pay for one half of the amount lost or **damaged**.

9. Fraud

If a claim is fraudulent in any respect, all benefit under this Policy will be forfeited.

10. Cancellation

We may cancel the certificate by writing to **You** at **Your** last or known address confirming that all cover will end 14 days after the date of **Our** letter; or **You** may cancel the certificate by giving **Us** written instructions.

If **You** or **We** cancel the certificate, and **You** have not made a claim during the current period of insurance, **We** shall calculate the proportionate premium for the period **You** have been insured and will refund any balance, less an administration fee, for any remaining period of cover. No premium will be refunded for amounts under £25.00 + IPT + £15.00 fee totalling £41.25.

11. Instalments/Direct Debit

If **You** default under a credit arrangement to pay the premium, all coverage ceases from the default date unless **We** agree in writing to re-instate cover.

12. No Claim Discount

In calculating the renewal premium for **your** policy a discount will be allowed provided **you** have not made a claim during the previous **period of insurance**.

Any claim will result in the No Claims Discount at next renewal being reduced to nil.

13. Law Applicable To Content

Either **you** or **we** have the right to say which country's law will apply to the insurance. Unless **you** or **we** say different, the laws of England and Wales will apply.

General Exclusions

We will not pay for:

1. Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following, regardless of any other contributing cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war may be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
2. harm or **damage** to life or to property (or the threat of such harm or **damage**) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event:

Terrorism is defined as any act or acts including but not limited to

- a. the use or threat of force and/or violence and/or
- b. harm or **damage** to life or to property (or the threat of such harm or **damage**) including, but not limited to, harm or **damage** by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

This paragraph (3) applies only in respect of the **caravan** and **contents** sections of this policy.

3. Any action taken in controlling, preventing, suppressing or in any way relating to (2) above.
4. **Damage** to any property or any resulting loss or expense or any consequential loss or legal liability directly or indirectly cause by or contributed to by or arising from:
 - a. Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. The radioactive, toxic, explosive or any other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - c. Pollution or contamination of any sort and however caused.
5. Any liability arising from an agreement which would not have existed in the absence of that agreement.
6. **Damage** by pressure waves from aircraft or other aerial devices flying faster than the speed of sound.
7. Any reduction of **market value** beyond the cost of repair or replacement.
8. **Damage** cause by, or any legal liability arising from, the failure, breakdown or breakage of any mechanical, electrical, electronic or computer equipment caused by the equipment not being able to recognise or process any date as the true calendar date.
9. Any Liability arising from the ownership possession or use of any mechanically propelled vehicle

Subsequent loss or **damage** will still be covered subject to the terms and conditions of this policy.

Complaints

Our aim is to provide a first class standard of service. However, if **you** have any cause for complaint, **you** should in the first instance, contact the intermediary who arranged this policy for **you**. If **you** are in any way dissatisfied with their response or require further information or assistance, then **you** should contact:

Commercial Express Quotes Limited
Unit 4, Castlegate Court
Castlegate Way
Dudley
DY1 4RD

If **you** are not satisfied with the way a complaint has been dealt with **you** may ask **your** Underwriter to review **your** case.

Policy Holder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M &HA

Telephone: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@Lloyds.com

If **you** remain dissatisfied and wish to make a complaint, and **you** are an eligible complainant, **you** may refer the matter at any time to:

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

Telephone: 0845 080 1800

Email: complaint.info@financial-ombudsman.org.uk

Definition of an Eligible Complaint

An eligible complaint is either a private individual, a business with a group annual turnover of less than £1million or a trustee of a trust with a net asset value of less than £1 million at the time of complaint.

Financial Services Compensation Scheme

Certain **Underwriters** at Lloyd's are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if Certain **Underwriters** at Lloyd's is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme

7th Floor, Lloyd's Chambers
Portsoken Street
London E1 8BN

and on their website www.fscs.org.uk

CARAVAN UNINSURED LOSS RECOVERY 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 Claims Helpline Service, which operates 24 hours a day, 365 days a year.

Legal Helpline Service - 0844 800 0128

This Helpline service is only in respect of legal 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:

1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
2. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim; or
3. there is 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 this policy.

- * If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any 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.

Please note that if You should engage the services of a professional prior to making contact with this Helpline any costs that You incur are not covered by this insurance.

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

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the Claims Helpline Service, which operates 24 hours a day, 365 days a year.

The Legal Claims Notification & Advice Helpline Service telephone number is 0844 800 0128.

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.

DEFINITIONS**Agent**

The Agent appointed by the Coverholder to transact this insurance with You.

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.

Event

An event act or omission giving rise to a claim for indemnity against Us.

Insured Person

The Policyholder and any other person authorised by You to drive or to be a passenger in or on the Insured Vehicle.

Insured Vehicle

1. The caravan specified in the caravan insurance policy issued with this policy.
2. Any motor vehicle attached to this caravan provided that such motor vehicle is not insured for equivalent cover under any other policy.

Insurer

UK Underwriting Limited on behalf of:-

Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

Legal Insurance Management Ltd, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. 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 being the maximum We will pay including incidents related by time or cause.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

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

Professional Fees

Legal 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 Incident.

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 European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Morocco, Norway, Romania, San Marino, Serbia, Switzerland, Tunisia and Turkey (West of the Bosphorus only).

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

The Insurers and/or Legal Insurance Management Limited, the Coverholder.

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 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 Insured Incident.

INSURED INCIDENT

(Section 1) Personal Injury & Uninsured Loss Recovery	
What is Covered?	What is Excluded?
An Event which occurred in the Territorial Limits during the Period of Insurance involving the Insured Vehicle and resulting in:- 1. the death of or bodily injury to an Insured Person. 2. uninsured losses being incurred by an Insured Person.	

EXCLUSIONS

This insurance does not cover:-

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.
 - b) before Our written acceptance of a claim.
 - c) before Our approval or beyond those for which We have given Our approval.
 - d) where You fail to give proper instructions in due time to Us or to the Authorised Professional.
 - e) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
 - f) if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional or withdraw from the Legal Proceedings or the Authorised Professional refuses to continue to act for You.
 - g) 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.
 - h) 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.
2. 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.
3. Claims which are conducted by You in a manner different from the advice or proper instructions of the Authorised Professional.
4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have a reasonable chance of success.
5. 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.
6. Damages, fines or other penalties You are ordered to pay by a Court tribunal or arbitrator.
7. Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
8. Claims arising from:-
 - a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) Any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
 - c) War, terrorism or any like or any associated risk.
 - d) Seepage, pollution or contamination of any kind.
 - e) Pressure waves caused by aircraft or other aerial devices.
9. Any dispute relating to written or verbal remarks which damage Your reputation.
10. Any Professional Fees relating to Your alleged dishonesty, or violent behaviour or where there is an allegation that the Insured Person was in control of the vehicle whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
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 Territorial Limits and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
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 claim where Your motor insurers are entitled to repudiate Your motor policy or refuse indemnity.
18. Any claim where an Insured Person (not being the Policyholder) is driving under a 'driving other cars' extension to their motor insurance policy.
19. Claims arising out of the use of an Insured Vehicle by an Insured Person for racing, rallies, trials or competitions of any kind.
20. Travelling expenses, subsistence allowance, or compensation for absence from work in pursuit of an Insured Person's claim.

21. Any claim if an Insured Person has never held (or has been disqualified from holding or obtaining) a driving licence at the time of the Event.
22. Any claim arising from a contractual relationship.
23. Claims made by an Insured Person against any authorised passenger in the Vehicle.
24. Claims for passengers where there is a conflict of interest between You or the authorised driver and any other passenger(s).
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 miss-selling or mismanagement of financial services or products.

CONDITIONS

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 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.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept 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 the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement or
3. where there is insufficient prospects of obtaining recovery of any sums claimed

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 Insurers agent and in the matters of a claim act on behalf of the Insurer.

Representation

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

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

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 witness, expert or 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.

Arbitration

If there is a dispute between You and Us, which is not solved by the policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

Fraud

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

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.

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.

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 Agent within 14 fourteen 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 Insured at his last known address. Provided the premium has been paid in full the Insured 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 during this period.

Acts of Parliament

Any reference to an 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 and under European Law where applied in the United Kingdom.

LEGAL AND CLAIMS HELPLINE

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

Telephone Helpline Number: 0844 800 0128

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

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to: -

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

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

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

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

This applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. 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