

Static 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: B1164AIXAG33211

Definitions

Associated costs

The cost of site clearance, removing debris, dismantling, collection, delivery and re-siting.

Company/We/Us means Certain Underwriters at Lloyds

Contents means Household linen, clothing and personal belongings which belong to or are the legal responsibility of you or your family, while they are in your holiday caravan.

Contents in the open

Contents outside your holiday caravan within your plot boundary.

Endorsement

A change we or our agent make in writing to the policy.

Fees

Fees which have to be paid to repair or replace the holiday caravan. Fees do not include costs which you have to pay to make a claim under this policy.

Geographical Limits

United Kingdom

Holiday caravan

The holiday caravan together with outbuildings used for domestic purposes including all fixtures, fittings, furniture, furnishings, electrical equipment, utensils and gas bottles kept in it, and also gas bottles attached to the holiday caravan.

Household Linen means towels, bed and table linen

Insurance period

The period starting and ending on the dates shown on your schedule. It also includes any further period which you pay for and for which we accept or agree to accept your premium.

Market Value

The value of the holiday caravan taking into account its type, age, wear and tear, and general condition in the open market at the time of the loss, together with the cost of site clearance, debris removal and dismantling.

Money means current bank notes and coins, cheques, electronic cash pre-payment cards, trading stamps, stamps which are not part of a stamp collection, savings certificates, travellers cheques, postal and money orders, premium bonds, luncheon vouchers, telephone cards, season travel tickets and gift tokens.

New for old

The cost of replacing the holiday caravan with its brand new equivalent in the event of a total loss taking into account fees and associated costs as applicable.

Schedule

The document which describes you, the sum insured and any details of your policy that are specific to you.

Sums Insured means the amount insured as shown in your schedule

Unoccupied

When the holiday caravan has not been lived in

You/Your

The person(s) named as policyholder on your schedule

Your family

You, your husband, wife, partner, children (including adopted and foster children), parents and relatives, who all normally live with you.

Insurance of the Holiday Caravan and Contents -

The holiday caravan shown in the schedule which belongs to or is the legal responsibility of you or your family while sited on a licensed holiday caravan site within the geographical limits together with the contents are insured against loss or damage by the following:

What is covered	What is not covered
<p>1. Fire, lightning, explosion, earthquake</p> <p>2. Storm or flood</p> <p>3. Freezing of fixed water or heating systems. Water escaping from fixed water or heating systems, washing machines or dishwashers. Oil escaping from a fixed heating system.</p> <p>4. Riot, civil commotion, strike, labour or political disturbance.</p> <p>5. Malicious persons or vandals</p> <p>6. Theft or attempted theft</p> <p>7. Falling trees or branches</p> <p>8. Falling television or radio aerials, aerial fittings or masts</p> <p>9. Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p> <p>We also provide cover for the following:</p> <p>10. If the holiday caravan is made uninhabitable by any cause insured by paragraphs 1- 9 we will pay the:</p> <ul style="list-style-type: none"> - Rental charges you would have received but have lost - Reasonable additional costs of similar accommodation incurred in order to have or complete your holiday during the period necessary to restore the holiday caravan to habitable condition. 	<p>1. Loss or damage arising from the use of portable heaters with a naked flame</p> <p>2. Loss or damage by frost. Damage to fences or gates.</p> <p>Loss or damage caused by water entering the holiday caravan through seams or seals.</p> <p>Loss or damage unless the holiday caravan is securely anchored to the ground at four (or more) points of the chassis or is fully skirted</p> <p>3. Loss or damage caused by or resulting from the escape of water following the freezing of fixed water or heating systems occurring between 1st November (or the closing date of the site if earlier) and 31st March unless the holiday caravan</p> <ul style="list-style-type: none"> a) is occupied. b) has had the water turned off at the mains and all equipment fully drained (other than in respect of proprietary sealed central heating system containing antifreeze which has been fitted and maintained to the manufacturers specification) c) has a full central heating system is in operation to maintain a temperature not less than 4 degrees centigrade at all times <p>5. Damage caused by you or your family or occupant or user or by any hirer.</p> <p>Damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site or while the holiday caravan is unoccupied.</p> <p>6. Theft or attempted theft not involving forcible and violent entry into or exit from the holiday caravan whilst the holiday caravan is unoccupied unless the holiday caravan itself is stolen. Loss or damage caused by you or your family or by any hirer, occupant or user. Loss of or damage to televisions, personal computers, audio and video equipment occurring between the closing and opening dates of the site of while the holiday caravan is unoccupied.</p> <p>Loss or damage arising from deception by someone claiming to be a buyer or a buying or selling agent</p> <p>9. Loss or damage caused by domestic pets.</p> <p>10. Any amount which exceeds 20% of the total sum insured in any insurance period or which exceeds.</p> <ul style="list-style-type: none"> 1% of the total sum insured per week for claims occurring between October 1st and April 30th 2% of the total sum insured per week for claims occurring during May, June and September. 3% of the total sum insured per week for claims occurring during July and August. <p>Rental charges for bookings for which reasonable evidence is not available or which has not been made prior to the loss or damage.</p> <p>The additional costs of alternative accommodation for holidays not booked prior to the loss or damage and where reasonable evidence of the bookings is not available.</p>

<p>11 Loss or damage to freezer food caused by a rise or fall in temperature. By freezer food we mean food contained in a domestic deep freeze cabinet.</p> <p>12. The cost of replacing locks following:</p> <p>a) Accidental loss or theft of the keys to the external doors of the holiday caravan.</p> <p>b) Accidental damage to the locks of the external doors of the holiday caravan.</p> <p>13. Loss or damage by any cause insured by paragraphs 1- 9 of this section to contents in the open.</p> <p>14. Accidental damage caused to the underground water, gas, sewer and drainpipes and underground electricity and telephone cables within your plot boundary connected to the public mains for which you are responsible.</p> <p>15. Accidental breakage of glass in doors, windows, fanlights or skylights or of washbasins, splashbacks, pedestals, baths, sinks, bidets, lavatory cisterns, lavatory pans, shower trays and shower screens all fixed to and forming part of the holiday caravan.</p>	<p>11. Loss or damage caused by an electricity or gas company deliberately cutting off or reducing the supply to the holiday caravan.</p> <p>The most we will pay for any one claim is £100</p> <p>12. Loss or damage caused by any process of repair or restoration.</p> <p>The cost of repairing mechanical breakdown.</p> <p>13. loss or damage whilst the holiday caravan is unoccupied</p> <p>The most we will pay for any one claim is £300</p> <p>15. Loss or damage to camcorders. Damage caused by wear and tear, damp, damage from cleaning or repairing, restoration, mechanical or electrical breakdown, or anything which happens gradually.</p>
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The insured is indemnified against liability at law

<p>17. For damages and/or claimants' costs in respect of accidental bodily injury (including death, disease or illness or accidental damage to material property occurring during any insurance period in connection with the holiday caravan whilst sited on any licensed holiday caravan site within the geographical limits.</p> <p>The limit of indemnity for all damages and claimants' cost resulting from one original cause is £1,000,000</p> <p>We will also pay defence costs and other expenses incurred with our written consent.</p> <p>Paragraph 17 includes indemnity after your death to legal personal representatives in respect of liability incurred by you and covered by the policy provided that the legal personal representatives observe the terms as far as they can apply</p>	<p>17. Damage to property belonging to or held in trust by or in the custody or control of you or your family.</p> <p>Injury or damage arising out of the profession or business of you or your family</p> <p>Injury or damage arising out of the ownership, possession or use by or on behalf of you or your family of any mechanically propelled vehicle.</p> <p>Liability incurred solely in a personal capacity (not as occupier or owner of the holiday caravan)</p> <p>Liability arising from the direct or indirect consequence of assault or alleged assault or any deliberate, wilful or malicious act</p> <p>Liability arising from the transmission of any infectious disease or virus</p> <p>Liability arising from the ownership or possession of an animal included under the Dangerous Dogs Act 1991 (and any amending legislation)</p> <p>Liability assumed by agreement unless the liability would have existed without the agreement.</p> <p>Injury to an employee of you or your family arising out of and in the course of such employment.</p> <p>Injury (including death, disease or illness) to you or your family</p>
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Basis of Settlement / Indemnity

- a. If at the time of the Damage Your holiday 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 holiday 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 holiday 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 holiday Caravan and Contents.

Obsolete parts

Where a claim results in the holiday 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

SPECIAL PROVISIONS

Hire Purchase and Leasing

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

Automatic reinstatement of the sum insured.

The sum insured will not be reduced following a claim provided you carry out any recommendations we make to prevent further damage and the damage is made good without delay.

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 holiday 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 + fee.
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.

Exclusions which apply the whole policy

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.

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

9. Loss or damage which happens before cover starts or which arises from an event before cover starts, or any loss or damage caused deliberately by you or your family
10. In respect of Contents, Money, Jewellery, Gold Silver, Articles of precious metals, watches, camera, furs, pictures, works of art, curios and stamp, coin and other collections, Pedal Cycles, Sports equipment, fishing equipment, boating equipment, surfboards, pets, livestock, Securities, documents of any kind and any other property otherwise more specifically insured.

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 are 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

STATIC CARAVAN PROFESSIONAL FEES POLICY

IMPORTANT POLICY INFORMATION

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 by You to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 - 17.00 Monday to Friday excluding Bank Holidays for the Tax Helpline.

Legal Helpline Service - 0870 900 2168

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Helpline Service - 01455 852034

This Helpline service is only in respect of taxation issues and cannot assist with any other insurance matter.

ID Theft Helpline Service - 01384 377000

This Helpline service is only in respect of 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:-

1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
2. there is insufficient prospects of obtaining recovery of any sums claimed; or
3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

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.

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.

Please note that if You engage the services of anyone prior to making contact with this Helpline 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 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 in respect of the Legal Helpline and the hours of 09.00 - 17.00 Monday to Friday excluding Bank Holidays for the Tax and ID Theft Helpline.

The Legal Helpline claims telephone number is 0870 900 2168.
The Tax Helpline claims telephone number is 01455 852034.
The ID Theft Helpline Claims Telephone number is 01384 377000

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.

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.

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 privately owned static caravan which is permanently sited at one location.

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 persons name.

Insured Person

- a. The Policyholder named in the schedule.
- b. The husband or wife of the Policyholder, or the Policyholders 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 Policyholders children under the age of 21 and parents, normally resident in the Home.

Insurers

UK Underwriting Limited on behalf of:-

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

Legal Insurance Management Ltd, UK Underwriting Limited and Fortis Insurance Ltd 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 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 accountants 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.

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).

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.

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?	What is Excluded?
Pursuing a civil claim for damages in respect of the injury or death of an Insured Person caused by negligence.	<i>Excluding:-</i> 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.

(Section 2)
Consumer Disputes

What is Covered?	What is Excluded?
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-</p> <p>1. Obtaining services. The purchase, hire, hire-purchase or sale of any personal goods.</p>	<p><i>Excluding: -</i></p> <ol style="list-style-type: none"> 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 matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £100. 3. any contract where the dispute arises within the first 90 days of the first Period of the Insurance. 4. any contract under which a sum of money was due and payable more than 180 days before the claim was reported. 5. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home. 6. 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. 7. any incidents which occur as a result of defective products, goods or services. 8. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. 9. any dispute with local or government authorities.

(Section 3)
Home Rights

What is Covered?	What is Excluded?
<p>The pursuit of civil claims: -</p> <ol style="list-style-type: none"> 1. A contract dispute relating to goods or services used in Your Home. 2. Loss or damage to:- <ol style="list-style-type: none"> a) goods in the Home owned by or for which an Insured Person is responsible; or b) the Home. 3. An alleged infringement of rights appertaining to the Home. 	<p><i>Excluding: -</i></p> <ol style="list-style-type: none"> 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.

(Section 4) Taxation	
What is Covered?	What is Excluded?
Professional Fees arising from or relating to an in-depth Inland Revenue investigation of an Insured Person's personal tax affairs.	<p><i>Excluding Fees arising:-</i></p> <ol style="list-style-type: none"> 1. <i>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.</i> 2. <i>from investigation or enquiry by or transfer to the Special Compliance Office.</i> 3. <i>as a result of a false or misleading statement or representation to the HM Revenue & Customs.</i> 4. <i>from deficiencies in books, records, accounts or returns including the costs of repairing a return.</i>

(Section 5) Employment	
What is Covered?	What is Excluded?
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.	<p><i>Excluding: -</i></p> <p><i>situations where the dispute arises within the first 90 days of the first Period of Insurance.</i></p>

(Section 6) Defence against Criminal Prosecution	
What is Covered?	What is Excluded?
Defence of an Insured Person's legal rights including appeal or defence of appeal against judgement, conviction or sentence in respect of any act or omission leading to criminal proceedings being brought against an Insured Person.	<p><i>Excluding: -</i></p> <p><i>the defence of any offence of violence, or deliberate and wilful criminal acts or omissions.</i></p>

(Section 7) Education	
What is Covered?	What is Excluded?
<p>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.</p>	<p><i>Excluding claims:-</i></p> <ol style="list-style-type: none"> 1. <i>arising where acceptance at the school involves examinations or other selection criteria.</i> 2. <i>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.</i> 3. <i>arising prior to the submission of an application to the school or LEA.</i> 4. <i>arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance.</i> 5. <i>where the procedure for appealing against the decision to refuse a place at the school has not been followed.</i> 6. <i>where the child has been expelled, suspended or permanently excluded from another school.</i> 7. <i>for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.</i>

(Section 8) Probate	
What is Covered?	What is Excluded?
<p>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.</p>	<p><i>Excluding:-</i> <i>any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).</i></p>

(Section 9) Identity Theft	
What is Covered?	What is Excluded?
<p>Following an Event of Identify Theft:</p> <ol style="list-style-type: none"> 1. reasonable Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> a) to defend a claim from a financial institution, merchants or their collection agencies; b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person; c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully; 2. 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 actual Identity Theft. 3. 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. 4. 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>The events above must be as a result of an actual Identity Theft.</p>	<p><i>Excluding:-</i></p> <ol style="list-style-type: none"> 1. <i>Any Identity Theft connected with your business, profession, or occupation.</i> 2. <i>Any legal action where the Insured Person does not have a reasonable prospect of success.</i> 3. <i>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.</i> 4. <i>Any Indirect Losses other than as identified above.</i>

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:

1. contact the identity theft helpline on 01384 377000.
2. make sure that they have their address history for the last 6 years.
3. file a police report within 12 hours of discovering the Identity Theft.
4. let their bank(s) Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft.
5. fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable,
6. 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.
7. immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered.
8. take all reasonable action to prevent further damage to their identity.

Identity Theft Claims Process

The Insured Person must contact the Identify Theft helpline 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 case manager 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 agencies.

This service is available Monday to Friday from 9am to 5pm excluding bank holidays.

GENERAL POLICY 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, withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.
 - g. 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.
 - h) 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.
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 Us or those 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 occasioned by 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, criminal act, or violent behaviour.
 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 where We shall provide legal advice and assistance and exercise Our discretion as to payment of any further costs.
 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 miss-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 is 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 are 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, 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 or to protect Your interests We may disclose data You have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers 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 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 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.

Legal and Claims Helpline

The Legal Helpline provides advice on any legal problem affecting the Policyholder.

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

Legal Claims Helpline: 0870 900 2168

Tax Claims Helpline: 01455 852034

Identity Theft Helpline: 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

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:-

Head of Claims
 UK Underwriting Ltd
 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.

You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800

This does not affect Your statutory rights.

Compensation Scheme

Fortis 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 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk