



STEPHEN LOWER INSURANCE SERVICES LTD

Property Owners' Legal Expenses

Policy document

Arranged by Stephen Lower Insurance Services Ltd

A warm welcome to Stephen Lower Insurance Services Ltd

Thank **you** for taking out **your** Legal expenses policy with **us** – and welcome to Stephen Lower Insurance Services Ltd. Stephen Lower Insurance Services Ltd has been arranging Property Owners insurance since 1990.

As acknowledged experts within this area, the Stephen Lower team combine knowledgeable and experienced Underwriters with dedicated and conscientious Claims Managers, to provide an unparalleled level of service to both policy holders and brokers alike.

The Contract of Insurance

This is **your** Property owners' legal expenses policy. It sets out the details of **your** insurance contract with **us**.

This document, any endorsements, certificates and the schedule must be read together as one contract as they form **your** policy.

In return for payment of the premium shown in the schedule, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this policy, against:

- loss or damage **you** sustain;
- legal liability **you** incur for accidents happening,

during the **period of insurance**.

Please read the whole document carefully and keep it in a safe place. **You** should take the time to read all its terms, especially the conditions which **you** have to fulfil to ensure **your** insurance remains valid and what **you** have to do when making a claim.

It is important that **you**:

- check that the sections **you** have requested are included in the schedule;
- check that the information **you** have given **us** is accurate;
- comply with **your** duties under each section and under the insurance as a whole.

If this policy does not meet **your** requirements, or if **your** requirements change, **you** should contact Stephen Lower Insurance Services Ltd or **your** insurance agent at **your** earliest opportunity.

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Important information

Registration and Regulatory Information

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Financial Services Compensation Scheme (FSCS)

Amlin Underwriting Limited and ARAG plc. are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Amlin Underwriting Limited cannot pay a claim to **you** under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU and on their website at www.fscs.org.uk).

How to Make a Claim

Please contact ARAG (the administrator) on **0117 917 1698** or download a claim form at www.arag.co.uk/newclaims

You must then follow the claims procedures condition under Claims conditions.

Changes to Your Circumstances

Please tell **your** insurance agent as soon as reasonably possible if there are any changes to **your** circumstances which could affect **your** insurance.

Please also refer to Policy condition 2. of this policy.

If **your** circumstances change and **you** do not tell **your** insurance agent, **you** may find that **you** are not covered if **you** need to claim.

Important Telephone Numbers and Voucher Code

Legal and tax advice

0344 571 7978

If **you** have a legal or tax problem relating to **your business**, **we** recommend **you** call the confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers business-related legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Redundancy approval

0117 917 1698

We can arrange for specialist advice if **you** are planning redundancies. This will assist **you** to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available 9am and 5pm on weekdays (except bank holidays), subject to a charge.

Crisis communication

0344 571 7964

Where **you** need help to respond to negative publicity or media attention **you** can access professional public relations support and crisis communication services. **You** are insured against the cost of crisis communication services under the Crisis communication cover when **you** use this helpline.

Counselling assistance

0333 000 2082

For an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement.

Business legal services

Register today at www.araglegal.co.uk and enter the voucher code **X1232KC79BB5** to access the law guide and download legal documents to help with commercial legal matters.

Important information

How to Cancel Your Policy

You have a statutory right to cancel **your** policy within 14 days from the day of purchase or renewal of the contract or, the day on which **you** receive **your** policy or the renewal documentation, whichever is the later.

If **you** wish to cancel and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to cancel and the insurance cover has already commenced, provided **you** have not made a claim, **you** will be entitled to a refund of the premium paid, less a proportional deduction for the time **we** have provided cover.

If **you** do not exercise **your** right to cancel **your** policy, it will continue in force and **you** will be required to pay the premium.

For cancellation outside of the statutory cooling off period **you** can cancel this insurance at any time by writing (by e-mail, fax or letter) to **your** insurance agent.

If this insurance is cancelled then, provided **you** have not made a claim and there hasn't been an incident that could give rise to a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for 6 months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Cancellation – instalment payments

If **you** pay **your** premium by direct debit and there is any default in payment, Stephen Lower Insurance Services Ltd will contact **you** to request payment by a given date. If payment is still not received by this date, **we** may then cancel this policy. No refund or credit of premium will be due when cancellation takes place in these circumstances.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policy holder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid.

For **our** rights to cancel **your** policy please refer to Policy condition 1. of this policy.

Important information

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your** insurance agent or ARAG plc (the administrator).

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Please contact: ARAG plc (the administrator)

Post: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Telephone: +44 (0) 117 917 1561

Email: customerrelations@arag.co.uk

Website: www.arag.co.uk

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA

Telephone: +44 (0) 20 7327 5693

Fax: +44 (0) 20 7327 5225

Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone: (Fixed): 0800 0234567 Tel (Mobile): 0300 1239123

Tel (Outside UK): +44 (0) 20 7964 0500

Fax: +44 (0)20 7964 1001

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

Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of Lloyd's final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Important information

Privacy Notice

Information we process

You should understand that information **you** provide, have provided and may provide in future will be processed by **us**, in compliance with UK data privacy laws for the purpose of providing insurance, handling claims and/or responding to complaints.

Information containing personal and sensitive personal information

Information **we** process may be defined as personal and/or sensitive personal information. Personal information is information that can be used to identify a living individual e.g. name, address, driving licence or national insurance number. Personal information is also information that can identify an individual through a work function or their title.

In addition, personal information may contain sensitive personal information; this can be information about **your** health and/or any criminal convictions.

We will not use personal and/or sensitive personal information except for the specific purpose for which **you** provide it and to carry out the services as set out within this notice.

Collecting electronic information

If **you** contact **us** via an electronic method, **we** may record **your** Internet electronic identifier i.e. **your** internet protocol (IP) address. **Your** telephone company may also provide **us** with **your** telephone number.

How we use your information

Your personal and/or sensitive personal information may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

Who we share your information with

We may pass **your** personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share **your** personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within the Amlin Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

We will not disclose your personal and/or sensitive personal information to anyone outside the Amlin Group of companies except:

- where **we** have your permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; and/or
- where **we** may transfer rights and obligations under the insurance.

Why it is necessary to share information

Insurance companies share claims data to:

- ensure that more than one claim cannot be made for the same personal injury or property damage;
- check that claims information matches what was provided when the insurance was taken out;
- act as a basis for investigating claims when **we** suspect that fraud is being attempted; and/or
- respond to requests for information from law enforcement agencies.

Important information

The transferring of information outside the European Economic Area

In providing insurance services, **we** may transfer **your** personal and/or sensitive personal information to other countries including countries outside the European Economic Area. If this happens **we** will ensure that appropriate measures are taken to safeguard **your** personal and/or sensitive personal information.

Access to your information

You have a right to know what personal and/or sensitive personal information **we** hold about **you**. If **you** would like to know what information **we** hold, please contact the Data Protection Officer at the address listed within this notice, stating the reason for **your** enquiry. **We** may write back requesting **you** to confirm **your** identity, **we** may also charge a fee of GBP10 for processing **your** enquiry.

If **we** do hold information about **you**, **we** will:

- give **you** a description of it;
- tell **you** why **we** are holding it;
- tell **you** who it could be disclosed to; and
- let **you** have a copy of the information in an intelligible form.

If some of **your** information is inaccurate, **you** can ask **us** to correct any mistakes by contacting **our** Data Privacy Officer.

Providing consent to process your information

By providing **us** with **your** personal and/or sensitive personal information, **you** consent to **your** information being used, processed, disclosed, transferred and retained for the purposes set out within this notice.

If **you** supply **us** with personal information and/or sensitive personal information of other people, please ensure that **you** have fairly and fully obtained their consent for the processing of their information. **You** should also show this notice to the other people.

You should understand that if **you** do not consent to the processing of **your** information or **you** withdraw consent, **we** may be unable to provide **you** with insurance services.

Changes to this Notice

We keep **our** privacy notice under regular review. This notice was last updated on the 20th October 2015.

Contacting us

If **you** have any questions relating to the processing of **your** information, please write to:
The Data Privacy Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

You can also email **us** at: dataprivacyofficer@amlin.com

For information about the Amlin Group of companies please visit www.amlin.com

Important information

Choice of Law

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, **you** are either:

- a) a resident of; or
- b) a business with its registered office or principal place of business is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country.

Contracts (Rights of Third Parties) Act 1999

A person or company who was not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this condition does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act and any subsequent amendment to it.

Sanction Limitation

This policy will not provide any insurance cover or benefit and **we** will not pay any sum if doing so would mean that **we** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **us**.

Tax

You will pay any tax due on the premium in accordance with current legislation.

Meaning of words and terms

Certain words in the policy have specific meanings. These meanings are defined below. The words defined carry the same meaning wherever they appear in the policy, and are printed in bold to help **you** identify them.

Appointed adviser

The solicitor, accountant, mediator or other suitably qualified person, who has been appointed by **us** to act for an **insured person** in accordance with the terms of this policy.

Business

The business stated in the schedule.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed adviser** and **us** to pay their professional fees on the basis of “no-win no-fee”.

Conditional fee agreement

A legally enforceable agreement between the **insured person** and the **appointed adviser** for paying their professional fees on the basis of “no-win no-fee”.

Costs and expenses

- a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed adviser** on the **standard basis** and agreed in advance by **us**;
- b) in civil claims, other side’s costs, fees and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement;
- c) reasonable accountancy fees reasonably incurred under Part B Cover 11. Tax protection by the **appointed adviser** and agreed by **us** in advance;
- d) **your employee's** basic wages or salary under Part B Cover 9. Loss of earnings in the course of their employment with **you** while attending court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed adviser** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court, tribunal or other relevant body;
- e) the professional fees and expenses of an **appointed adviser** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** arising from an event insured under Part B Cover 3. Crisis communication.

Damage

Loss, destruction of or damage to the property insured.

Denial of service attack

Any actions or instructions constructed or generated with the ability to **damage**, interfere with or otherwise affect the availability of networks, network services, network connectivity or information systems. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses and the generation of excess or non-genuine traffic between and amongst networks.

Employee

A worker who has or alleges they have entered into a contract of service with **you**.

Full enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of **your** tax affairs, or where applicable the personal tax affairs of **your** directors or partners excluding those enquiries which are limited to one or more specific aspects of the self-assessment and/or corporate tax return.

Meaning of words and terms

Hacking

Unauthorised access to any computer or other equipment or component or system or item which processes stores or retrieves data, whether **your** property or not.

Insured person

- a) **You** and **your** directors, partners, managers, officers and **employees** of **your business**.
- b) The estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of that person dying.
- c) Any other person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Insured property

- a) **Your business** premises; and/or
- b) buildings owned by **you** which are let or which **you** intend to let to tenants for business or residential purposes and/or
- c) accommodation which is owned by **you** and which **you** let or intend to let to guests as holiday accommodation for leisure purposes under the terms of a written agreement, located within England, Scotland, Wales or Northern Ireland.

Period of insurance

The period from the effective date shown in the schedule until midnight on the expiry date shown in the schedule. This includes any subsequent period for which **we** may accept payment for renewal of this policy.

Phishing

Any access or attempted access to data or information made by means of misrepresentation or deception.

Property

Material property or land.

Reasonable prospects of success

- a) For all claims that are not described in b) and c) below the **insured person** must have a greater than fifty percent chance of successfully pursuing or defending their claim.
- b) If the **insured person** is seeking damages or compensation, there must also be a greater than fifty percent chance of enforcing any judgment that might be obtained.
- c) In criminal prosecution claims where the **insured person**:
 - i) pleads guilty, the **insured person** must have a greater than fifty percent chance of successfully reducing any sentence or fine;
 - ii) pleads not guilty, there must be a greater than fifty percent chance of that plea being accepted by the court.

Meaning of words and terms

Small claims court

A court in:

- a) England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999;
- b) Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002;
- c) Northern Ireland where the sum in dispute is less than GBP3,000.

Standard basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Territorial limit

- a) For Covers PART B 1.Compliance and regulation, 2.Contract and debt recovery, 8.Legal defence and 9.Loss of earnings: The European Union, the Isle of Man, the Channel Islands, Norway and Switzerland.
- b) For Covers PART B 4.Employment, 5.Employment compensation awards, 6.Employees extra protection, 7.Employment restrictive covenants, 11. Tax protection, 10.Statutory licence appeals, and 3. Crisis communication: the United Kingdom, Channel Islands and the Isle of Man.
- c) For Covers not listed in a) and b) above England, Scotland, Wales and Northern Ireland.

Terrorism

- a) Acts of persons acting on behalf of or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other legitimate government or accepted (illegitimate) government.
- b) Any action in controlling, preventing, suppressing, retaliating against or responding to any act or preparation in respect of action or threat of action described in a) above.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions intentionally constructed with the ability to **damage**, interfere with or otherwise adversely affect computer programs, data files or operations, whether involving self-replication or not. The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms and logic bombs.

We/us/our/ourselves

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited through its appointed representative MS Amlin UK Limited.

You/your

The **insured person** named in the schedule and additionally is extended to include any person or business appointed as an agent of the **business** to manage the letting of **insured property** to the extent that any such agent has acted on **your** behalf.

Policy conditions

These are the conditions of the cover and apply throughout **your** policy. There are additional conditions under each section of cover. If **you** do not comply with these conditions **you** may not receive payment for a claim or **you** may lose all right to cover under **your** policy or to receive payment for a claim.

If **you** are unsure about any of these conditions or whether **you** need to notify **us** about any matter, please contact Stephen Lower Insurance Services Ltd.

1. Cancellation – our rights

We may cancel the policy or any section by giving 30 days' notice (amended to 14 days' notice in respect of e) below) in writing by registered letter to **you** at **your** last known address and in this case **you** will be entitled to a proportionate return of premium in respect of the unexpired term of the policy (other than in circumstances where **we** invoke the Fraudulent claims condition under this section).

Reasons **we** may decide to cancel **your** policy include if:

- a) there is a material change in **your business**;
- b) there is reasonable suspicion of fraud or where there has been misrepresentation of material facts and/or other non-disclosure;
- c) **You** do not co-operate or supply information or documentation that **we** request which materially affects our ability to process the policy or **our** ability to defend **our** interests;
- d) following a survey at any of **your** properties or sites **we** have required **you** to make risk improvements and **you** have not completed these within a reasonable period of time advised by **us**;
- e) the first or renewal premium has not been paid within 14 days of the inception or renewal date to Stephen Lower Insurance Services Ltd;
- f) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **our** staff or suppliers.

Where a claim has been made during the current **period of insurance**, the full annual premium will still be payable despite cancellation of cover and **we** reserve the right to deduct this from any claim payment.

2. Change in circumstances or alteration to the risk

If **you** would like to make changes to **your** policy please contact Stephen Lower Insurance Services Ltd.

If **you** are aware of any material changes to the information provided or if **you** become aware of any material changes **you** must tell **us** about those changes. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **you** need to change the information **you** have given **us** please contact Stephen Lower Insurance Services Ltd or **your** insurance agent as soon as reasonably practicable on becoming aware of that change.

Examples where **we** would need **you** to notify **us** of a change:

- a) if any sums insured **you** have declared to **us** have increased or decreased;
- b) there is a change to the business **you** undertake that **we** do not know about;

Policy conditions

- c) **you** move premises or make alterations to the premises **you** occupy;
- d) the security and fire protections **you** have declared to **us** change.

These are just some examples and there may be other circumstances **we** would want **you** to tell **us** about. If **you** are in any doubt, please contact Stephen Lower Insurance Services Ltd directly. Failure to notify **us** of any changes could lead to **your** policy being cancelled, or a claim rejected or not fully paid.

If **you** are unsure whether a change to the information **you** have given **us** is material please contact Stephen Lower Insurance Services Ltd or **your** insurance agent.

In addition **you** must notify **us** of any alteration to the information provided at inception or renewal occurring during the **period of insurance** at which time **we** may apply an additional premium or other additional terms or conditions.

Claims conditions

We have appointed ARAG plc to deal with all claims under this policy on **our** behalf, therefore, wherever **we/us/our** appears within this policy, it will be understood to include ARAG plc.

1. Arbitration

If **we** agree to pay **your** claim and **you** disagree with the amount to be paid it may be referred to an arbitrator who is jointly appointed but paid for by **us**. Alternatively, depending on the size of **your business**, **you** may be able to refer **your** case to the Financial Ombudsman Service (FOS). In either case this will not affect **your** right to take action against **us** over this disagreement.

2. Barrister's opinion

We may require the **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured person**, then we will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect the **insured person's** right under Arbitration above.

3. Claims Co-operation

You must provide all help and assistance and co-operation required by **us** in connection with any claim.

4. Claims Procedures

If an **insured person** needs to make a claim they must notify ARAG plc as soon as possible.

- a) Under no circumstances should an **insured person** instruct their own lawyer or accountant as **we** will not pay any costs incurred without **our** agreement.
- b) An **insured person** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or anytime by downloading one at www.arag.co.uk/newclaims;
- c) Where an **insured person** is making a claim to repossess an **insured property**, they must have issued the necessary notices informing their tenant of their intention to repossess the **insured property**
- d) **We** will issue an **insured person** with a written acknowledgement within one working day of receiving their claim form.
- e) Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, **we** will write to an **insured person** either:
 - i) confirming the appointment of a qualified representative who will promptly progress the claim for them; or
 - ii) if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a lawyer is appointed they will try to resolve the **insured person's** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Claims conditions

5. Consent

The **insured person** must agree to **us** having sight of the **appointed adviser's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of the **appointed adviser's** file for auditing and quality and cost control purposes.

6. Fraudulent claims

If **we** establish that **you** or anyone acting on **your** behalf deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims (however the making of a fraudulent claim will not remove **our** obligations with regard to claims made under this policy notified to **us** before the making of the fraudulent claim unless, after review of any claims, **we** establish that one or more claims had also been made fraudulently).

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim **we** may at **our** option:

- a) treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- b) amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- c) charge **you** more for **your** policy or reduce the amount **we** pay on a claim in a proportion the premium **you** have paid bears to the premium **we** would have charged **you**.

We or **your** insurance agent will write to **you** if **we**:

- i) intend to treat **your** policy as if it never existed; or
- ii) need to amend the terms of **your** policy, or require **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** insurance agent as soon as is reasonably practicable.

7. Freedom to choose an appointed adviser

- a) In certain circumstances, as set out in 7.b) below, the **insured person** may choose an **appointed adviser**. In all other cases no such right exists and **we** shall choose the **appointed adviser**.
- b) If:
 - i) **we** agree to start proceedings or proceedings are issued against the **insured person**; or
 - ii) there is a conflict of interest,the **insured person** may choose a qualified **appointed adviser** except where the **insured person's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed adviser**.
- c) Where the **insured person** wishes to exercise their right to choose, they must write to **us** (by e-mail, fax or letter) with their preferred representative's contact details. Where the **insured person** chooses to use their preferred representative **we** will not pay more than **we** agree to pay a solicitor from **our** panel.

Claims conditions

- d) If the **insured person** dismisses the **appointed adviser** without good reason, or withdraws from the claim without **our** written agreement or if the **appointed adviser** refuses with good reason to continue acting for the **insured person** cover will end immediately.
- e) In respect of a claim under Part B Cover 2. Contract and debt recovery **you** must enter into a **conditional fee agreement** (unless the **appointed adviser** has entered into a **collective conditional fee agreement**) where legally permitted.

8. Multiple insured's

The most **we** will pay is the relevant amount shown the schedule.

If more than one insured is named in the schedule, the total amount **we** will pay will not exceed the amount **we** would be liable to pay to any one of **you**.

You agree that the insured named in the schedule, if there is more than one insured named in the schedule the first of them, is authorised to receive all notices and agree any amendments to the policy.

9. Other Insurance

If the **damage** or liability which is the subject of a claim under this policy is covered by any other insurance **we** will not pay more than **our** rateable proportion.

10. Settlement

- a) **We** can settle the claim by paying the reasonable value of the **insured person's** claim.
- b) The **insured person** must not negotiate, settle the claim or agree to pay **costs and expenses** without **our** written agreement.

If the **insured person** refuses to settle the claim following a reasonable offer or advice to do so from the **appointed adviser**, **we** reserve the right to refuse to pay further **costs and expenses**.

11. The insured person's responsibilities

An **insured person** must:

- a) tell **us** as soon as is practicably possible of anything that may make it more costly or difficult for the **adviser** to resolve a claim in their favour;
- b) cooperate fully with **us**, give the **appointed adviser** any instructions **we** require, and keep them updated with progress of the claim and not hinder them;
- c) take reasonable steps to recover **costs and expenses** and pay them to **us**;
- d) keep **costs and expenses** as low as possible;
- e) allow **us** at any time to take over and conduct in the **insured person's** name, any settlement or defence of any claim or to prosecute for **our** own benefit any claim for indemnity or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim, proceeding or investigation.

What is not covered

This policy does not apply to:

1. **Arbitration**

a dispute with **us** or the party who arranged this Cover not dealt with under Claims condition 1. Arbitration;

2. **Asbestos**

any loss, demand, claim or suit arising out of or related in any way to asbestos or asbestos containing materials;

3. **Before cover commenced**

any actual or alleged act, omission or dispute happening before, or existing at the inception of this policy, and which the **insured person** knew or ought reasonably to have known could lead to a claim;

4. **Cyber terrorism**

a) the alteration, modification, distortion, corruption of or **damage** to any computer or other equipment or component or system or item which processes, stores, transmits or receives data or any part of it whether tangible or intangible (including but without limitation any information or programs or software); or

b) any alteration, modification, distortion, erasure, corruption of data processed by any computer or other equipment or component or system or item;

whether **your** property is insured or not, where the loss is caused by or contributed to, by, or arising from or occasioned by or resulting from **virus or similar mechanism** or **hacking** or **phishing** or **denial of service attack**.

5. **Date recognition**

damage caused by, contributed to or arising from the failure of equipment (including hardware and software) to correctly recognise any given date or to process data or to operate properly due to failure to recognise any given date.

But **we** will cover subsequent **damage** resulting from an insured cover, providing **damage** is covered elsewhere in the policy;

6. **Fines and penalties**

fines, penalties or compensation awarded against the **insured person** (except as covered under Employment compensation awards or Part B Cover 1c) or costs awarded against the **insured person** by a court of criminal jurisdiction;

7. **Franchise**

franchise or agency agreements;

What is not covered

8. **Judicial review**

a judicial review;

9. **Legal proceedings**

the defence of legal proceedings relating to:

- a) damages for personal injury (other than injury to feelings arising from an employment dispute);
- b) loss or damage to **property** owned by the **insured person**;

10. **Money laundering, malicious falsehoods, dishonesty, violence and illegal immigration**

an allegation against the **insured person** involving:

- a) assault, violence, dishonesty;
- b) malicious falsehood or defamation (except in relation to Part B Cover 3. Crisis communication);
- c) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
- d) illegal immigration;
- e) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);

11. **Patents, copyright and confidential information**

patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to restrictive covenants as covered under Cover 7. Employment restrictive covenants);

12. **Property chamber of the First-tier Tribunal**

registering, assessing or reviewing rent, rent control, land tribunals or matters that fall under the jurisdiction of the Property Chamber of the First-tier Tribunal;

13. **Radioactive contamination**

bodily injury, disablement or **damage** to any property, or any resulting loss or expense or any legal liability caused by, contributed to or arising from:

- a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or its nuclear components; or
- c) any weapon of war employing atomic or nuclear fission or fusion or other like reaction or radioactive force or matter.

What is not covered

14. Riot and civil commotion

riot, civil commotion in Northern Ireland. **Damage** is excluded regardless of any other cause, event or intervention that contributes concurrently or in any sequence to the **damage**.

15. Subsidiaries

a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners;

16. Tenant disagreements

any disagreement with a tenant of an **insured property** during the first 90 days of the first **period of insurance** where the tenancy agreement started before the start of this policy unless **you** were insured for equivalent cover immediately prior to the start of this policy;

17. Terrorism

terrorism. In any action suit or other proceedings where **we** allege that any **damage** is not covered by this policy the burden of proving that **damage** is covered will be upon **you**

18. War

a) war, hostile or warlike action in time of peace or war (whether or not declared) including action in hindering, combating or defending against an actual, impending or expected attack;

i) by government or sovereign power (legal or illegal) or by any authority maintaining or using military, naval or air forces, or any other armed forces or militia; or

ii) by military, naval or air forces, or any other armed forces or militia; or

iii) by an agent of any government, power, authority or force;

b) any weapon of war employing nuclear or radioactive force or contamination whether in time of peace or war (whether or not declared), whether or not its discharge was accidental;

insurrection, rebellion, or action taken by government authority in hindering, combating, or defending against an occurrence, seizure or destruction

19. Without consent

costs and expenses or employment compensation awards incurred without **our** consent;

Legal expenses

This Cover has two parts:

PART A covers **you** for legal disputes that arise from owning or letting out **your insured property**;

PART B relates to other legal matters arising from **your business**.

If you are not trading as a business only PART A of this section applies.

Insuring clauses

For the covers described below **we** will pay the **insured person's costs and expenses** up to GBP100,000 for all claims related by time or original cause including the cost of appeals. This limit includes payment of employment compensation awards where cover applies with an annual aggregate limit of GBP1,000,000.

Provided that:

1. the claim (unless otherwise stated) arises in connection with **your business** and occurs within the **territorial limits** and;
2. the claim:
 - a) always has **reasonable prospects of success**;
 - b) is reported to **us**:
 - i) during the **period of insurance** and;
 - ii) as soon as is practicably possible after the **insured person** becomes aware of the circumstances which could give rise to a claim under this policy; and
 - iii) within sixty days of **you** first becoming aware of the matter in dispute where **you** are in disagreement with a tenant of **your insured property**;
3. unless there is a conflict of interest, the **insured person** always agrees to use the **appointed adviser** chosen by **us** in any claim;
 - a) to be heard by an Employment Tribunal or **small claims court**; and/or
 - b) before proceedings have been or need to be issued; and
4. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licensing body in the **territorial limits**.

A claim is considered to be reported to **us** when **we** have received the **insured person's** fully completed claim form.

PART A – Your insured property

Insured events covered

1. Commercial lease disputes

Pursuit or defence of **your** legal rights arising from a dispute with **your** tenant under the terms of a written lease agreement in relation to **your insured property** which is:

- a) granted under the Landlord & Tenant Act 1954, provided that where the dispute arises from or relates to renewal of **your** lease agreement or the granting of a new business tenancy:
 - i) **reasonable prospects of success** exist to oppose **your** tenant's right to renew the tenancy under Section 30(1) of the Landlord and Tenant Act; and
 - ii) **you** can demonstrate that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy;
- b) contracted out of the Landlord & Tenant Act 1954 provided that;
 - i) **you** have correctly served the necessary legal notice on **your** tenant; and
 - ii) **your** tenant has made the relevant declaration; and
 - iii) the lease is noted accordingly.

What is not covered under insured cover 1.

We will not cover **you** for any claim that arises from a disagreement with **your** tenant over payment or non-payment of rent and or service charges.

<p>2. Holiday homes contract disputes</p> <p>A dispute that arises from:</p> <p>a) a written agreement which you have entered into to let out your insured property as holiday accommodation that is not otherwise covered by 3. Property damage, nuisance & trespass or 4. Recovery of rent arrears below;</p> <p>b) a contract you have entered into to buy or hire goods or services for the benefit of insured property which you have let or intend to let to guests as holiday accommodation.</p>	<p>What is not covered under insured cover 2.</p> <p>We will not compensate you for:</p> <p>i) goods or services which exceed GBP6,000 (including VAT) in value;</p> <p>ii) loans and mortgages;</p> <p>iii) an employment contract;</p> <p>iv) a settlement due under an insurance policy.</p>
<p>3. Property damage, nuisance and trespass</p> <p>a) An event which causes visible damage to your insured property and/or material property owned by you at your insured property.</p> <p>b) A public or private nuisance or a trespass relating to your insured property.</p> <p>Provided that if your insured property is used as holiday accommodation:</p> <p>i) you can provide a detailed inventory of its condition and contents which has been signed by your guest(s) and</p> <p>ii) a dilapidations deposit has been paid in cash or payment has cleared in your bank account.</p>	<p>What is not covered under insured cover 3.</p> <p>We will not cover you for any claim relating to:</p> <p>i) damage or loss arising from a contract between you and a third party who is not a tenant, ex-tenant; or guest staying at insured property you have let out as holiday accommodation;</p> <p>ii) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or material property by any government, local or public authority;</p> <p>iii) a dispute with any party other than the party who caused the damage, nuisance or trespass;</p> <p>iv) any nuisance or trespass claim under 3. b) that arises from a contract, lease, licence or tenancy agreement between you and the third party (including trespass by your ex-tenant);</p> <p>v) An excess of GBP250 applies to 3. b) except where you bring a claim against a person who is living at the insured property without your permission (squatters). We will ask you to pay the excess when we accept your claim.</p>

4. Recovery of rent arrears

Pursuit of **your** legal right to recover rent owed to **you** by:

- a) **your** tenant or ex-tenant of **insured property**;
- b) guest(s) staying at **your insured property** which is used as holiday accommodation.

5. Repossession of residential property

a) Pursuit of **your** legal rights to repossess **your insured property** that has been let under:

- i) an assured shorthold tenancy; or
- ii) a shorthold tenancy; or
- iii) an assured tenancy;

as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.

Provided **you**:

A. give the tenant the correct notices for the repossession; and

B. will try to get repossession under:

- i) Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
 - ii) Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
 - iii) Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
 - iv) Part 2, Section 33 of the Housing Act (Scotland) 1988.
- b) Pursuit of **your** legal rights to repossess **your insured property** that **you** have let:
- i) in accordance with the Private Tenancies (Northern Ireland) Order 2006; or

Legal expenses

<ul style="list-style-type: none"> ii) to a limited company or business partnership for residential use by employees. c) Pursuit of your legal right to recover or repossess your insured property that is occupied by an employee or ex-employee under a service occupancy agreement. 	
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PART B – Your Business

<p>1. Compliance and regulation</p> <ul style="list-style-type: none"> a) Receipt of a Statutory Notice served against you. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A claim against you for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against you provided that you are registered with the Information Commissioner. d) A civil action alleging wrongful arrest arising from an allegation of theft. 	<p>What is not covered under insured cover 1.</p> <p>We will not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i) a routine inspection by a regulatory authority; ii) the pursuit of an action by you other than an appeal; iii) a Health and Safety Executive Fee for intervention.
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<p>2. Contract and debt recovery</p> <p>A breach or alleged breach of an agreement or alleged agreement which has been entered into by you or on your behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if you are claiming for an undisputed debt you have exhausted your normal credit control procedures.</p>	<p>What is not covered under insured cover 2.</p> <p>We will not cover you for any claim arising from or relating to:</p> <ul style="list-style-type: none"> i) an amount which is less than GBP200; ii) the letting, leasing, licensing sale or purchase of land or buildings where you act as the landlord; iii) loans, mortgages, endowments, pensions or any other financial product; iv) the settlement payable under an insurance policy; v) computer hardware, software internet services or systems which have been: <ul style="list-style-type: none"> A. tailored to your requirements; B. supplied by you;
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	vi) a breach or alleged breach of a professional duty by an insured person ;
	vii) a dispute between you and an employee or ex-employee ;
	viii) adjudication or arbitration.

<p>3. Crisis communication</p> <p>Following an event which causes your business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on your business, we will:</p> <p>a) liaise with you and your solicitor (whether the solicitor is an appointed adviser under this policy, or acts on your behalf under any other policy), to draft a media statement or press release; and/or</p> <p>b) arrange, support and represent an insured person at a press conference; and/ or</p> <p>c) prepare communications for your customers and/or a telephone or website script,</p> <p>provided that you have sought and followed advice from our Crisis Communication helpline.</p>	<p>What is not covered under insured cover 3.</p> <p>We will not compensate any claim relating to:</p> <p>i) costs and expenses in excess of GBP10,000;</p> <p>ii) matters that should be dealt with through your normal complaints procedures.</p>
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<p>4. Employment</p> <p>A dispute between you and your employee, ex-employee, or a prospective employee, arising from a breach or an alleged breach of their:</p> <p>a) contract of service with you; and/or</p> <p>b) related legal rights.</p> <p>A claim can be made under this section of the policy provided that all internal procedures as set out in the:</p> <p>i) ACAS Code of Practice for Disciplinary and Grievance Procedures; or</p> <p>ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland,</p> <p>have been or ought to have been concluded.</p>	<p>What is not covered under insured cover 4.</p> <p>We will not cover you for any claim relating to:</p> <p>i) the pursuit of an action by you other than an appeal;</p> <p>ii) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first one hundred and eighty days of the start date of this policy, except where you have had equivalent cover in force up until the start of this policy;</p> <p>iii) costs and expenses for preparation and representation at an internal disciplinary hearing, grievance or appeal.</p>
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5. Employment compensation awards

Following a claim **we** have accepted under Cover 4. Employment above, **we** will pay any:

- a) basic and compensatory award;
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013, awarded against **you** by a tribunal, or
- c) an amount agreed by **us** in settlement of a dispute.

Provided that:

- i) **reasonable prospects of success** exist for a wholly successful defence throughout; and
- ii) compensation is:
 - A. agreed through mediation or conciliation or under a settlement approved by **us**; or
 - B. awarded by a tribunal after full argument unless given by default.

What is not covered under insured cover 5.

We will not pay employment compensation awards relating to:

- i) money owed to an **employee**;
- ii) trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council;
- iii) civil claims or statutory rights relating to trustees of occupational pension schemes.

6. Employees' extra protection

At **your** request:

- a) where civil proceedings are issued against **your employee**;
 - i) for unlawful discrimination; or
 - ii) in their capacity as a trustee of a pension fund set up for the benefit of **your employees**;
- b) where **your employee** or a member of their family suffers death or physical injury as the result of a sudden event;
- c) a claim arising from personal identity theft targeted at **your** directors and/or partners.

What is not covered under insured cover 6.

We will not cover any claim arising from or relating to:

- i) defending **you**;
- ii) a condition, illness or disease which develops gradually over time.

7. Employment restrictive covenants

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages.

Provided that the restrictive covenant:

- i) is designed to protect **your** legitimate **business** interests; and
 - ii) is evidenced in writing and signed by **your employee** or ex-**employee**; and
 - iii) extends no further than is reasonably necessary to protect the **business** interests; and
 - iv) does not contain restrictions in excess of twelve months.
- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

8. Legal defence

- a) A criminal investigation and/or enquiry by:
- i) the police;
 - ii) a health and safety authority; or
 - iii) other body with the power to prosecute,
- where it is suspected that an offence may have been committed that could lead to the **insured person** being prosecuted;
- b) an offence or alleged offence which leads to the **insured person** being prosecuted in a court of criminal jurisdiction;
- c) a motor prosecution brought against **your** directors and/or partners which does not relate to the **business**.

What is not covered under insured cover 8.

We will not cover any claim relating to a parking offence.

<p>9. Loss of earnings</p> <p>The insured person's absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the appointed adviser or whilst on jury service which results in loss of earnings.</p>	<p>What is not covered under insured cover 9.</p> <p>We will not pay any sum that can be recovered from the court or tribunal.</p>
<p>10. Statutory licence appeals</p> <p>An appeal against the decision of the relevant authority to alter, suspend, revoke or refuse to renew your statutory licence or compulsory registration.</p>	
<p>11. Tax protection</p> <p>a) A formally notified aspect or full enquiry into your tax affairs, or into the personal tax affairs of your directors and/or partners.</p> <p>b) A dispute about your compliance with regulations relating to any of the following:</p> <ul style="list-style-type: none">i) Value Added Tax;ii) Pay As You Earn;iii) Social Security;iv) National Insurance Contributions;v) the Construction Industry Scheme;vi) IR35, <p>following a compliance check by HM Revenue and Customs.</p> <p>c) An enquiry into your tax affairs, or into the personal tax affairs of your directors and/or partners, arising from an alleged discovery by HM Revenue and Customs.</p> <p>Provided that:</p> <ul style="list-style-type: none">i) all returns are completed and have been submitted within the statutory timescales permitted;ii) you keep proper records in accordance with statutory requirements;iii) in respect of any appealable matter you have requested an Internal Review from HM Revenue and Customs where available.	<p>What is not covered under insured cover 11.</p> <p>We will not cover any claim arising from or relating to:</p> <ul style="list-style-type: none">i) tax returns which result in HM Revenue and Customs imposing a penalty or claiming interest or which contain negligent misstatements;ii) an investigation by the Specialist Investigations Branch of HM Revenue and Customs;iii) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured person's financial arrangements;iv) any enquiry that concerns assets, monies or wealth outside of the United Kingdom;v) your failure to register for VAT.

Arranged by



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