



PLUS

# Your Legal Expenses policy wording

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# Table of contents

Click the relevant section below.

Legal expenses summary	3
Definitions	8
What's covered	10
Claim conditions	19
General conditions	22
General exclusions	26
How to cancel	29
How to make a complaint	30
Our regulatory information	32

If **you** would like this or other documents in large print or on audio tape, please contact **us**.

# Legal expenses summary

## What is Legal Expenses cover?

**Legal Expenses Select** is included in **our** Silver and Gold home insurance, it is also available to buy on our Bronze home insurance. **You** can buy **Legal Expenses Plus** as an additional product on all **our** home products. Please check **your** schedule to see what level of cover **you** have.

There are two parts to **our** **Legal Expenses** policy cover.

1. **You** can get legal advice on any subject through **our** helpline, which **you** can call at any time every day of the year.
2. **We** will pay for a solicitor to take or defend legal action (see pages 5-6 for a list of what **we** cover). Legal action can include:
  - . taking or defending a claim for damages;
  - . enforcing an agreement;
  - . applying for an injunction, for example to stop a neighbour from being noisy; or
  - . finding another legal solution to a problem.

## How to claim

### 1. For legal advice

If **you** have a legal question on any subject, the advisers will provide independent legal advice and guidance on **your** next steps.

It's free and won't affect **your** no-claim discount.

Call our legal helpline

**0330 0600 683**

The legal helpline is open 24 hours a day, 365 days a year.

### 2. For legal action that is covered by this policy

#### Raise a claim

If **you** wish, the legal helpline can pass **your** details to **us**, and **we** will ask **you** for any further information **we** may need to confirm that **you** are covered by this policy. **You** can also raise a claim with **us** direct.

**You** must tell us about **your** claim within 180 days from the **date of the incident**.

How to claim continued on next page

## 2. For legal action that is covered by this policy (continued)

### Legal Tests

**Your** claim must always pass the following legal tests assessed by the solicitors **we** use to advise **us**. **Your** claim will be assessed at the start of, and throughout, the legal process.

- Proportionality: the **legal costs** of **your** claim must not be more than the amount **you** are likely to receive if **you** win.
- Prospects of success: **your** claim must have at least a 51% chance of being successful.

If **your** claim fails one or both of the above tests, **we** won't continue paying the **legal costs**.

### During the claim

Our **authorised professional** will advise **you** and **we** will process any necessary payments for **legal costs**.

The **authorised professional** will investigate and take or defend legal action on **your** behalf. This can include alternative dispute resolution or other legal solutions.

For updates about **your** claim, call **our** claim line:

**0330 0600 682**

The claim line is managed by Trinity Claims.

# Summary of cover

Our [Legal Expenses](#) policy provides the types of cover listed below. Full details of these are given in the [What is covered](#) section of this booklet.

**We will pay up to the claim limit below for any one claim in the **period of insurance**.**


	
<b>Claims limit</b>	Up to £100,000
<b>Excess</b> (the amount <b>you</b> have to pay towards each claim)	£0
<b>Protecting property from damage</b> Damage to <b>your property</b> or <b>goods</b> , a nuisance affecting <b>your</b> enjoyment of <b>your property</b> , or trespass on <b>your property</b> .	✓
<b>Personal injury</b> Action against a person or organisation who caused <b>your</b> death or physical injury.	✓
<b>Medical or clinical negligence</b> Action against a medical practitioner for negligence during a medical procedure.	✓
<b>Consumer disputes</b> A dispute arising from a contract.	✓
<b>Buying and selling property</b> A dispute over the terms of a contract to buy or sell <b>your property</b> .	✓
<b>Employment</b> A dispute with <b>your</b> current or former employer over an employment contract or a breach of employment law.	✓
<b>Employee legal defence</b> Defending <b>you</b> from a criminal prosecution, or a civil action for unlawful discrimination.	✓
<b>Probate</b> A dispute over a will.	✓
<b>Education</b> An appeal against a local education authority about school admissions.	Up to £5,000

Table continued on next page



<b>Tax</b> Help with a full HM Revenue & Customs (HMRC) investigation into <b>your</b> tax affairs.	✓
<b>Identity theft</b> Help reclaiming <b>your</b> identity, such as contacting the police or credit-reference agencies.	✓
<b>Data protection</b> Taking legal action if a person or organisation breaks data-protection legislation, causing <b>you</b> financial harm.	✓
<b>Jury service and court expenses</b> <b>We</b> will pay for lost salary or wages if <b>you</b> have to be part of a jury or give evidence as a witness.	Up to £1,000

## Important information

Here are some other points **you** should know about **your** Legal Expenses cover.

- Claims must be made within 180 days of the **date of the incident**, and **you** may not be covered if **you** delay in reporting any incident to our legal helpline. Even if **you** are trying to resolve a dispute yourself, **you** must let **us** know of any possible claim within this time period.
- The **date of the incident** must be within the **period of insurance**, unless **you** held equivalent insurance with **us** before this time. For **cover 8 – Education disputes**, **you** cannot claim within the first six months of the **period of insurance**.
- If **we** agree to **you** using **your** own solicitor, **we** will only pay them in line with the **standard cost basis**. **We** will not pay **your** solicitor more than we would have paid **our authorised professional**.
- **We** only cover legal action within Great Britain, Northern Ireland, Channel Islands and the Isle of Man.
- With **Legal Expenses Plus** there is no excess which **you** must pay before **we** will cover **your** claim.
- **Legal Expenses** claims do not affect **your** no-claim discount on **your** home policy.
- **You** must keep to the terms and conditions set out in this policy booklet.

# How to use this policy booklet

Any words in **bold** are defined and have a special meaning, see **our** [Definitions](#) section on [page 8](#) for a full list of defined terms.

Details of the type of covers **we** can help with are set out like the example table below.

✓ <b>What we cover</b>	✗ <b>What we don't cover</b>
This section explains in detail what <b>we</b> cover.	This section tells <b>you</b> what we don't cover.

## Information

Any important or helpful information that is specific to the cover will be shown in this coloured box. Definitions that are of particular importance to the specific type of cover will also be in this box.

# Policy definitions

The following words have special meanings throughout this policy wording.

## Authorised insurers

The panel of insurers that **we** have arranged this insurance with. **You** only need to contact **us** about **your** insurance, and **we** will arrange everything with the authorised insurers on **your** behalf.

Details of **our** authorised insurers can be found in the [Regulatory Information](#) section of this booklet.

## Authorised professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person or firm who **we** have appointed or approved, under the terms and conditions of this policy, to represent **you**.

## Date of the incident

1. In civil cases, the date of the initial event, act or failure to act, that sets off a natural and continuous sequence of events that leads to **your** claim.
2. In criminal cases, the point when **you** began or are alleged to have begun to break the law in question.
3. For claims under [cover 9 – Tax](#), the date when HMRC first tells **you** in writing that it intends to make an enquiry.

## Goods

Items **you** own or which **you** are responsible for.

This does not include:

- motor vehicles, motorbikes, caravans, boats, mobile homes or any part of them;
- land or buildings;
- animals; or
- items used for business purposes.

## Legal costs

The legal fees and any other costs the **authorised professional** charges **us** for. It also includes:

- **your** opponent's legal costs in civil cases if **you** have been ordered to pay them by a court, tribunal or comparable body, or if **you** pay them with our agreement;
- any payments **we** make to **you**;
- VAT where it cannot be claimed back.

## Medical or clinical negligence

Accidental death or bodily injury to **you** that has resulted from a single negligent act of surgery, clinical or medical procedure performed by a qualified medical professional.

## Period of insurance

The period shown on **your schedule**, which **we** agree to provide cover for as long as your payments to **us** are up to date.

## Property

**Your** main private residence, at the address shown in **your** schedule including its land and buildings.

## Schedule

The document which provides details of the policyholder and the claim limit. The schedule is attached to and forms part of this policy.

## Standard cost basis

The level of **legal costs** that **we** would normally pay if **we** used our nominated **authorised professional**. If **we** agree to **you** using **your** own choice of **authorised professional**, **we** will only pay them the **legal costs** that **we** would have paid **our** nominated **authorised professional**, and **you** will have to pay any amount above that amount.

## We, us, our

Policy Expert (a trading name of QMetric Group Limited) on behalf of our **authorised insurers** and anyone **we** appoint to represent **us**.

## You, your

This means:

1. a person who is named on the **schedule** (the policyholder or policyholders);
2. any member of the policyholder's family who normally lives in your **property**; and
3. the legally appointed representative of the above in the event of their death.

# What's covered

We will pay **legal costs** on the **standard cost basis** up to the claim limit for the following types of cover. Full details are given below.

## Important Information for the following covers

Definition of **period of insurance**: The period shown on **your schedule**, which **we** agree to provide cover for as long as **your** payments to **us** are up to date.

**We** will only be able to provide cover if the **date of the incident** is during the **period of insurance**.

## Legal tests

**Your** claim must always pass the following two legal tests assessed by the **authorised professional**, these tests will also be assessed throughout **your** claim.

- Proportionality: the **legal costs** of **your** claim are not more than amount **you** will receive if **you** win.
- Prospects of success: **your** claim has at least a 51% chance of being successful.

If **your** claim fails one or both tests **we** won't continue paying **legal costs**.

## Taking and defending legal action

What do we mean?

- Taking legal action is where **you** are claiming compensation or trying to stop somebody doing something.
- Defending legal action is where **you** deny **you** are responsible for a claim that someone has brought against **you**.

## 1. Protecting your property from damage

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action against a person or organisation if they have physically damaged <b>your property</b> or <b>goods</b>.</p>	<p><b>We</b> won't pay <b>legal costs</b> if <b>your</b> claim is about:</p> <ul style="list-style-type: none"><li>• damage to any land or buildings other than <b>your property</b>;</li><li>• damage that happened before <b>you</b> first bought this policy;</li></ul>

Table continued on next page

# 1. Protecting your property from damage (continued)

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action against a person or organisation who is trespassing on <b>your property</b> (they are occupying <b>your property</b> or any part of it without <b>your</b> permission).</p> <p><b>We</b> will pay <b>legal costs</b> to take legal action against a person or organisation who has caused <b>you</b> a nuisance. A nuisance is any continuous activity by another person that has a serious and unreasonable effect on <b>your</b> ability to use or enjoy <b>your property</b>.</p>	<p><b>We</b> won't pay <b>legal costs</b> if <b>your</b> claim is about:</p> <ul style="list-style-type: none"><li>• building, conversion, extension, renovation or demolition work at <b>your</b> property;</li><li>• disputes involving a lease, a licence, rented property or a tenancy agreement;</li><li>• actual or planned work to build, close, adopt or repair roads or bridges, or actual or planned work to build, demolish or adapt buildings, housing or other work;</li><li>• damage to <b>your property</b> or <b>goods</b> if this is covered by another insurance policy;</li><li>• subsidence, heave, landslip, mining or quarrying; or</li><li>• adverse possession (often called squatters' rights).</li></ul>

# 2a. Personal Injury

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action for compensation against a person or organisation who has caused <b>your</b> death or a physical injury to <b>you</b> as a result of an accident.</p> <p>If <b>your</b> claim is above the limit for small claims court cases in England and Wales (or simple procedure in Scotland), the <b>authorised professional</b> must enter into a conditional fee agreement (sometimes called a no-win, no-fee agreement). This means the <b>authorised professional</b> will not charge all or some of their fees if <b>you</b> cannot recover the damages <b>you</b> are claiming for.</p>	<p><b>We</b> won't pay <b>legal costs</b> if <b>your</b> claim is about:</p> <ul style="list-style-type: none"><li>• any illness, death or injury that happens gradually, or isn't caused by a specific and accidental single event;</li><li>• any mental illness, psychological or stress-related condition, unless it arises from a specific and accidental single event that caused a physical injury;</li><li>• defending a personal injury claim against <b>you</b>, unless it is a counterclaim against a claim made by <b>you</b>; or</li><li>• <b>medical or clinical negligence</b>.</li></ul>

## 2b. Medical or clinical negligence

### ✓ What we cover

We will pay **legal costs** to take legal action for compensation against a person or organisation who caused **your** death or physical injury because of **clinical or medical negligence**.

If **your** claim is above the limit for small claims court cases in England and Wales (or simple procedure in Scotland), the **authorised professional** must enter into a conditional fee agreement (sometimes called a no-win, no-fee agreement). This means the **authorised professional** will not charge all or some of their fees if **you** cannot recover the damages **you** are claiming for.

### ✗ What we don't cover

We won't pay **legal costs** if **your** claim is about:

- **clinical or medical negligence** that happened before **you** bought this policy;
- a failure to provide a correct diagnosis; or
- any mental illness, psychological or stress-related condition, unless it arises from a physical injury.

## 3. Consumer disputes

✓ What we cover	✗ What we don't cover
<p>We will pay <b>legal costs</b> to take or defend legal action caused by a contract dispute about:</p> <ul style="list-style-type: none"><li>• selling <b>your goods</b>;</li><li>• buying <b>goods</b> (including hire-purchase agreements); or</li><li>• hiring or receiving <b>goods</b> or services for <b>your</b> personal use.</li></ul> <p>We will pay <b>legal costs</b> to take legal action about a contract dispute involving advice, specifications, or design, building, renovation or demolition work related to <b>your property</b>. The contract value must be less than £50,000 (including VAT).</p> <p>The value of the goods or services the dispute relates to must be more than £125.</p>	<p><b>Legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• any contract that <b>you</b> entered into in connection with <b>your</b> profession, business or trade;</li><li>• any contract that <b>you</b> entered into before the <b>period of insurance</b>;</li><li>• planning disputes;</li><li>• disputes with tenants;</li><li>• any dispute about an insurance policy claim; or</li><li>• disputes with local, public or government authorities.</li></ul>

### Information

#### Buying and selling your property

Please see [cover 4- Buying and selling your property](#) for contract disputes about the purchase or sale of your land and buildings.

#### Employment contracts

Please see [cover 6 – Employment](#) for contracts relating to employment.

## 4. Buying and selling your property

✓ What we cover	✗ What we don't cover
<p>We will pay <b>legal costs</b> to take or defend legal action about a dispute over the terms of contract to buy or sell <b>your property</b>.</p>	<p><b>Legal costs</b> in claims where <b>you</b> completed the sale or purchase of <b>your property</b> before <b>you</b> bought this policy, unless you have had <a href="#">Legal Expenses</a> cover with <b>us</b> continuously from before the completion date.</p>

## 5. Employment

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action against <b>you</b> current or former employer for:</p> <ul style="list-style-type: none"><li>• a dispute about a contract of employment; or</li><li>• breaking employment law.</li></ul> <p>You must go through ACAS first (see below).</p>	<p><b>Legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• a compromise agreement while you are still employed;</li><li>• any claim for personal injury only; or</li><li>• employers' disciplinary hearings or internal grievance procedures.</li></ul>

### Information

When **you** make a claim to us, call **our** legal helpline (**0330 0600 683**) for advice. **We** will then help **you** through the following process.

After you are referred to **us**, **we** will review **your** claim and see if **you** are covered under this policy. To claim, **you** will need to go through the Advisory, Conciliation and Arbitration Service (ACAS) process. **You** must make a claim within three months of your employment ending or from when the dispute begins. ACAS will offer **you** and **your** employer the opportunity to resolve the dispute. **We** will help prepare any documents **you** need for this process. If the ACAS process is not successful, they will give **you** a certificate to show that this has failed. After this, if **you** still want to claim, **we** will continue to help **you** as long as **your** claim continues to pass the legal tests of proportionality and prospects of success.

## 6. Employee legal defence

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to defend legal action against <b>you</b> arising from <b>your</b> duties as an employee which lead to:</p> <ul style="list-style-type: none"><li>• civil action being taken against <b>you</b> for unlawful discrimination; or</li><li>• <b>you</b> being prosecuted in a criminal court.</li></ul>	<p><b>Legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• any motor or parking offence; or</li><li>• any hacking incident or <b>you</b> passing on a computer virus.</li></ul>

## 7. Probate

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action to resolve a dispute relating to:</p> <ul style="list-style-type: none"><li>the will of <b>your</b> parents, grandparents, children, stepchildren or adopted children; or</li><li>a will in which <b>you</b> are a named beneficiary.</li></ul>	<p>Any dispute or costs where a will has not been made or cannot be traced (intestate).</p>

## 8. Education

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> up to £5,000 to appeal against a decision by the Local Education Authority (LEA) not to offer <b>your</b> child (or children) a place at <b>your</b> preferred state school.</p> <p>The decision must be made after the first six months of <b>your</b> first <b>period of insurance</b>.</p>	<p><b>Legal costs</b> in claims:</p> <ul style="list-style-type: none"><li>relating to entrance exams a child must pass, or other selection criteria they must meet, in order to be accepted at a school;</li><li>which arise before <b>you</b> apply to the school or LEA for a school place;</li><li>where <b>you</b> have not followed the correct procedure for appealing against the LEA's decision to refuse <b>your</b> child a place at the school; or</li><li>where the child has been expelled, suspended or permanently excluded from another school.</li></ul>

## 9. Tax

✓ What we cover	✗ What we don't cover
<p>We will pay <b>legal costs</b> to help <b>you</b> respond to a full enquiry by HM Revenue and Customs into <b>your</b> personal tax affairs.</p>	<p><b>Legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• an investigation which started before <b>your</b> first <b>period of insurance</b> with <b>us</b>.</li><li>• any claim involving criminal proceedings, alleged fraudulent tax avoidance, submitting false records in order to deceive, or tax-avoidance schemes;</li><li>• aspect enquiries (those that only look at certain areas of your tax returns); or</li><li>• any income related to your business or profession.</li></ul>

## 10. Identity Theft

✓ What we cover	✗ What we don't cover
<p>If you are a victim of identity theft, <b>we</b> will pay <b>legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• dealing with organisations claiming money from <b>you</b> for credit, goods or services which someone else has ordered fraudulently using <b>your</b> identity;</li><li>• removing any criminal or civil judgments that have been wrongly entered against <b>you</b>;</li><li>• communicating with credit-reference agencies on <b>your</b> behalf; and</li><li>• creating documents to prove <b>your</b> innocence regarding financial irregularities.</li></ul>	<p><b>Legal costs</b> relating to:</p> <ul style="list-style-type: none"><li>• any identity theft connected with <b>your</b> business, profession or occupation;</li><li>• any costs, expenses or losses that are the result of any fraudulent, dishonest or criminal act by <b>you</b>, or any other person acting with <b>you</b>;</li><li>• any losses not directly related to the identity theft.</li></ul>

Table continued on next page

## 10. Identity Theft (continued)

✓ What we cover	✗ What we don't cover
<p><b>We</b> will also pay for:</p> <ul style="list-style-type: none"><li>• postage and phone costs to report identity theft to the police, credit-reference agencies or financial institutions;</li><li>• any fees for reapplying for a loan if this is necessary due to the lender having incorrect credit information; and</li><li>• any loss of earnings if you need time off work to talk to the police, credit-reference agencies or financial institutions about the identity theft.</li></ul> <p>If <b>your</b> identity has been stolen, <b>you</b> must:</p> <ul style="list-style-type: none"><li>• report the identity theft to the police within 12 hours of discovering it;</li><li>• let your payment card company (or companies) and all other account providers know about the identity theft within 12 hours of discovering it;</li><li>• report the identity theft to us within 30 days;</li><li>• and take all necessary action to prevent further loss or damage caused by the identity theft.</li></ul>	

## 11. Data protection

✓ What we cover	✗ What we don't cover
<p><b>We</b> will pay <b>legal costs</b> to take legal action against a person or organisation that has breached data protection legislation, resulting in financial harm or loss to <b>you</b>.</p>	

## 12. Jury service and court expenses

### ✓ What we cover

**We** will pay up to £100 per day towards the salary or wages that **you** lose for a full day off work. The day off work must be to attend a court for jury service or to attend a court or tribunal because **our authorised professional** asks you to.

If **you** are self-employed and do not have to pay PAYE tax, **we** will pay a fixed contribution of £100 per day.

The maximum amount **we** will pay for **jury service and court expenses** is £1,000 per claim.

### ✗ What we don't cover

Salary or wages that you can claim back from the court.

# Claim conditions

## Legal tests

For **us** to accept **your** claim, it must pass both of the following legal tests, which will be assessed by the **authorised professional**. **Your** claim will also be assessed throughout the legal process.

- Proportionality: the **legal costs** of **your** claim are not more than the amount that **you** are likely to receive if **you** win.
- Prospects of success: **your** claim has at least a 51% chance of being successful.

If **your** claim fails one or both of the above tests, **we** won't continue paying the **legal costs**.

**We** will also tell **you** if **we** can no longer pay the **legal costs** for **your** claim because:

- the likely outcome is not worth the time and expense of continuing the legal action;
- it would be better for **you** to take a different course of action (such as using an internal complaints process, an ombudsman or another method to resolve the dispute); or
- **your** claim has reached a point where it would not be reasonable to run up further **legal costs**.

## Reporting your claim

If **you** think **you** may have a claim under this policy, **you** must let **us** know as soon as possible and always within 180 days of the **date of the incident**. **You** can call the legal helpline for legal advice. This is the best way to let us know of your situation and if **you** want to make a claim, they will be able to pass **your** information to **us**. **You** may not be covered under this policy if **you** delay in reporting any situation that may give rise to a claim.

**We** will not accept responsibility if the claims notification system service fails for reasons beyond **our** control.

**Call our legal helpline: 0330 0600 683**

The legal helpline is open 24 hours a day, 365 days a year.

## Who represents you

If **we** agree to cover **your** claim, **we** will nominate an **authorised professional** to contact **you** and handle **your** claim on **your** behalf.

**You** may be able to choose **your** own legal representative to act as **authorised professional**, but **we** must agree to this first and approve them to be an **authorised professional**. **You** can choose **your** own **authorised professional** if:

- it becomes necessary to go to a court, tribunal or other competent authority; or
- there is a conflict of interest.

If **you** choose **your** own **authorised professional**, **you** must send **us** their name and contact details. They will have to agree to act on **our standard cost basis** (**you** can ask **us** for details of this). **You** will be responsible for any costs that are more than **our standard cost basis**. **We** will pay the **authorised professional's legal costs**, on the **standard cost basis**, if they agree to **our** terms.

If **you** and **we** cannot agree about whether it is worth making or continuing a claim or legal proceedings, **you** can get a legal opinion of **your** own. **You** will have to pay any costs involved in getting that advice, but **we** will refund those costs to **you** if the advice is that there is at least a 51% chance of **your** claim being successful. **We** will also take that advice into account (as well as any advice from **our authorised professional**) when deciding whether to agree to cover **your** claim, although **we** will not be bound by it.

## Offers to settle your claim

**You** must tell **us** if anyone makes a payment into court or offers to settle **your** claim, and **you** must get **our** written agreement before accepting or declining any offer. **You** must also get **our** permission before making any offer to settle **your** claim.

If **you** do not accept a court payment or any offer which the **authorised professional** and **we** consider to be reasonable, **we** may refuse to pay any further **legal costs**.

## Co-operating with the authorised professional and us

**You** must co-operate fully with the **authorised professional** and **us**, and **you** must not take any action that the **authorised professional** and **we** have not agreed to.

1. **You** must give **us** and the **authorised professional** evidence, documents and any relevant information that **we** or they ask for. **You** must pay any charges involved in doing this.
2. **You** must attend, at **your** own expense, any meetings the **authorised professional** or **we** ask **you** to attend.
3. **You** must make sure that **we** always have direct contact with the **authorised professional**, and that they co-operate with **us** and keep **us** up to date with the progress of the claim.
4. **We** are entitled to any information, form, report, copy of documents, calculations, account or correspondence relating to **your** claim, even if this is confidential information.
5. **You** must get **our** permission before instructing a barrister, witness or expert, or before making any promise to the court or comparable authority.

If **you** do not co-operate with **us**, **we** may withdraw **your** cover. If **you** withdraw from legal proceedings without agreement from **us**, **you** will have to pay the **legal costs** **we** have already paid. If **you** have asked anyone to provide services without first getting **our** agreement, any costs that **we** have not agreed to will not be covered.

## Recovering costs

If **your** claim is successful, **you** must agree that the **authorised professional** can take every available step to recover any **legal costs we** paid in connection with your claim. **You** must also give **us** reasonable help to recover any **legal costs we** have paid. If **you** don't do this, **we** can recover the **legal costs** from **you**.

If the person paying **legal costs** pays in instalments, these will be paid to **us** until **we** have recovered the total amount that they were ordered, or agreed, to pay.

If **you** have chosen **your** own **authorised professional**, **you** must have their **legal costs** taxed, assessed or audited if **we** ask **you** to do so.

# General conditions

## Providing accurate and complete information

A copy of the questions and answers that **you** gave **us** is available in **your** account on **our** website, or **you** can ask **us** for a printed copy. **You** must check this information carefully and let **us** know immediately if any of the information **you** have given **us** is incorrect.

Under the Consumer Insurance (Disclosure and Representations) Act 2012, when taking out or varying this policy **you** must take reasonable care to give accurate and complete answers to all questions **we** ask and make sure that all information **you** give **us** is true and correct.

It is important that the information **you** provide is correct. If **we** find that it is not correct, **we** may:

- cancel **your** policy;
- refuse to pay any claim;
- pay only part of a claim;
- reassess **your** premium; or
- treat **your** policy as though it had never existed.

## Changes in your circumstances we need to know about

**You** must tell **us** about any changes to the answers **you** gave **us** when taking out this policy and any changes in **your** circumstances which happen during the **period of insurance**.

**You** must contact **us** as soon as possible if there are changes that may affect this insurance including the following.

1. If **your** address changes.
2. If your property is no longer your main home.

Please contact **us** if **you** are not sure whether a change of circumstances may affect **your** policy.

When **you** tell **us** about a change, **we** may reassess the premium and terms of **your** policy. **We** will confirm any changes with **you**.

If **you** do not give **us** accurate and complete answers or do not tell **us** about these changes **you** may not be covered, and **we** may cancel **your policy**. If **you** deliberately give **us** incorrect or incomplete information, **we** will treat **your policy** as if it never existed.

## Acts of Parliament

Any reference to an Act of Parliament in this policy will include any act which amends or replaces the original act and will also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands or the Isle of Man, and under European law if this applies in the United Kingdom.

## Arbitration

If **you** have a dispute about the way **we** have handled a claim, and **you** are not satisfied with the way it has been dealt with, please see the [How to make a complaint](#) section for more information.

If there is a dispute between **you** and **us**, it may be referred to an arbitrator for a decision. The arbitrator will be either a solicitor or a barrister. **You** and **we** both need to agree to refer a dispute to an arbitrator. If **we** cannot agree with **you** on the choice of arbitrator, the Law Society will nominate one.

**You** and **we** must keep to the arbitrator's decision, which is binding and is made under the Arbitration Act 2025. The side that loses the arbitration must pay all the costs of the arbitration. If the decision is not totally in favour of either **you** or **us**, the arbitrator will decide how the costs are shared.

## Contracts (Rights of Third Parties) Act 1999

Any person, company or business who is not named on this policy will not have any rights to enforce any terms or conditions of this policy. This will not affect any other rights that person, company or business has apart from under this act.

## Due care

**You** must take due care and take all reasonable precautions to prevent incidents that may lead to a claim and to reduce the amount **we** might have to pay.

## Fraud

**You** must not act in a fraudulent way.

This means that **you** (or anyone acting for **you**) must not, for example:

- mislead **us** or **our authorised insurers** in any way in order to get insurance from **us**, to get a better deal or to reduce **your** premium;
- make a claim under this policy knowing the claim is false or exaggerated in any way;
- give **us** a document to support a policy or claim, knowing the document is forged or false in any way; or
- make a claim that relates to any loss or damage caused by something **you** have deliberately done or been involved in.

If **you** make a fraudulent claim **we** can:

- refuse to pay the claim;
- recover from **you** any amounts **we** have paid relating to the claim;
- treat the policy as having been cancelled from the time of the fraudulent claim;
- refuse to pay any other claim under this policy which relates to an event that happened after the fraudulent claim;
- keep any of the premiums **you** have paid under the policy; and
- report the matter to the police.

**We** have the right to recover from **you our** costs (or **our** representatives' costs) in investigating any fraudulent claim.

If **you** deliberately give **us** false information when taking out, renewing or amending **your** policy, **we** can:

- treat the policy as if it never existed or the amendment as if it had not been made;
- refuse all claims;
- recover from **you** the amount of any claims **we** have already paid under this policy;
- keep any premium **you** have paid; and
- report the matter to the police.

## Law

This policy will be governed by the laws of England and Wales and any disputes relating to it will be dealt with by the courts of England and Wales.

## Notices

We consider a letter or notice to be properly issued if **you** have sent it to the address **we** have given **you** or if **we** have sent it to the last address **we** have for **you**.

## Premium payments

If **we** have not been able to collect a premium payment or **your** credit agreement is cancelled, **we** will contact **you** to ask for the payment by a specified date. **We** will give **you** at least 14 days' notice, in writing, if **we** intend to cancel **your** insurance because **we** have not received a payment.

If **you** do not pay by the date **we** tell **you**, **we** will cancel **your policy** immediately and tell **you we** have done this.

**We** will not pay any claim made under this **policy** unless **you** have paid the premium due to **us**.

If **you** pay for **your** insurance by monthly direct debit and **we** do not receive **your** monthly payments when they are due, **you** will not be able to make a claim.

## Renewal

During the month before **your** policy is due to end **we** will let **you** know by phone, letter or email if **we** can continue to offer **you** insurance.

If **your** policy is not renewed, cover will stop at the end of the **period of insurance** shown in the **schedule**.

If **we** offer to renew **your** current policy, **we** may be able to arrange this using the payment details **we** already hold for **you** (unless **you** have told **us** otherwise). **We** refer to this as 'automatic renewal'. **We** will always tell **you** whether or not **we** intend to renew **your** cover automatically. **We** will do this before **we** take full payment. This does not affect **your** right to cancel this policy in line with **our** cancellation policy.

**Our** renewal offer will include details of the premium and any changes in the terms and conditions for the next period. If **you** do not want to renew **your** insurance, please let **us** know before the renewal date of **your** policy.

If **we** cannot offer to renew **your** policy, **we** will write to **you** at the last address **we** have on file for **you**. **We** strongly advise **you** to review **your** policy each year to make sure **you** have suitable cover in place.

## Sanctions

**We** shall not provide cover nor be liable to pay any claim or provide any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

# General exclusions

The following exclusions apply to all sections of **your** policy.

## Notification

We will not pay **legal costs** if:

- the **date of the incident** was before **your** policy started;
- **you** report a claim more than 180 days after the **date of the incident**; or
- when buying this insurance, **you** were aware of circumstances that may lead to a claim.

Remember that you can notify us of a claim through our legal helpline.

## Representation

We will not pay **legal costs** if **you**:

- do not follow **our** advice or instructions;
- fail to respond to the **authorised professional**;
- fail to give the **authorised professional** instructions in good time, or they refuse to continue to act for **you**; or
- **you** withdraw **your** claim without our permission (**you** will be responsible for any legal costs that **we** have paid up to the date **you** withdraw **your** claim).

We will not pay **legal costs** for any appeal without agreeing first.

We will not pay for any claim against **us**, **your** insurer or the **authorised professional**. Any disputes will be dealt under the arbitration condition on page 23.

We will not pay any fees that are more than **our standard cost basis** or any damages, fines, compensation or other penalties a court or other authority orders **you** to pay.

## Excluded claims

We will not pay **legal costs** for claims that are about:

- defamation, libel or slander (something being written or said which damages your reputation);
- pharmaceutical related claims, including tobacco products;
- any dispute relating to patents, copyrights, trademarks or service marks, registered designs, passing off intellectual property, trade secrets or confidential information;
- electronic data being lost, destroyed, distorted, altered or otherwise corrupted including by a computer virus;
- a dispute arising from a contract of insurance;
- an allegation of financial service products being mis-sold or not managed properly; or
- another person who is insured under this policy, or disputes between **you** and **your** family (including divorce, separation, marriage or civil partnership disputes).

## Your circumstances

We will not pay **legal costs** if:

- **you** are bankrupt or **your** affairs are in the hands of a receiver;
- **your** claim relates to **your** trade, profession, employment or business or **your** duties as a director or officer of any company;
- **you** are responsible for anything which **we** believe harms **your** case, or the incident was intentionally brought about by **you**;
- **your** claim arises from **your** deliberate act, failure to act or a misrepresentation (deliberately giving false or misleading information, or failing to give important information, in order to deceive); or
- a claim relates to **your** alleged dishonesty or violent behaviour.

## Legal tests

We will not pay **legal costs** if **your** claim does not pass **our** proportionality or prospects of success tests.

- Proportionality: the **legal costs** of **your** claim must not be more than the amount **you** are likely to receive if **you** win.
- Prospects of success: **your** claim must have at least a 51% chance of being successful.

We also won't pay any costs from before **we** accept a claim, for a claim **we** haven't agreed cover for or **legal costs** which are more than **we** have approved.

## Other insurance

Any **professional fees** and expenses that could have been recovered under any other insurance except for the difference between the fees and expenses and the amount which would be payable under the other insurance if this policy did not exist.

## Territorial limits

**We** will not pay **legal costs** for legal proceedings outside Great Britain, Northern Ireland, the Channel Islands or the Isle of Man and proceedings in constitutional, international or supranational (involving more than one country) courts or tribunals, including the European Court of Justice and the Commission and Court of Human Rights.

## Judicial Review or test cases

This insurance will not cover **legal costs** for an application for judicial review (where a judge reviews the legality of a decision made or action taken by a public body), or any **legal costs** involved in defending or pursuing new areas of law or test cases.

## Public bodies

**We** will not agree cover for legal proceedings between **you** and any government or public or local authority concerning any statutory charges (legal charges over money or property) unless **you** have suffered financial loss or could suffer financial loss if legal proceedings were not taken or defended.

## War risks

**We** will not pay **legal costs** for loss or damage directly or indirectly caused by, resulting from or in connection with war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, violent uprising against a government, military or usurped power, or your belongings being confiscated, nationalised, taken, destroyed or damaged under the order of any government, or other authority.

## Terrorism

**We** will not pay any claims relating to loss, damage or liability directly or indirectly caused by or in connection with any act of terrorism, regardless of any other cause or event.

The definition of terrorism follows the interpretation as set out in the Terrorism Act 2000, or any amendments to that act, and includes anything the Government or a UK court considers to be an act of terrorism.

## Radioactive contamination

**We** will not pay **legal costs** for loss, damage, cost, expense, legal liability or any other amount directly or indirectly caused by, or contributed to by, or arising from any nuclear energy or radioactivity of any kind, including but not limited to any of the following. (This exclusion applies regardless of any other cause or event.)

- a. Ionising radiation from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or 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 nuclear component.
- c. Any weapon or device which uses atomic or nuclear fission or fusion or other similar reaction or radioactive force or matter.

# How to cancel

## Platinum home insurance policies

Legal Expenses Plus is included as standard with Platinum home insurance policies and **you** can only cancel it by cancelling **your** home insurance policy.

## Basic, Bronze, Silver and Gold insurance policies

If **you** decide that this Legal Expenses Plus policy does not meet **your** insurance needs for any reason, **you** can cancel it at any time by contacting **us** using the details below.

Some Policy Expert home insurance policies include Legal Expenses Select automatically which may still apply to **your** policy and cannot be removed.

Phone	0330 0600 632
Email	<a href="mailto:home@policyexpert.co.uk">home@policyexpert.co.uk</a>
Write	Policy Expert Exchange House 450 Midsummer Boulevard Milton Keynes MK9 2EA

**You** will need to include **your** name, address, policy number, the date of cancellation and the reason why **you** wish to cancel.

## Our refund and fees policy

If **you** cancel this policy:

- before it starts, **you** will receive a full refund; or
- after it starts, **you** will be entitled to a refund of any premium **you** have paid for the **period of insurance** that has not yet passed. **We** will not refund any premium if **you** have made a claim in the **period of insurance**.

If **you** pay monthly and cancel **your** policy after making a claim, **you** will have to pay **us** the outstanding premium for the **period of insurance**.

## Our right to cancel your policy

**We** have the right to cancel **your** policy at any time if there is a valid reason (for example, if **you** haven't given **us** the correct information, or if **you** have used threatening behaviour or language towards **our** staff or suppliers). If **we** decide to cancel **your** policy, **we** will send **you** 14 days' notice to your address. **We** will tell **you our** reason for cancelling the policy.

If **you** have committed fraud the policy will end, without notice, from the time of the fraudulent act.

If **you** have made a claim or if **your** policy was cancelled due to fraud, **you** will not receive a refund, and if **you** pay monthly, **you** will need to pay **us** any outstanding premium for the **period of insurance**.

# How to make a complaint

We aim to give you the best possible service but if you have any concerns about this insurance or the way in which we have handled your claim, you should follow the complaints procedure set out below.

Please quote your policy number whenever you contact us to help us provide a quick and efficient response.

If your complaint is about the policy, the way it was sold to you or our service, please contact us:

Write	Customer Relations Policy Expert 1st Floor, Exchange House 494 Midsummer Boulevard Milton Keynes MK9 2EA.
Phone	0330 0600 601
Email	<a href="mailto:home-complaints@policyexpert.co.uk">home-complaints@policyexpert.co.uk</a>

If your complaint is about the way we have handled your claim, please contact Trinity Claims:

Write	Customer Services Manager Trinity Claims PO Box 568 Tonbridge Kent TN9 9LT
Phone	0330 0600 682
Email	<a href="mailto:customer.relations@trinityclaims.co.uk">customer.relations@trinityclaims.co.uk</a>

More information on next page

**We** aim to deal with all complaints within three working days of receiving them. If this is not possible, **we** will acknowledge **your** complaint within five working days. **We** will try to send **you** a final response within four weeks of receiving **your** complaint, but if **we** are not able to do this, **we** will send **you** an update and send **you** a final response within eight weeks.

If **you** are not satisfied with the way **we** have dealt with **your** complaint, or more than eight weeks have passed since **we** received **your** original complaint, **you** can refer **your** complaint to the Financial Ombudsman Service (FOS). The FOS is an impartial complaints service, which is free for customers to use. Taking **your** complaint to the FOS does not affect **your** right to take **your** dispute to the courts. For more details on how the FOS can help **you**, visit their website at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can contact the Financial Ombudsman Service at:

Write	The Financial Ombudsman Service Exchange Tower Harbour Exchange London E14 9SR
Phone	0800 023 4567
Email	<a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

**You** have six months from the date of **our** final response to refer **your** complaint to the FOS.

The FOS can only consider **your** complaint if **you** have already given **us** the opportunity to deal with it.

The above complaints procedure does not affect **your** legal rights as a consumer. For more information about **your** legal rights, contact **your** local authority's trading standards service or Citizens Advice.

## Office of the Arbiter for Financial Services

**You** may also be able to refer your complaint to:

Office of the Arbiter for Financial Services, Triq I-Imdina, Zone 1, Central Business District, Birkirkara, CBD 1010, Malta, telephone (+356) 212 49245, if **you** are not satisfied with **our** final response or **we** have not responded within fifteen (15) days. **You** will have to pay EUR 25.00 at the time of making **your** complaint to the Arbiter to use this service.

### About the Office of the Arbiter for Financial Service

The Office of the Arbiter for Financial Services considers that a "complaint" refers to a statement of dissatisfaction addressed to an insurance undertaking by a person relating to the insurance contract or the service he/she has been provided with. The term "person" does not specify that this is limited to individuals and therefore any policyholder, insured person, beneficiary and injured third party (irrespective of the country of residence or where the risk is situated) is eligible to make a complaint. For more information on the Office of the Arbiter for Financial Services and its complaints process, please visit [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt).

# Our regulatory information

## Your insurer

We have arranged this insurance with the following **authorised insurers**.

### Accredited Insurance (Europe) Limited - UK Branch

Authorised and regulated by the Malta Financial Services Authority. Authorised by the Prudential Regulation Authority and with deemed variation of permission. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. The nature and extent of consumer protection may differ from those for firms based in the UK.

Accredited Insurance (Europe) Limited - UK Branch (UK Establishment Number: BR021362; FRN: 608422) is the UK Branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (Company number: C59505) with limited liability and with its Registered Office and principal place of business at Development House, St Anne Street, Floriana, FRN 9010 Malta

Accredited Insurance (Europe) Limited - UK Branch has a principal place of business at 70 Fenchurch Street, London, EC3M 4BR. UK Companies House registered no. BR21362.

### Bridgehaven Specialty UK Limited

Bridgehaven Specialty UK Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (FRN: 978895). Bridgehaven Specialty UK Limited's registered office is at 70 Gracechurch Street, London, EC3V 0HR. UK Companies House registered number: 12782688.

### Insurer liabilities

Each of **our authorised insurers** is liable for only the proportion of liability they have underwritten. None of **our authorised insurers** is responsible for any liability underwritten by any other of **our authorised insurers** under any circumstances.

### Financial Services Compensation Scheme

**Our authorised insurers** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim.

**You** can get more information about the compensation scheme arrangements from the FSCS. ([www.fscs.org.uk](http://www.fscs.org.uk)).

## Protecting your personal information

The details provided here are a summary of how **we** and **our authorised insurers** collect, use and store **your** information.

If **you** would like to read **our** full privacy policy, please visit **our** website at [www.policyexpert.co.uk/privacy-policy](http://www.policyexpert.co.uk/privacy-policy). Or **you** can contact **our** Data Protection Officer at QMetric Group Limited, 110 Bishopsgate, London, EC2N 4AY.

If **you** would like to read Accredited Insurance (Europe) Limited – UK Branch's full privacy policy, please visit [www.accreditedinsurance.com/privacy-notice-europe-uk](http://www.accreditedinsurance.com/privacy-notice-europe-uk). Or **you** can contact their Data Protection Officer at 70 Fenchurch Street, London, EC3M 4BR.

If **you** would like to read Bridgehaven Specialty UK Limited's full privacy policy, please visit [www.bhvn-ins.com/privacy-policy](http://www.bhvn-ins.com/privacy-policy). Or **you** can contact their Data Protection Officer at 70 Gracechurch Street, London, EC3V 0HR.

## Collecting your information

When **you** ask us about or buy insurance cover, or make a claim, **we** will ask **you** to provide personal information to **us** and **our authorised insurers**. **We** also collect information about **you** from other sources, including information about how **you** interact with **our** websites, and publicly available information about **you** (and **your family**, if provided).

## Using your information

The main reason **we** collect **your** personal information is because **we** need to provide the appropriate insurance cover to **you**.

**We** will process **your** information fairly for the purposes of carrying out a contract, keeping to certain legal obligations **we** have, and for legitimate business reasons allowed by data-protection law, including managing **your** policy, managing claims, preventing fraud and to allow **us** to provide selected marketing communications.

## Sharing your information

**We** may share the information **you** provide with a number of other interested organisations. This may include other insurers, regulators, industry bodies, public authorities, and fraud-prevention and credit-reference agencies.

## Keeping and storing your information

We'll only keep **your** information for as long as is necessary to provide our products and services and to meet our legal and regulatory obligations. **Our authorised insurers** may sometimes use providers and organisations outside the UK or European Economic Area (EEA) to help manage insurance policies.

Although some countries outside the EEA do not provide the same level of data protection as the UK, **our authorised insurers** will always make every reasonable effort, and take any required legal steps, to make sure **your** personal information is properly protected.

**We** may monitor and record communication with **you** (such as phone calls and emails) for quality-control, training and fraud-prevention purposes, and to make sure **we** are keeping to all regulations that apply.

## Your rights

**You** have a number of rights relating to the information **we** hold about **you**. These include accessing **your** information, updating **your** information, restricting the processing of **your** information and unsubscribing from marketing communications.

Full details of **your** rights are set out in **our** privacy policy and the privacy policies of **our authorised insurers**.

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk).

# Key contact numbers

## Helpline

Call **our** legal advice line for advice about any legal situation.

**0330 0600 683**

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## Claim line

Call **our** claim line for updates about a claim that **you** have raised.

**0330 0600 682**

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## Customer Services

Call Customer services with any general questions about **your** Policy Expert Home and Legal Expenses insurance.

**0330 0600 601**

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Policy Expert is a trading name of QMetric Group Limited.

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