

Legal Expenses Policy



Paragon

Paragon Household

London House • Thames Road • Crayford • Kent • DA1 4SL

Landlords' Legal Expenses Insurance Policy

About this policy

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK General Insurance Limited on behalf of:

Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Qdos Broker & Underwriting Services Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

This is a "claims made" insurance Policy. This insurance only covers *Claims* that arise and are notified to the *Coverholder* within the *period of insurance*.

In return for the payment of your premium we will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by us and during the *period of insurance*

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Legal advice

General legal advice

You can obtain telephone legal advice on UK Law by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Policy Schedule, you will need to quote your policy number.

The advice provided under these services is confidential and impartial. Please note that conversations may be recorded in the interests of quality of advice and training.

The advice lines are not empowered to give advice on the admissibility of any claim under this Policy. If *You* wish to make a claim or have a query about the policy cover *You* must contact the *Coverholder's* Claims Department.

Making a claim

If you need to notify a potential *Claim*, please call 01455 852100 or write to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Email: qdosclaims@qdosunderwriting.com

You should provide your policy number and a description of the circumstances of the *Claim*. A claim form will then be provided and you should complete this and return it without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable legal representation to act upon your behalf.

For further information regarding claims please refer to the section titled 'Claims conditions'.

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Definitions

The following words or phrases have the same meaning whenever they appear in italics throughout this Policy.

Acts of parliament

All *acts of parliament* referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the *territorial limits*.

Any one claim

All claims or legal proceedings consequent upon the same original cause, event or circumstance.

Appointed consultant

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for *you* in accordance with the terms of this Policy.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Consequential loss

Any other costs that are directly or indirectly caused by the event which led to *your* claim unless specifically stated in this Policy.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Excess

The amount that *you* are liable to pay before any *claim* payment is made under this Policy.

Insurer

UK General Insurance Limited on behalf of Great Lakes Insurance SE. UK General Insurance Limited is an insurers' agent and in the matters of a *claim* act on behalf of Great Lakes Insurance SE.

Legal expenses

- (a) Any professional fees, expenses and other disbursements including witness attendance allowance reasonably incurred by the *appointed consultant* with the consent of the *insurer*; and
- (b) Any costs incurred by other parties insofar as *you* are held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the *insurer* but excluding any costs which *you* may be ordered to pay by a court of criminal jurisdiction or in adjudication proceedings other than the cost of the adjudicator

Limit of indemnity

The maximum amount payable by the *insurer* in respect of *any one claim* and in aggregate for all claims made during any *period of insurance*.

Period of insurance

The period of time for which the *insurer* has agreed to provide this insurance as shown on the Policy Schedule.

Professional duty

Duty owed by *you* in respect of which *you* have or are required to have in force professional indemnity insurance or an equivalent insurance providing indemnity in the event of a negligent act error or omission.

Property

Residential land and/or buildings owned by *you* and which are declared on the Policy Schedule, which are used solely for domestic purposes.

Qdos Broker & Underwriting Services Limited

Qdos Broker & Underwriting Services Limited an insurance intermediary who has been delegated the authority to bind cover and manage claims on behalf of the *insurer*.

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Tenancy agreement

1. An agreement between the *Insured* and each *Tenant* in relation to the *Insured Property* which is:
 - a) an Assured Shorthold *Tenancy Agreement* as defined within the Housing Act 1988 (as amended); or
 - b) a Company Residential tenancy (company let) created after 28th February 1997 where each *Tenant* is a Private Limited Company (Ltd) or Public Limited Company (Plc) and the *Insured Property* is let purely for residential purposes to an employee of the *Tenant*; or
 - c) a written common law residential *Tenancy Agreement* created after 28th February 1997 between individuals where the *Rent* is in Excess of £25,000 per annum.
2. Provided that:
 1. the initial *Tenancy Agreement* must be for a fixed term of no more than 12 months;
 2. the *Insured Property* must be entirely residential and remain solely for residential use;
 3. each *Tenant* must be aged 18 years or over;
 4. the *Insured* or their agent must not allow the *Tenant* into possession of the *Insured Property* until:
 - a) the *Tenancy Agreement* has been signed by all parties; and
 - b) a *Tenant Reference* has been obtained before the start of the *Tenancy Agreement*; and
 - c) all necessary statutory pre-grant notices to the *Tenant* have been issued; including, but not limited to, obtaining a Gas Safe Certificate, obtaining an Energy Performance Certificate and carrying out Right to Rent checks; and
 - d) the first month's *Rent* and the *Deposit* have been received in cash or cleared funds;
 5. during the *Tenancy Agreement* the *Insured* or their agent must:
 - a) keep full and up to date *Rental* records; and
 - b) not allow the *Tenancy Agreement* to be transferred to any other individual or organisation.

Tenant

A private individual, company, firm, partnership or trading individual who has entered into a *tenancy agreement* with you and who occupies your *property*

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man.

You, your

The company, firm, partnership, association, individual or any other entity that has paid the appropriate premium, which owns the *property* declared on the Policy Schedule.

This policy will cover

The *insurer* agrees to indemnify you against *legal expenses* of up to £50,000 *any one claim* and in the aggregate incurred in any claim or legal proceedings made by or brought against you within the *territorial limits* and notified during the *period of insurance* in a dispute over:

Section 1 - Property legal disputes

- a) The physical possession of the *property* provided that where appropriate all statutory and contractual notices have been correctly served by you on the *tenant*.
- b) Actual or alleged dilapidations to the *property* subject to the amount in dispute being in excess of £1,000 and any *legal expenses* being limited to 75% of the amount in dispute.
- c) Actual or alleged nuisance emanating from the *property*.
- d) The non payment of service charges due by a *tenant* provided that the amount in dispute is in excess of £1,000 and any *legal expenses* being limited to 75% of the amount in dispute.
- e) The letting of *property* owned by you provided that the amount in dispute is more than £1,000 and the letting is in compliance with the provisions of the Housing Acts.
- f) A *tenant's* or other third parties' alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to the *property* which causes or could cause physical damage or pecuniary loss provided that no contract exists between you and the third party other than a *tenancy agreement* or for the repair, renovation, reinstatement or redecoration of the *property*.
- g) The alleged or actual infringement of the legal rights of:
 - (i) you;
 - (ii) a *tenant* or a third party by you arising out of or relating to the rightful occupation or ownership of the *property* by you.
- h) Any contract entered into by you for the sale or purchase of the *property* excluding any dispute that you may personally have arising from or relating to the breakdown of a marriage or quasi-marital relationship.

Section 2 - Rent recovery

The recovery of an undisputed debt for rent unpaid by a *tenant* provided that:

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1. the amount in dispute exceeds £1,000;
2. all rent debt recovery cases are notified to the *insurer* within 45 days of the due date of the unpaid rent payment, which causes the total amount of unpaid rent to exceed the £1,000 minimum amount in dispute;
3. all of *your* normal credit control procedures have been exhausted;
4. the *insurer* selects the most appropriate means of recovery;

No more than two separate rent debt recoveries will be pursued for any one *tenant*.

Section 3 - Attendance expenses

The actual loss of salary or wages by *you* or any of *your* directors, partners or employees or *your* letting managing agent, for up to £100 per person per day to a maximum of £1,000 *any one claim*, for the time off work to attend any court or tribunal hearing as a:

- (i) witness for *you* at the request of the *appointed consultant*;
- (ii) defendant in legal proceedings for which the *insurer* has accepted the claim provided that such salary or wages are not recoverable from the relevant court or tribunal.

All sections of cover are provided that *you* will suffer financial loss if *you* fail to pursue or defend the claim or legal proceedings.

This policy will not cover

The *insurer* shall not be liable to indemnify *you* hereunder in respect of any claim arising out of or in connection with:

1. The pursuit or defence of the payment or non-payment of any tax.
2. A dispute relating to rent, tax planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority.
3. Any dispute arising from the negotiation review or renewal of a *tenancy agreement* or the subsequent purchase of the *property* whether or not such purchase is completed.
4. Any actual or alleged harassment of a *tenant* or *you*.
5. Any dispute where *you* have failed to maintain in full force and effect during the *tenancy agreement* buildings insurance covering the standard range of perils.
6. A dispute over subsidence or heave howsoever caused.
7. A contract dispute other than where the contract is a *tenancy agreement*.
8. Any planning application review or decision.
9. *Your* defence in civil legal proceedings arising from:
 - (a) injury or disease;
 - (b) loss, destruction or damage of or to *property* (other than as specified in 'This Policy Will Cover');
 - (c) alleged breach of any *professional duty*;
 - (d) any tortious liability (other than as specified in 'This Policy Will Cover').
10. Any claim made, brought or commenced outside the *territorial limits*.
11. *Legal expenses* incurred without the prior written consent of the *insurer*.
12. Any claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which *you* knew or ought reasonably to have known may give rise to a dispute by or against *you*.
13. Fines or other penalties imposed by a court or tribunal.
14. Any claim or legal proceedings in respect of which *you* are, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order.
15. Any claim arising out of the deliberate, conscious, intentional or negligent disregard by *you* of the need to take all reasonable steps to avoid and prevent claims, legal proceedings or disputes.
16. Any dispute with Government or Local Authority departments concerning the imposition of statutory charges.
17. Disputes between *you* and any parent or subsidiary company or partner.
18. Any dispute between *you* and the *insurer*, the *appointed consultant* or *your* insurance broker.
19. Any claim arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property.
20. Any claim arising out of or in connection with the defamation or alleged defamation of or by *you*.
21. Any *legal expenses* incurred in connection with a judicial review.
22. Appeals arising out of legal proceedings to which *insurer's* consent has not been granted.
23. Any claim, *consequential loss*, legal liability or any loss or damage to *property* directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind.
24. Any *legal expenses* which *you* should or would have had to incur irrespective of any dispute.

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25. Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - (a) irradiation or contamination by nuclear material; or
 - (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - (c) any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter;
26. Any *legal expenses* arising from any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted;
27. Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
28. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation;
29. Any claim under 'This Policy Will Cover', Sections 1 and 3 where *you* have not obtained a positive personal reference in respect of the *tenant*.
30. Any claim under 'This Policy Will Cover', Section 2 where the *tenant* has not passed a credit reference check undertaken by a licensed credit reference agency.
31. The appointment of a High Court Sheriff, or any costs other than authorised bailiff's fees in respect of any claim relating to the removal of unauthorised occupants from the *Property*.

General conditions

1. Arbitration

Any dispute between *you* and the *insurer* shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within the *territorial limits*. All apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Cancellation

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Qdos Broker & Underwriting Services Limited within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Qdos Broker & Underwriting Services Limited however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

3. Due observance

You must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy. The *insured* must endeavour to avoid and prevent claims, legal proceedings and disputes.

4. Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

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5. Changes to your circumstances

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy
- b) to make sure that all information supplied as part of your application for cover is true and correct
- c) tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Claim conditions

1. Notification of claims

The *Insurer* should, as soon as possible be notified in writing of any potential *Claim* and be provided with any written or other evidence relevant to the issues giving rise to the *Claim*. The *Insured* will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the *Insurer* accepting the *Claim*, including any action already taken.

Claims should be made by contacting the Claims Department as soon as is reasonably practical on 01455 852100, or by writing to:

Claims Department
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Email: qdosclaims@qdosunderwriting.com

2. Insurer's consent

It is a condition precedent to the liability of the *insurer* that their consent to incur *legal expenses* must firstly be obtained in writing. This consent will be given by the *insurer* if you can satisfy the *insurer* that:

1. The claim can be pursued in a proportionate manner. In determining whether a claim can be pursued in a 'proportionate manner' we will consider whether a person would consider the costs reasonable, if they did not have legal expenses insurance, and were financing their own legal costs. We will consider points including:
 - the amount being claimed;
 - the value and issues in question of *your* case;
 - *your* location and that of the other party;
 - the legal costs and expenses we would expect a representative appointed by us to charge.
2. The legal proceedings that are contemplated have reasonable prospects of success; i.e. reasonable prospects of successfully recovering damages from the other party, or, reasonable prospects of successfully defending a claim brought against you.

If during the course of a claim you cease to satisfy the *insurer* in respect of a) or b) above, indemnity will be withdrawn in respect of *legal expenses*. The decision to grant consent or to withhold it will be taken on receipt of:

- A fully completed claim form.
- The information and documentation the *insurer* reasonably requests.
- A legal opinion from the *appointed consultant* as to a) and b) above.
- Any advice the *insurer* may deem it necessary to take.

With *your* agreement, the *insurer* may provide assistance in settling disputes, the costs of which will be covered under this Policy within the *limit of indemnity* and the other terms and conditions of this Policy.

The *insurer* at its discretion may require you to obtain an opinion from Counsel at *your* expense as to the merits of a claim or legal proceedings such opinion to have regard to the same issues that the *insurer* has in assessing the merits of any claim. If based upon such opinion the *insurer* is satisfied in respect of a) and b) above the *legal expenses* incurred in obtaining that opinion will be paid by the *insurer* within the *limit of indemnity*.

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In granting its consent the *insurer* undertakes to provide indemnity to *you* subject to the terms and conditions of this Policy and the Policy Schedule but such consent does not imply that all *legal expenses* will be paid. The *insurer* reserves the right to limit its consent by time, financial amount of *legal expenses* or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown that the particular claim or legal proceedings have not been brought within the terms and conditions of this Policy such consent shall be withdrawn and no indemnity shall be provided. The *insurer* shall be entitled to recover any *legal expenses* previously paid.

If *you* elect to proceed with the pursuit or defence of a claim or legal proceedings to which the *insurer's* consent has been refused through lack of reasonable prospects of success and if *you* are successful in such pursuit or defence, the *insurer* will pay *legal expenses* incurred after such consent had been refused subject to the terms conditions of this Policy.

3. Instruction and choice of appointed consultant and counsel

The *insurer* will choose an *appointed consultant* to act on behalf of the *insured* in any claim.

Where recourse is necessary to a lawyer and proceedings are issued, *you* are free to choose an *appointed consultant* to act in *your* name and on *your* behalf in any legal proceedings to which the *insurer* has consented. The name and address of the *appointed consultant* *you* propose to instruct must be notified to the *insurer* in writing. The *insurer* will accept such nomination provided the *insurer* is satisfied the proposed *appointed consultant* will cooperate and enable *you* to comply with the terms and conditions of this policy and provided the proposed *appointed consultant's* charging rates are fair in regard to the particular legal proceedings.

Where *you* choose to appoint a non-panel *appointed consultant* the *legal expenses* payable under this Policy shall be restricted to those detailed in Qdos' standard terms of appointment for panel representatives and always subject to the *limit of indemnity*. A copy of the standard terms of appointment for panel representatives is available on request by contacting Qdos using the details shown in the section of this Policy titled 'Making a claim'.

A dispute arising from *your* choice may be referred to Arbitration in accordance with General Condition 1. *You* must not, without the written consent of the *insurer*, enter into any agreement with the *appointed consultant* as to the basis of calculation of *legal expenses*. The *insurer* may withdraw consent previously given at any time.

In selecting the *appointed consultant* *you* shall have regard to *your* duty to minimise the cost of any claim or legal proceedings.

In all other claims the *insurer* will choose the *appointed consultant*.

In all cases the *appointed consultant* shall be appointed in *your* name and on *your* behalf.

If in the course of any claim or legal proceedings the *appointed consultant* wishes to instruct Counsel or another expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *insurer* for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the *insurer's* liability that:

a) *You* must give to the *appointed consultant* and the *insurer* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in *your* possession. *You* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

b) The *insurer* is entitled to receive from the *appointed consultant* any information, document or advice in connection with any claim or legal proceedings even if privileged. In addition *you* must instruct the *appointed consultant* to provide the *insurer* with regular updates on the progress of any claim or legal proceedings and inform the *insurer* immediately if and when any circumstance adversely impacts the factors taken into account in granting *insurer's* consent. On request *you* will give to the *appointed consultant* any instructions necessary to secure the required access.

Cover may be withdrawn if *you* fail to co-operate with the *appointed consultant's* requests at all or fail to adhere to the terms and conditions of this Policy.

5. Payment of legal expenses and professional bills

All bills relating to any claim or legal proceedings which *you* receive from the appointed consultant should be forwarded to the insurer without delay. If the insurer so requires *you* must ask the appointed consultant to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

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You are responsible for payment of all legal expenses. The insurer may settle these direct if requested by you to do so.

The payment of some legal expenses does not imply that all legal expenses will be paid.

6. Offer of settlement

It is a condition precedent to the liability of the *insurer* that *you* must inform the *insurer* in writing as soon as an offer to settle a claim or legal proceedings is received and or *you* propose to make an offer of settlement. In any settlement, *you* must have regard to *legal expenses* incurred or likely to be incurred by the *insurer* and the recovery thereof. No indemnity will be provided if *you* enter into any agreement to settle without the prior written consent of the *insurer* (such consent will be withheld without good reason) and the *insurer* shall be entitled to recover any *legal expenses* previously paid. If *you* unreasonably reject an offer of settlement which the *insurer* recommends acceptance of or makes an offer which the *insurer* does not agree no further indemnity shall be provided.

The *insurer* may at its absolute discretion decide to pay *you* the amount of damages that *you* are claiming or is being claimed against *you* instead of starting or continuing any claim or legal proceedings provided *you* consent. If *you* do not consent to such an action the *insurer* reserves the right to limit its liability to the amount of any *legal expenses* it had decided to pay.

7. Recovery of costs

Whenever *you* are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *insurer*. *You* and *your appointed consultant* must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, *you* agree that a fair proportion of that settlement will be deemed costs and due to the *insurer*.

Where such a settlement is paid in instalments all costs to the *insurer* shall be paid first.

8. Appeal procedure

If, following legal proceedings to which the *insurer* has consented, *you* wish to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the *insurer* through the *appointed consultant* immediately or as soon as practicable so that the *insurer* may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in *your* favour following legal proceedings to which the *insurer* has consented, *you* must notify the *insurer* immediately in order that cover shall continue. The *insurer* will inform the *appointed consultant* of its decision. If the *insurer* so requires it *you* must co-operate in an appeal against the judgment or decision of a court or tribunal.

9. Minimising claims or legal proceedings

You must endeavour to minimise the cost and effect of any claim or legal proceedings under this Policy (for example: by co-operating with us and the *appointed consultant* and promptly providing any information or documentation we request)..

10. Fraudulent claims

You must not act in a fraudulent way. If *you* or anyone acting for *you*:

- fails to reveal or hides a fact likely to influence whether we accept your proposal, your renewal, or any adjustment to your policy;
- fails to reveal or hides a fact likely to influence the cover we provide;
- makes a statement to us or anyone acting on our behalf, knowing the statement to be false;
- sends us or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage *you* caused deliberately or with *your* knowledge.

If *your* claim is in any way dishonest or exaggerated, we will not pay any benefit under this policy or return any premium to *you* and we may cancel *your* policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against *you* and inform the appropriate authorities.

11. Insolvency or liquidation

If *you* become insolvent or are placed in liquidation during the course of any claim or legal proceedings to which the *insurer's* consent has been given the *insurer* reserves the right to withdraw that consent. *You* shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

12. Value Added Tax

If *you* are registered for VAT, the *insurer* will not pay the VAT element of any *legal expenses* bills.

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Complaints

It is the intention to give you the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact your agent who arranged the Insurance on Your behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Qdos Broker & Underwriting Services Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050
Email: feedback@qdosunderwriting.com

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

Financial Services Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or call Us on 0800 678 1100 or 020 7741 4100.

Data Protection Act 1998

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.