

# Legal Expenses Policy



**Paragon**

**Paragon Household**

First Floor - Jupiter House - Orbital One - Green Street - Dartford - DA1 1QG

Paragon is authorised and regulated by the Financial Conduct Authority

This Landlords Legal expenses insurance policy has been arranged by Lexelle Limited, with UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Lexelle Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. 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. 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. Firm Reference No. 769884. Details about the extent of Great Lakes Insurance SE regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request

## **POLICY CLAIMS**

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, you are covered for claims under this insurance if during the period of insurance you notify us as soon as you become aware of any event which may give rise to a claim under this policy.

Claims Number - MN=LL/06/2018

All potential claims must be reported initially to the Claims Helpline on Tel: **0114 220 1794**. Failure to contact the Claims Helpline may invalidate any claim.

**You** must notify **us** of **your** claim by telephoning **us** on Tel: **0114 220 1794** quoting the **Master Certificate Number** shown above. Delay may prejudice **your** legal position. If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **us** and ask to speak to one of **our** legal advisers. **We** will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need to assess **your** claim including a copy of the policy **schedule**.

## **TENANT REFERENCING - IMPORTANT POLICY CONDITIONS**

**For this policy to be valid all Tenants in the Let Property or Let Properties have to be FULLY referenced and passed the relevant checks (see below) in order to establish they are able to meet the tenancy terms, this includes a report by a Licensed Tenant Reference Company along with written references. A formal Tenancy Agreement along with all satisfactory checks must be in place prior to your tenants renting the Let Property or Let Properties :-**

**The following Tenants Checklist provides greater detail of the conditions that must be met from the START of the Tenancy Agreement (Valid Types of Tenancy Agreement are listed in the Policy Terms & Conditions (See "Policy Definitions - Tenancy Agreement"))**

### **Tenancy Checklist:-**

- **Copies of 2 forms of identification, including one which contains a photograph**
- **A recent Utility Bill or Bank Statement**
- **Recent Credit Check within 45 days of the Tenancy Agreement and within 12 months prior to the commencement of the policy**
- **The Credit Check must be clear of CCJ's (last 3 years and none outstanding), show no previous bankruptcies and demonstrates the tenant or guarantor's ability to meet their rent commitments.**
- **Satisfactory reference from the tenant's employer and the last landlord or from another referee if either un available**
- **All documentation received must show that the tenant is able to meet the requirements of the tenancy agreement.**

**Please note: If any doubts as to the integrity or financial standing of the tenant are expressed in any tenant reference or other documentation or there is a lack of response to any enquiry, you must obtain our approval prior to commencement of the letting. On the making of any claim you should be in a position to forward not only copies of the references to us but also copies of the letters requesting the same. You shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received)**

## POLICY DEFINITIONS

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Wherever the following words are expressions appear in **bold** type and they have the meaning given to them below:

### **Costs – up to the limit of cover:**

Unrecovered **professional fees** which **you** are liable to pay to **your professional adviser**; and **professional fees you** are ordered to pay or have agreed to pay (with **our** permission in writing);

**Guarantor** - The individual or organisation shown in the **tenancy agreement** and the **policy schedule** that is the subject of a written **Tenant Reference** and provided a financial guarantee of the **tenant (s)** performance of their obligations under the **tenancy agreement**;

**Insured/you/your** - the person(s) named as insured in the **policy schedule**;

### **Insured event(s) -**

1. An incident or the first of a series of incidents where the **tenant(s)** fails to perform their obligations set out in the **tenancy agreement** relating to their rightful occupation of the **insured property**.
2. **You** discover that someone is living in your property without your permission.

**Limit of cover** - the amount stated in the **policy schedule** being the maximum sum **we** will pay for all claims under this policy arising from one or more **insured events** occurring at the same time, in the same place or from the same cause;

Sections 1 and 2: £50,000;

Section 3: £1,500;

**Period of insurance** - the period for which **we** have agreed to cover **you** and for which **you** have paid the premium as detailed on the **policy schedule**;

**Policy schedule** - The document which shows **your** details and this insurance and is attached to and forms part of this policy;

**Professional adviser** - A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **your** interests.;

**Professional fees** - Legal fees and costs reasonably and properly incurred by the **professional adviser**, with **our** prior written authority including costs incurred by another party for which **you** are made liable by Court Order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an **insured event**. **Professional fees** will include VAT where it cannot be recovered. This includes disbursements as long as these are in respect of services supplied by a third party, that the services are distinct and separate from the services supplied by the **professional adviser** and that **our** prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT;

**Property** - the private dwelling (s) as detailed in the policy schedule including garages outbuildings and fixtures and fittings all used solely for domestic purposes and comprised in the tenancy / tenancies;

### **Prospects of success – in our opinion:**

- a) it is more probable than not, i.e. a greater than 50% chance, that **your** claim will succeed assuming it is determined at a final hearing and **you** will be able to obtain the compensation or result **you** are seeking; and
- b) **your** interests cannot be better achieved by other means;

**Standard professional fees** - The level of **professional fees** that would normally be incurred by **Us** in using a nominated **professional advisor** of **our** choice;

**Tenant** - The individual(s) or company entitled to the tenancy of the **property**;

**Tenant reference: -**

1. A recent credit check made within the twelve months prior to the date of commencement of the **period of insurance** and within 45 days of the **tenancy agreement** against the **tenant** and any **guarantor** and obtained from a licensed tenant referencing company showing:
  - a) no County Court Judgements in the past three years; and
  - b) no outstanding County Court Judgements; and
  - c) the **tenant's** or **guarantor's** financial ability to meet the rent commitment; and
  - d) that it is reasonable in the circumstances following receipt of the outcome of the credit check to grant a **tenancy agreement** to the **tenant**;
2. A satisfactory reference from either the tenant's employer, and a last landlord, or another referee if either unavailable.
3. Copies of two forms of identification, one of which must contain a photograph.

Please note: - The above **tenant reference** criteria is a requirement of the policy and if you have any doubts as to the integrity or financial standing of the **tenant** or their ability to meet the terms of the tenancy agreement in any way including via the **tenant reference** then **you** should contact the Claims Helpline for Our prior agreement that cover can be accepted. Following review of the information provided **we** may require a **guarantor** or **we** could refuse to provide cover.

Also, **you** should not allow any **tenant** into occupation of **your property** until the first month's rent and dilapidations security deposit has been paid and cleared.

**Tenancy agreement** - A tenancy agreement in writing made between **you** and the **tenant** which is an assured Shorthold Tenancy Agreement within the meaning of the Housing Acts 1988 and 1996, or a Short Assured Tenancy or an Assured Tenancy as defined in the Housing (Scotland) Act 1988, or a tenancy agreement in which the **tenant** is a limited company. In Northern Ireland the agreement between **you** and the **tenant** to let the **property** must not be a Protected Tenancy or a Statutory Tenancy within the meaning of the Rent (NI) Order 1978, nor a Protected Shorthold Tenancy within the meaning of Housing (NI) Order 1983, or a **tenancy agreement** in which the **tenant** is a limited company, or a **tenancy agreement** or lease of a commercial premises. Or any other residential tenancy;

**Territorial limits** - The United Kingdom (meaning England, Scotland, Northern Ireland, Wales);

**Unoccupied** - not lived in by **You** or a person authorised by **You**;

**We / Us / Our / Insurers** - UK General Insurance Limited on behalf of Great Lakes Insurance SE;

**Your property** - the **property** to be insured. If there is more than one **property**, the policy limits and exclusions apply separately to each **property** in the same way as if each had been insured by a separate policy;

## WHAT IS COVERED

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

Subject to the terms of this policy, **you** are covered for the following if:

- a) during the **period of insurance**:
  - i. **you** become aware; and
  - ii. **you** notify **us**; of an **event** which may give rise to a claim under this insurance; and
- b) the **event** happens within the **period of insurance**. Where **your** claim arises from a series of **events** then the first of these must happen within the **period of insurance**

### Section 1 - Pursuit

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**We** will negotiate for **your** legal rights:

- a) after an incident of physical damage to **your property**. The amount in dispute must be more than the security deposit or £1,000, whichever is the greater.
- b) in trying to get possession of **your property** that **you** have let:
  - i under a **tenancy agreement**. **You** must be trying to get possession under:
    - a. Schedule 2, Part I (Grounds 1 to 8) of the Housing Act 1988; or
    - b. Schedule 5, Part I (Grounds 1 to 8) of the Housing (Scotland) Act 1988; or
    - c. Section 21 of the Housing Act 1988 including the Accelerated Possession procedure; or
    - d. Section 33 Housing (Scotland) Act 1988.

**You** must give the **tenant** correct notices telling him or her that **you** want possession of **your property**.
  - ii to a company or partnership and **your property** has been let for people to live in.
- c) to evict anyone (including squatters) in **your property** who has not got **your** permission to be there.
- d) to recover any rent **your tenant** owes **you** for **your property up to vacant possession**.

### Section 2 - Defence

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To defend **your** legal rights if an incident arising from **you** letting **your property** leads to **you** being prosecuted in a criminal court.

### Section 3 - Hotel Expenses

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**We** will pay up to £50 per day up to the **limit of cover** for hotel expenses, where no other alternative accommodation is available, while **you** try to get a possession order for **your property** so **you** can live in it.

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**We** shall be entitled to take over and conduct in **your** name the defence or settlement of any claim, or to prosecute for **our** own benefit any claim for indemnity or damage or otherwise, and shall have full discretion in the conduct of proceedings or in the settlement of any claim. **You** will give **us** all such information and assistance as **we** may require.

**You** will not be able to use:

- i. Schedule 2, Part I, Ground 8 of the Housing Act 1988 (as amended), to seek possession of **your property** until two months' rent is owed to **you**;
- ii. Schedule 5, Part I Ground 8 of the Housing (Scotland) Act 1988 (as amended) to seek possession of **your property** until three months' rent is owed to **you**.

# WHAT IS NOT COVERED

## A. Any compensation, penalty or taxes

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## B. Excluded claims

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### 1. Any claim:

- a) reported to **us** after the **period of insurance** expires;
- b) where **your** delay during the **period of insurance** in telling **us** of an **event** has prejudiced **our** position;
- c) arising from an **event** which happens, or a series of **events** which starts, before the start of the **period of insurance**;
- d) arising from an **event** which happens, or a series of **events** which starts outside the **period of insurance**;
- e) arising from any **event** which happens outside the **territorial limits**;
- f) where before the start of the **period of insurance** in **our** opinion the **insured** was aware, or should have been aware, that a claim was likely to be made;
- g) relating to registering rents, buying the freehold of **your property** or any matter which relates to rent tribunals, land tribunals or rent assessment committees unless **you** are defending an action brought against you by **your** tenant;
- h) relating to anyone including any government, public or local authority legally taking **your property** from **you**;
- i) relating to any works by or under the order of any government, public or local authority;
- j) relating to the settlement payable under an insurance policy;
- k) which is false or fraudulent.

### 2. Any claim concerning or arising from:

- a) anything to do with building, rebuilding, converting or extending all or part of a building;
- b) town and country planning laws and regulations;
- c) subsidence, land heave, land slip, mining or quarrying;
- d) an alleged dishonest or malicious act by **you**;
- e) a dispute between **you** and **us** about this legal expenses cover;
- f) any application for judicial review;

### 3. Any claim directly or indirectly caused by or contributed to or arising from:

- a) Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority
- b) Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
- c) Any direct or indirect consequence of:
  - i. Irradiation, or contamination by nuclear material; or
  - ii. The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
  - iii. Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
- d) Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this Policy, Electronic Data shall mean 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.

For the purposes of this Policy, Computer Virus shall mean 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.

## C. Excluded Costs

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### 1. Costs:

- a) incurred prior to written confirmation from **us** that the claim has been accepted or **professional fees** beyond those for which **we** have given **our** prior approval in accordance with the terms and conditions of the cover;
- b) relating to any disagreement with **your** tenant when the **event** is within the first 90 days of the start of the **period of insurance** and the tenancy agreement started before the start of the **period of insurance**;
- c) **you** pay or agree to pay before **we** have accepted **your** claim in writing and **your** solicitor confirms in writing that he or she will co-operate with **you** to keep to the terms of this legal expenses cover;
- d) for more than **we** have agreed;
- e) where **you** have entered into a conditional fee agreement or any other form of alternative funding without obtaining **our** permission in writing first;
- f) arising from **your** or **your professional adviser's unreasonable** behaviour or failing;

- g) where **you** do not meet **your** duties under this policy or **you** or **your professional adviser** are responsible for anything which in **our** opinion prejudices **our** position

## CLAIMS

### A. Reporting of your claim

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All potential claims must be reported initially to the Claims Helpline for advice and support. Failure to contact the Claims Helpline may invalidate any claim **you** wish to make.

This is a "claims made" legal expenses insurance which means that subject to the terms of this policy, **you** are covered for claims under this insurance as long as during the **period of insurance you** notify **us** as soon as **you** become aware of any event which may give rise to a claim under this policy.

For the avoidance of doubt, if there is more than one **event** arising from the same cause then **you** must tell **us** as soon as possible after the first such **event**.

**You** must notify **us** of **your** claim by telephoning **us** on Tel: **0114 220 1794** quoting the Master Certificate No at the start of Page 1 of this policy. Delay may prejudice **your** legal position. If **you** are in any doubt about **your** need to notify **us** of a claim under this insurance or **your** eligibility to make such a claim **you** should telephone **us** and ask to speak to one of **our** legal advisers.

**We** will send **you** a claim form. **You** must fill this in fully and truthfully and return it to **us** and give **us** at **your** own cost any information or evidence that **we** may reasonably need in order to assess **your** claim including a copy of the policy **schedule**.

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

### B. Acceptance of your claim

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**We** will pay **costs** incurred after **we** accept **your** claim in writing and **your professional adviser** confirms in writing that they will co-operate with **you** to keep to the terms of this policy.

**We** will only meet the **costs** of **your** claim:

- a) which have been agreed in advance by **us** as to both amount and purpose; and
- b) as long as there are **prospects of success**.

If at any stage **we** consider that **your** claim does not have **prospects of success**, **we** will give **you** an explanation of **our** decision in writing. **We** will not provide any further cover for **your** claim. If **you** disagree with **our** decision, **you** can refer the matter to an arbitrator under condition 12.

## C. COMPLAINTS

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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:

Complaints regarding:

### SALE OF THE POLICY

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

### CLAIMS

For complaints about the handling of a claim, please contact:

Lexelle Limited  
PO Box 4428  
Sheffield  
S9 9DD  
Tel: 0114 249 3300  
Email: [assist@lexelle.com](mailto:assist@lexelle.com)

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the third working day, **Your** complaint will be passed to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and your policy reference and quote scheme reference shown on the heading of your main policy terms.

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 €2million 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

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@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 Citizens Advice Bureau.

If **you** have purchased the insurance policy online, **you** may also raise **your** complaint via the eu online dispute resolution portal at <http://ec.europa.eu/consumers/odr/>. This will forward **your** complaint to the correct alternative dispute resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling **your** complaint than if **you** contact the Financial Ombudsman Service directly.

## **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 their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**You** may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or **You** can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

## **POLICY CONDITIONS**

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### **1. Conduct**

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**You** shall:

- a) not allow an adult **tenant** into possession other than on the basis of an already completed **tenancy agreement** duly signed by all parties;
- b) ensure that any relevant statutory pre-grant notices are served in the correct form on the **tenant** prior to the grant of the tenancy;
- c) prior to the grant of any tenancy make all relevant and necessary searches to reveal county court judgements in the last three years against the proposed **tenant** by name;
- d) prior to the grant of any tenancy **you** must obtain a minimum of a **tenant reference**. If any doubts as to the integrity or financial standing of the **tenant** are expressed in any reference or there is a lack of response to any enquiry, to obtain **our** approval prior to commencement of the letting. On the making of any claim **you** should be able to forward not only copies of the notices to **us** but also copies of the letters requesting the same. **You** shall not allow any tenant into occupation until the first month's rent and the dilapidations deposit payment have been cleared in the managing agent's bank account (or alternatively cash has been received);
- e) ensure that **you** comply with the requirements of any statutory tenancy deposit scheme;
- f) ensure that all statutory requirements are complied with regarding the issue and service of notices of intention to take proceedings;
- g) ensure that all pre-agent notices and pre-proceeding notices are served personally with the person serving the notice if possible retaining a copy of the notice duly signed and dated by way of receipt by the recipient(s) of the notice;
- h) prepare prior to the grant of the tenancy a detailed inventory allowing space for comments to be made as to the condition of the items in the inventory on check in and comments to be made later on check out of **your property**;
- i) conduct regular inspections of the **property** (by reference to such inventory) at no less intervals than every six months;
- j) as soon as possible after a **tenant** has checked out or has otherwise vacated **your property**, prepare a detailed Schedule of Dilapidations;
- k) keep clear up-to-date rental records;
- l) ensure that where a **tenant** makes payment of rent that such payment is only received on the express understanding that it is being taken on account of the longest outstanding sum of arrears that are then due and that it is received without prejudice to any termination notice and/or to any proceedings taken pursuant thereto. Where the **tenant** is a company the **professional adviser's** advice must be taken before any arrears of rent are accepted;
- m) ensure that any claims are accompanied by **our** fully completed claims form and submitted to **us** within 90 days of the rent falling into arrears;
- n) send a letter threatening legal action within 45 days of rent falling into arrears;
- o) contact the **tenant** at the **tenant's** place of employment within 28 days of any rent falling into arrears.



## 2. Premium

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The policyholder named in the **schedule** must have paid the relevant premium and have been declared to **us** as having done so.

## 3. Appointment of professional adviser

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At any time before **we** agree that legal proceedings need to be issued, **we** will choose a **professional adviser** to act for **you**.

If **Legal Proceedings** have been agreed by **us**, **you** may nominate **your** own **professional adviser** whose name and address **you** must submit to **us**. In selecting **your professional adviser** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the policy conditions.

When **you** have elected to use **your** own nominated **professional adviser** **you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

If **you** discontinue **your** instructions to **your professional adviser** without **our** prior written permission, **our** will stop at once **we** may recover any **costs** already paid from **you**.

## 4. Conduct of your claim

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**You** must immediately tell **your professional adviser** to:

- a) provide **us**, as soon as possible, with:
  - i. their views on the merits of **your** claim; and
  - ii. their hourly rate and estimate of the total costs of pursuing or defending **your** claim; and
  - iii. any information, document or file (including **your professional adviser's** files) relating to **your** claim, whether or not privileged, that **we** may ask for.
- b) keep **us** fully updated during **your** claim:
  - i. on the progress of **your** claim, including any offers to settle; and
  - ii. of any change in their views on the merits of **your** claim; and
  - iii. of any change to their estimate of **costs**.

**We** will set spending limits for **your professional adviser's** fees and payments during **your** claim. If a limit is exceeded without **our** prior written permission, **we** will not pay for any fees and payments above the relevant spending limit. These limits will not affect **our** rights under condition 11.

## 5. Co-operation with us and your professional adviser

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**You** will co-operate with:

- a) **us** at all times and reply promptly to any correspondence about **your** claim; and
- b) **your professional adviser** at all times and give them all information that they need and will attend meetings and hearings whenever **you** are asked to.

## 6. Investigation and payment of your claim

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**We**, or **our** agents, may investigate **your** claim. In **our** absolute discretion, **we** pay **you** an amount equal to **our** estimate of the value of **your** legal claim, or that made against **you**, instead of providing cover for **your costs**. If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

## 7. Settlement

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**You** or **your professional adviser** must immediately write to tell **us** of any offer made to settle **your** claim including offers relating to costs. **You** must not accept any offers without getting **our** permission first. **We** will not withhold **our** consent in relation to an offer that a **professional adviser** would recommend to a private client who is paying his or her own fees.

If **you** do not accept an offer **we** consider to be fair, **we** will not pay any further **costs**.

## 8. Withdrawing and discontinuing

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If **you** withdraw from or discontinue (stop) **your** claim without getting **our** permission in writing first then **we** will not pay **costs** and will be entitled to recover from **you** any fees and payments made or charged before the withdrawal or discontinuance. **We** will not withhold **our** permission in relation to a withdrawal or discontinuance that a solicitor would recommend to a private client who is paying his or her own fees.

## 9. Assessment and recovery of costs

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**You** must, if **we** ask **you**, tell **your professional adviser** to send all of their files and any bill of costs for assessment by a court or certification by the appropriate professional body or auditing by cost consultants appointed by **us**.

**You** must:

- a) take steps to recover **costs** awarded or agreed to be paid to **you**; and
- b) immediately pay **us** any **costs** recovered, or tell **your professional adviser** to do so.

If **you** pay or agree to pay costs above the **limit of cover** in order to end **your** case, any costs awarded or agreed to be paid to **you** will be divided between **us** and **you** to reflect the proportion of costs that both **we** and **you** have paid or, but for the recovery of costs from **your** opponent(s), would be liable to pay. **You** will pay **us** or tell **your professional adviser** to pay to **us** the amount that is due to **us** immediately.

## 10. Disputes

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Either **you** or **we** may refer any dispute to an arbitrator who will be a solicitor or barrister. If **we** cannot agree on an arbitrator the Chartered Institute of Arbitrators will choose one. The arbitration will be under the Arbitration Acts in force and will be binding on the parties. If the arbitrator decides that **you** should pay the costs of the arbitration, **we** will not pay these under this policy.

## 11. Agreement

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**We** are not bound by any agreement that **you** or **your professional adviser** make without **our** prior approval or permission.

## 12. Waiver

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If **we** waive(s) any right or breach of any term of this policy, this will not waive any other right or later breach.

## 13. Transferring your rights

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**You** cannot transfer **your** rights under this policy. A person, partnership (whether limited or not) or company who is not a party to this policy has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## 14. The law that applies

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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 (meaning England, Scotland, Northern Ireland and Wales) in which **your** main residence is situated.

## CANCELLATION

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If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **us** or **your** agent 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 **us** or **your** agent 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.

If **your** policy is cancelled due to fraud or misrepresentation, this may affect **your** eligibility for insurance with **us**, as well as other insurers, in the future.

## DATA PROTECTION

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UK General Insurance Ltd is registered with the Information Commissioner's office as a data controller, registration number **Z7739575**. This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy.

**We** are dedicated to being transparent about what **we** do with the information that we collect about **you**. **We** process **your** personal data in accordance with the relevant data protection legislation.

### Why do we process your data?

The provision of **your** personal data is necessary for **us** to administer **your** insurance policy and meet our contractual requirements under the policy. **You** do not have to provide **us** with **your** personal data, but **we** may not be able to proceed appropriately or handle any claims if **you** decide not to do so.

### What information do we collect about you?

Where **you** have purchased an insurance policy through one of **our** agents, **you** will be aware of the information that **you** gave to them when taking out the insurance. The agent will pass **your** information to **us** so that **we** can administer **your** insurance policy.

For specific types of insurance policies, we may process some special categories of your personal data, such as information about your health.

**We** have a legitimate interest to collect this data as **we** are required to use this information as part of **your** insurance quotation or insurance policy with **us**. **We** may also process the data where it is necessary for a legal obligation, or as part of the establishment or defence of a legal claim.

### UK General's full privacy notice

This notice explains the most important aspects of how we **use** your data. **You** can get more information about this by viewing **our** full privacy notice online at <http://ukgeneral.com/privacy-policy> or request a copy by emailing us at [dataprotection@ukgeneral.co.uk](mailto:dataprotection@ukgeneral.co.uk). Alternatively, **you** can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

## CONSUMER INSURANCE ACT

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

- a) supply accurate and complete answers to all the questions **your** sales agent 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 **your** sales agent asks 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.

If **you** become aware that information **you** have given **your** (administrator / agent) is inaccurate or has changed, **you** must inform them as soon as possible.

## Fraudulent Claims/Fraud

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**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;
- 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.