

# KINGSBRIDGE SOLE TRADER PROFESSIONAL FEES POLICY

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Effected through Kingsbridge Contractor Insurance **a division of Kingsbridge Risk Solutions Limited**

This insurance is administered by Legal Insurance Management Ltd (552983) and underwritten by Royal & Sun Alliance Insurance plc (202323). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

Legal Insurance Management Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Royal & Sun Alliance Insurance plc (202323). Both are registered in the UK and authorised and regulated by the Financial Conduct Authority.

**Kingsbridge Contractor Insurance is a trading division of Kingsbridge Risk Solutions Ltd. Kingsbridge Risk Solutions Ltd is authorised and regulated by the Financial Conduct Authority. Its FCA reference number is 309149**

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**KINGSBRIDGE**  
CONTRACTOR INSURANCE

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## Introduction

Thank **You** for choosing to insure with **Us**. Please read carefully all documents that **We** have provided, together with any addendum, endorsements and the **Schedule**.

If something's not right, **You** have any questions, need anything explained or believe this contract does not meet **Your** needs, please contact **Your** insurance agent immediately. If **You** are unhappy with the terms and wish to cancel the policy, please contact **Your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

## Assistance Helpline Services

**You** can contact one of **Our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **Our** control.

### Legal Advice Helpline

01384 885155

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **You** wish to make a claim, the helpline can provide **You** with a form that should be submitted directly to Legal Insurance Management Ltd.

### Tax Advice Helpline

01384 885744

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

### Identity Theft Helpline

01384 397757

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Identity Theft issues and cannot assist with any other insurance matter.

## Making a Claim

If **You** wish to make a claim, it's important to let **Us** know as soon as possible and during the **Period of Insurance**. **You** can obtain and submit a claim form to **Us** by using one of the contact methods below.



Visit the appropriate address below to submit **Your** claim online.

Sections 2c, 2d and 2e:  
[IR35-claims.legalim.co.uk](http://IR35-claims.legalim.co.uk)

All other sections:  
[soletrader-claims.legalim.co.uk](http://soletrader-claims.legalim.co.uk)



Post **Your** claim form to **Us** at:

Legal Insurance Management Ltd  
1 Hagley **Court** North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF



Call **Us** on:

01384 377000

## Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **Us** know about any potential claims within 30 days and during this **Period of Insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **We** will assess **Your** claim, **Your** obligations to **Us** under the policy and how **We** will handle **Your** claim.

Indemnity under Sections 2d and 2e is subject to the **Policyholder** having achieved acceptance from **Our** approved panel under the defined IR35 assessment.

## Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

### ASPECT ENQUIRY

An enquiry where the Inspector of Taxes enquires into one or more aspects of a tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

### AUTHORISED PROFESSIONAL

A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** interests.

### BUSINESS

The **Business** detailed in the **Schedule**.

### CIVIL LEGAL ACTION BUSINESS

When formal legal proceedings are taken against an opponent in a **Court** of Law. The company detailed in the **schedule**.

### CLAIM LIMIT(S)

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified in the **Schedule**.

### COSTS

**Your Authorised Professional's** fees, **Costs** and disbursements which **We** have agreed or the **Costs** of any other people involved in the legal proceedings if **You** have to pay those **costs**. This includes **Costs** following an 'out-of-Court' settlement to which **We** have agreed. This does not include any damages, fines or penalties **You** have to pay unless appropriately covered under Employment Awards.

### COURT

A **court**, tribunal or other competent authority.

### CREDIT REFERENCE AGENCY

Equifax, Experian and Call Credit.

### CRIMINAL LEGAL ACTION

When a criminal investigation against **You** commences.

### EVENT

Sections 2c, 2d and 2e – An occurrence triggered by the **Insured Person** specified in the **Schedule** and/or **Policyholder** (or their respective representatives) receiving written or verbal notification from HMRC that an IR35 enquiry will be undertaken.

All other sections - The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or **Events** that are related by cause or time.

### EXCESS

The first amount of each and every claim as detailed in the **Schedule** or insured event.

### HOME

**Your** principal, private dwelling.

### IDENTITY THEFT

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

### IN-DEPTH INVESTIGATIONS

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

## INSURED PERSON

Section 1:

- a. The **Insured Person** specified within the **Schedule**.
- b. The husband or wife of the **Insured Person** specified within the **Schedule** or their partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any **Business** partners or associates.
- c. The children and parents of the **Insured Person** specified within the **Schedule** who are normally resident in the **Home**.

Sections 2a, 2b, 2f, 2g, 2h, 2i and 2j:

The **Policyholder**.

Sections 2c, 2d and 2e:

- a. The **Policyholder**.
- b. The person or company for whom the **Policyholder** has carried out professional duties under a formal written contract which sets out the duties and responsibilities of all parties but only where legislation makes them responsible for the taxes, fines and penalties relating to any IR35 challenge by HMRC.

## INSURER

This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.

## IR35 ASSESSMENT

The **IR35 Assessment** provided by a source previously agreed by **Us** in writing for which the **Policyholder** must have achieved acceptance in order for any indemnity to apply under Sections 2D and 2E of this policy.

## NATIONAL INSURANCE CONTRIBUTIONS (NIC) DISPUTE

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

## PAYMENT CARD

Bank, charge, cheque, credit, debit and cash dispenser cards.

## PAY AS YOU EARN (PAYE) DISPUTE

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

## PENALTIES

Financial **Penalties** and fines for which HMRC have held the **Policyholder** accountable.

## PERIOD OF INSURANCE

The dates as shown on **Your Schedule**.

## POLICYHOLDER, YOU, YOUR

The person and/or **Business** specified within the **Schedule** who, in respect of Sections 2D and 2E, must have achieved acceptance under the **IR35 Assessment** and carried out professional duties in connection with the relevant **Insured Person** specified within the **Schedule** under a formal written contract which sets out the duties and responsibilities of all parties.

## PROSPECTS OF SUCCESS

At least a 51% chance of the **Insured Person** achieving a favourable outcome.

## PROPERTY

The **Property** or **Properties** listed on the **Schedule**, which are occupied for commercial purposes only.

### SCHEDULE

The document which details **Your** personal information for the purposes of this insurance and is attached to and forms part of this policy.

### STANDARD PROFESSIONAL FEES

The level of **Costs** that would normally be incurred by **Us** in using an **Authorised Professional** of **Our** choice.

### TERRITORIAL LIMITS

The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man. In respect of proceedings under the Health and Safety at Work Act 1974, the **Territorial Limits** shall extend to any place where the Act applies.

### TERRORISM

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

### TIME OF OCCURRENCE

Civil Cases – the date upon which the **Event** first occurred.  
Criminal Cases – the time at which **You** are charged with an offence.

### VALUE ADDED TAX (VAT) DISPUTE

A challenge in writing by HM Revenue & Customs on the accuracy or completeness of returns submitted.

### WE, US, OUR

Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.

## Cover

**We** will provide the cover detailed in the Insured **Events** section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by **Us** during the **Period of Insurance**.

## Insured Events – Section 1

### 1A - CONSUMER DISPUTES (PERSONAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> to pursue or defend <b>Civil Legal Action</b> arising out of a contract an <b>Insured Person</b> has entered into for:</p> <p>Obtaining services. The purchase, hire, hire-purchase or sale of any personal goods.</p> <p><b>Claims within the Small Claims Court Limits</b> The payment of appropriate experts and <b>Court</b> fees together with assistance provided by <b>Our</b> in-house legal advisors.</p> <p><b>Claims above Small Claims Court Limits</b> The payment of <b>Costs</b> incurred by the <b>Authorised Professional</b> appointed by <b>Us</b>.</p>	<p>Claims where the amount in dispute is less than £100. Any contract entered into by an <b>Insured Person</b> in connection with a profession, <b>Business</b> or trade. Any dispute that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after <b>You</b> took out the insurance or <b>You</b> had equivalent cover immediately prior to the inception of this policy without a break in cover. Any contract relating to work carried out, in, on or for the benefit of land or buildings other than the <b>Home</b>. Any claim arising from constructing, renovating or demolishing buildings or altering their structure for an <b>insured person's</b> use (this does not apply to common <b>Home</b> improvements such as installing double glazing or replacing kitchens or bathrooms).</p>

Any dispute with local or government authorities.  
 Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.

### 1B - HOME RIGHTS (PERSONAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> to pursue <b>Civil Legal Action</b> following:</p> <p>Loss or damage to the <b>Home</b> or goods in the <b>Home</b> that belong to an <b>Insured Person</b> or for which an <b>Insured Person</b> is responsible.</p> <p>An alleged infringement of rights that relate to the <b>Home</b>.</p>	<p>Claims relating to the planning, erection, alteration, construction, conversion or extension of buildings or parts of buildings.</p> <p>Any dispute with local or government authorities, or third parties working on their behalf.</p> <p>Any dispute involving leased or rented property.</p> <p>Any dispute that arises less than 90 days after the insurance first started unless <b>You</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>Any claim to establish an <b>insured person's</b> legal rights in relation to the <b>Home</b>.</p> <p>Any claim relating to subsidence, mining or quarrying.</p>

### 1C – TAXATION (PERSONAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from or relating to an <b>Aspect Enquiry</b> or a full HM Revenue &amp; Customs investigation of an <b>Insured Person's</b> personal tax affairs.</p>	<p>Aspect Enquiries less than £100.</p> <p>Where the investigation or enquiry began before the insurance first started or where the <b>Insured Person</b> should have reasonably realised a claim may occur.</p> <p>Investigations or enquiries by or transfer to a Special Compliance Officer.</p> <p>Claims arising from a false or misleading statement or representation to the HM Revenue &amp; Customs.</p> <p>Any case where the <b>Insured Person</b> or their tax advisor have not taken reasonable care to act in accordance with tax legislation.</p> <p>Any claims arising from deficiencies in books, records, accounts or returns including the cost of completing or correcting a return.</p> <p>Any change in a tax investigation or <b>Aspect Enquiry</b> when it becomes clear that HM Revenue &amp; Customs suspect fraud.</p>

### 1D - CRIMINAL PROSECUTION DEFENCE (PERSONAL)

What is Covered?	What is Excluded?
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**Costs** to defend **Criminal Legal Actions** taken against an **Insured Person**.

Where a legal aid (or equivalent) scheme is available to the **Insured Person** it must be utilised. Where such assistance is granted, **Costs** will be limited to a sum equal to any pre-verdict contribution payable by the **insured person**.

**Costs** required to be paid by the **Insured Person** in excess of any assessed contribution.

Any legal aid (or equivalent) contribution or **Costs** payable post-verdict.

Any **Costs** where the **Insured Person** fails to cooperate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.

**Costs** to defend any action, enforcement or recovery of sums payable against the **Insured Person** under the rules of any legal aid (or equivalent) scheme.

### 1E - PERSONAL INJURY (PERSONAL)

#### What is Covered?

**Costs** to pursue **Civil Legal Action** against a third party where their negligence has led to an **insured persons** death or bodily injury.

#### What is Excluded?

Claims arising from medical, surgical, clinical negligence or cosmetic procedures.  
Claims relating to pharmaceuticals or tobacco products.  
Claims for stress, psychological or emotional injury.  
Claims for illness, bodily injury or death caused gradually and not by a specific, sudden **event**.

### 1F - JURY SERVICE EXPENSES (PERSONAL)

#### What is Covered?

**Costs** for the actual amount of salary or wages an **Insured Person** loses while off work to attend a **Court** for jury service.

Subject to a £5,000 limit per claim.

#### What is Excluded?

Salary or wages that can be recovered from the relevant **Court** or an **Insured Person's** employer  
Claims where an **Insured Person** is unable to prove their loss.

## IDENTITY THEFT

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from <b>Identity Theft</b>:</p> <p>To defend a claim from a financial institution, merchants or their collection agencies. For the removal of any criminal or civil judgements wrongly entered against an <b>Insured Person</b>. To challenge the accuracy or completeness of any information in a <b>Credit Reference Agency</b> report. To create documents needed to prove <b>You're</b> innocent in terms of any financial irregularities committed unlawfully.</p> <p>Postal and phone <b>Costs</b> an <b>Insured Person</b> has to pay to deal with financial institutions, the Police and <b>Credit Reference Agencies</b> to report or discuss Identity theft.</p> <p>Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information.</p> <p>An <b>Insured Person's</b> loss of earnings following time away from work to go and see the Police, financial institutions or <b>Credit Reference Agencies</b> to report or discuss Identity theft.</p>	<p>Any claims connected with an <b>Insured Person's</b> business, profession or occupation. Any <b>costs</b>, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an <b>Insured Person</b>, or any other person acting in collusion with them.</p>

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### IDENTITY THEFT CLAIMS CONDITIONS

If an **Insured Person** discovers their identity has been stolen, they must follow the below:

File a Police report within 48 hours.

Contact the Identity Theft Helpline Service on 01384 397757.

Ensure they provide their address history for the past 6 years.

Let their financial institutions, **Payment Card** company(ies) and all other accounts know of the **Identity Theft** as soon as possible.

Fill out and return any claim forms, including an authorisation for **us** to obtain records and other necessary information if applicable.

If an **Insured Person** wishes to make a claim for lost wages, they must send **us** proof from their employer and provide evidence to show that it was necessary.

Send **us** copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered.

Take all necessary action to prevent further damage to their identity.

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## Insured Events – Section 2

### 2A - CONTRACT DISPUTE (COMMERCIAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from a dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods or services.</p>	<p>Claims relating to a lease, licence or tenancy agreement or land or buildings.</p> <p>Arbitration arising out of a clause in any contract.</p> <p>A breach or alleged breach of a professional duty by an <b>Insured Person</b>.</p> <p>The recovery of money and interest due from another party unless the other party intimates that a defence exists.</p> <p>Claims where the amount in dispute is less than £250.</p> <p>The first 10% of <b>Costs</b> incurred.</p> <p>Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial service or products.</p>

### 2B - TAX INVESTIGATIONS (COMMERCIAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from:</p> <p>An <b>Aspect Enquiry</b>;</p> <p>An <b>In-depth Investigation</b> arising out of <b>Your</b> tax affairs;</p> <p>A <b>VAT Dispute</b>;</p> <p>A <b>PAYE Dispute</b>; and/or</p> <p>A <b>NIC Dispute</b>;</p> <p>as a result of an enquiry from HM Revenue &amp; Customs following the issue of a notice under Section 9A or 12C of the Taxes Management Act 1970, or <b>Schedule 18</b>, paragraph 24 of the Finance Act 1998 as amended by the relevant section of the Finance Act 2007.</p>	<p>Aspect Enquiries less than £100.</p> <p><b>Costs</b> in any claim involving dishonesty, criminal proceedings or alleged fraudulent evasion of tax or misstatement with the intent to deceive.</p> <p><b>Costs</b> relating to tax avoidance schemes.</p> <p>Claims which originate from any enquiry, investigation or dispute which existed before the <b>Period of Insurance</b>.</p> <p>Disputes or enquiries where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query.</p> <p>The cost of making good any deficiencies in books, records, accounts or returns including the <b>Costs</b> of repairing a return.</p> <p>Any claim arising within the first 60 days after the insurance first started unless <b>You</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</p> <p>Technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of <b>Your</b> affairs..</p>

### 2C – IR35 STATUS ENQUIRIES (COMMERCIAL)

What is Covered?	What is Excluded?
<p>An enquiry conducted under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35) relating to the employment status of the <b>Policyholder</b>.</p>	<p><b>Costs</b> incurred in respect of an appeal against a decision following a Tax Tribunal hearing.</p> <p>Claims arising from any voluntary disclosure</p>

### 2D – IR35 STATUS ENQUIRY TAXES AND INTEREST (COMMERCIAL)

What is Covered?	What is Excluded?
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Any taxes and interest owed by the **Policyholder** for which HMRC hold the **Insured Person** accountable following an IR35 status enquiry covered under Section 2c.

Claims arising from any voluntary disclosure

## 2E – IR35 STATUS ENQUIRY PENALTIES (COMMERCIAL)

What is Covered?	What is Excluded?
Any <b>Penalties</b> for which HMRC hold the <b>Insured Person</b> accountable following an IR35 status enquiry covered under Section 2c.	<b>Penalties</b> which are unrelated to the taxes required for payment under section 2d and/or unable to be mitigated Claims arising from any voluntary disclosure

## 2F - PROPERTY PROTECTION (COMMERCIAL)

What is Covered?	What is Excluded?
<b>Costs for Civil Legal Action</b> following damage to an <b>Insured Person's</b> property, or pecuniary loss to an <b>Insured Person</b> , arising from: A negligent act or omission. Nuisance. Trespass. Criminal damage.  <b>Costs for Civil Legal Action</b> between an <b>Insured Person</b> and their landlord under the terms of a lease or tenancy agreement applying to their <b>Property</b> .	Any claim relating to subsidence, mining or quarrying. Disputes relating to rent, services charges and/or any relevant taxes. Any claim arising within the first 90 days after the insurance first started unless <b>You</b> had equivalent cover immediately prior to the inception of this policy without a break in cover. Disputes with local or government authorities or any third parties acting on their behalf.

## 2G - LICENCE PROTECTION (COMMERCIAL)

What is Covered?	What is Excluded?
<b>Costs</b> for an appeal or representation to the relevant statutory or regulatory authority, <b>Court</b> or other mandatory body following an act or omission which leads to the suspension, revocation, alteration of the terms of or refusing to renew any of an <b>Insured Person's</b> licence(s) issued under statute, statutory instrument or by the government or local authority to <b>You</b> , where such licence is necessary to engage in the <b>Insured Person's Business</b> or trade.	Any licence in respect of which an appeal or representation was made in the 12 months immediately prior to the first <b>Period of Insurance</b> .

## 2H – WRONGFUL ARREST (COMMERCIAL)

What is Covered?	What is Excluded?
<b>Costs</b> to defend <b>Civil Legal Action</b> against an <b>Insured Person</b> in respect of allegations of wrongful arrest or malicious prosecution.	Any claim arising out of or in connection with allegations made by or against or on behalf of an employee or ex-employee or any other person working or contracting for the <b>Insured Person</b> .

## 2I - DEBT RECOVERY (COMMERCIAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> incurred by an <b>Insured Person</b> in the recovery of money and interest due to them from another <b>Business</b> for the provision of:</p> <p>Goods. Services. Professional fees. Dishonoured cheques.</p>	<p>Claims where the debtor intimates that a defence exists, or a defence is served. Damages for breach of contract. Hire purchases or credit sale agreements other than arrears. The return of hired or leased goods. Debts reported to <b>Us</b> more than 60 days after the money has become due and payable. Debts less than £250 including interest. The first 10% of Professional Fees incurred; A debt that existed prior to the first <b>Period of Insurance</b>.</p>

## 2J - DATA PROTECTION (COMMERCIAL)

What is Covered?	What is Excluded?
<p><b>Costs</b> to defend an <b>Insured Person's</b> legal rights in respect of any <b>Civil Legal Action</b> taken against them for compensation under current data protection legislation when handling personal data in their capacity as a data controller/processor.</p>	<p>Any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data. Any claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (authorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism. <b>Costs</b> or fines imposed by the Information Commissioner or any other regulatory and/or criminal body.</p>

## General Exclusions

- I. **Costs** incurred:
  - a. In respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of this insurance.
  - b. Where **You** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
  - c. Before **Our** written acceptance of a claim.
  - d. Before **Our** approval or beyond those for which **We** have given **Our** approval.
  - e. Where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**.
  - f. Where **You** are responsible for anything which in **Our** opinion prejudices **Your** case.
  - g. If **You** withdraw instructions from or, fail to respond to the **Authorised Professional**, withdraw from the legal proceedings or the **Authorised Professional** refuses to continue to act for **You**.
  - h. Where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All **Costs** incurred up until this stage will become **Your** responsibility.
  - i. In excess of **Our** standard professional fees where **You** have elected to use an **Authorised Professional** of **Your** own choice.
- II. Any claim if **We** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **Costs** incurred.
- III. Claims where **You** fail to follow the advice or proper instructions of **Us** or the **Authorised Professional**.
- IV. Appeals where **You** have failed to notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice.
- V. Any **Costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
- VI. **Costs** arising from computer software tailored by the supplier to **Your** own requirements.
- VII. Legal action outside the **Territorial Limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.
- VIII. Any disputes involving a contract of insurance.
- IX. Any disputes with **Us** not dealt with under the arbitration condition.
- X. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
- XI. An application for judicial review or any **Costs** incurred in new areas of law or test cases.
- XII. Any **Costs** relating to **Your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
- XIII. Any matter in respect of which **You** are entitled to legal aid (or equivalent), **Our** liability shall be limited to the sum equal to any assessed contribution payable by **You**.
- XIV. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a Personal Injury claim.
- XV. Any dispute between an **Insured Person** and their family or a matrimonial or co-habitation dispute unless the dispute is with **Your** professional advisor.
- XVI. Any dispute falling within the Small Claims Track limits, other than as detailed under Consumer Disputes.
- XVII. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.

- XVIII. Any claim arising from or relating to a class action.
- XIX. Any direct or indirect liability, loss or damage caused:
- XX. to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
- XXI. by computer viruses.
- XXII. This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
- XXIII. Any claim or expense of any kind caused directly or indirectly by:
- XXIV. ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
- XXV. the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
- XXVI. Any loss or damage caused by any sort of war, invasion or revolution.
- XXVII. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
- XXVIII. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.
- XXIX. Any dispute relating to written or verbal remarks which damage **Your** reputation.
- XXX. Any claim under Section 2 which does not arise in connection with or from the conduct of the **Business**.
- XXXI. Any claims relating to printing errors or omissions.

## Policy Conditions

### Notifying Us

If anything happens which could lead to a claim under this policy, **You** must let **Us** know as soon as possible by submitting a claim form and providing **Us** with all the information **We** may need. Until **You** have let **Us** know about the claim and **We** have provided acceptance in writing, **We** will not be responsible for any **Costs**, nor will **We** cover any **Costs** that were incurred before **We** accepted the claim.

It's important to remember that **You** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **Our** Advice Helplines does not constitute as notification of a claim.

### Claims Decision

The decision to accept **Your** claim will take into account the advice of the **Authorised Professional**, as well as **Our** own claims handlers. **We** may require, at **Your** expense, an opinion of an expert or counsel on the merits of **Your** claim. If the claim is subsequently admitted **Your Costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

**Your** claim will be accepted if all of the following apply:

- I. The position has not been prejudiced.
- II. **We** have assessed **Your** claim and deem it to have **Prospects of Success**.
- III. It's likely a sensible settlement will be obtained and is proportionate with the time and **Costs** incurred in dealing with **Your** claim.
- IV. The **Event** and action required are covered by this insurance under the Insured **Events** section. The **Event** must have happened within the **Territorial Limits** and during the **Period of Insurance**.
- V. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **Your** claim or during the course of it **We** may find:

- I. **Your Prospects of Success** are insufficient.
- II. There is a more suitable course of action.
- III. **We** cannot agree to the claim.

In these circumstances, **We** may not continue to support **Your** claim and will tell **You** why in writing.

**We** may also limit the **Costs** that **We** pay under the policy for **Your** claim in the following circumstances:

- I. **We** consider it is unlikely a favourable settlement will be obtained.
- II. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
- III. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **Us** more to handle a claim than the amount in dispute **We** may, at **Our** discretion, pay to **You** the amount in dispute which will represent full and final settlement under this policy providing **You** have complied with all terms and conditions.

If **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any **Costs** incurred to date will become **Your** own responsibility and will need to be repaid to **Us**.

### Representation

If **Your** claim is accepted, **We** will take over and conduct the prosecution, pursuit, defence or settlement on **Your** behalf. **We** will also select an **Authorised Professional** of **Our** choice to act on **Your** behalf.

If legal action is agreed by **us**, **You** can continue to use the **Authorised Professional** **We** have selected. However, **You** are also entitled to nominate an **Authorised Professional** of **Your** choice, although this must be agreed with **Us** in advance, confirmed in writing and **You** will be responsible for any **Costs** in excess of **Our Standard Professional Fees**. **You** will need to satisfy **Us** that **Your** chosen representative has the appropriate experience and skills to represent **you**, and **You** shall have a duty to minimise the **Costs** of legal action.

Any dispute arising from or in relation to the **Authorised Professional** shall be referred in arbitration in accordance with the policy conditions.

#### **Conduct of Claim**

- I. It's important to co-operate with **Us** at all times. **You** must give **Us** and the **Authorised Professional** all the information and help required. This will include a truthful account of **Your** case, any paperwork requested and information on all material developments.
- II. **We** will have direct access to the **Authorised Professional** at all times. **We** shall also be entitled to (at no cost to **Us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose.
- III. **You** or the **Authorised Professional** must notify **Us** immediately in writing of any offer or payment into **court**, made with a view to settlement, and **You** must await **Our** written agreement before accepting or declining any such offer.
- IV. **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to **court**, witness, expert, agent or any other person without **Our** agreement.

#### **Due Care**

**You** must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

#### **Recovery of Costs**

**You** should take all steps to recover **Costs** charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any **Costs** charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of **Costs**, charges or fees.

#### **Fraud**

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **You** will not be entitled to any refund or premium or benefit under the policy. **We** may also take legal action against **You** and inform the appropriate authorities.

#### **Arbitration**

Any dispute between **You** and **Us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **We** both agree. If **We** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **Costs** in the case that a decision is not clearly made against either party.

#### **Royal & Sun Alliance Insurance plc Privacy Policy**

**Your** privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **Our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **You're** unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

**You** can also email **Us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

#### **Legal Insurance Management Ltd Privacy Notice**

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **Your** insurance policy and meet **Our** contractual requirements under the policy.

It is important to LIM that **You** are clear on what information **We** collect and why **We** collect it. **You** can withdraw **Your** consent at any point by notifying LIM, however if **You** have an on-going claim this may affect continued cover under **Your** policy. Should **Your** data need updating, this can also be done at any point by contacting LIM.

To view **Our** full privacy notice, **You** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **Us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **You** can write to **Us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley **Court** North, Brierley Hill, West Midlands DY5 1XF.

#### **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

#### **Cancellation**

If **You** decide this policy does not meet **Your** insurance needs, please return it to **Your** agent within 14 days from the date of purchase. Providing that no claims have been made, **We** will refund **Your** premium in full. **You** may cancel **Your** policy at any time after the first 14 days by informing **Your** agent, although no refund of premium will be payable.

**We** may at any time cancel **Your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

#### **Act of Parliament**

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

#### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **Your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the **Event** of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

## Complaints Procedure

In the **Event** of a service complaint arising under the arrangement of this insurance, **You** should contact **Your** agent in the first instance:

Kingsbridge Contractor Insurance  
9 Miller Court  
Tewkesbury  
Gloucestershire  
GL20 8DN

Website – [www.kingsbridge.co.uk](http://www.kingsbridge.co.uk)  
Customer Services Telephone – 01242 808740

In the **Event** of a complaint regarding claims or coverage under this insurance, **You** should in the first instance contact Legal Insurance Management Ltd.



Write to **Us** at:

Legal Insurance Management Ltd  
1 Hagley **Court** North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF



Email **Us** at:

[claims@legalim.co.uk](mailto:claims@legalim.co.uk)



Call **Us** on:

01384 377 000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response. 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 authority Trading Standards Service or Citizens Advice Bureau.

### Compensation Scheme

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of **Business** or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.