

## **PRIVATE LEGAL COVER Homeowner Insurance**

Legal problems can occur to anyone at anytime. Defective goods and services, disputes with neighbours, problems at work are typical of the situations where easy access to legal advice is essential. Without it you are only too often at a disadvantage to your opponent. The problem is that good legal advice is expensive and few can afford to finance litigation out of their own pockets.

Private Legal Cover enables you to obtain legal advice 24 hours a day and if your problem is covered a solicitor will act for you and the insurance will meet your legal fees, up to £100,000. If you lose, your opponent's costs are covered.

### **Summary of Cover**

#### 1. Pursuit of:

- Claims against people selling you defective goods or services for your private use
- Personal injury or fatal accident claims (other than where you were driving)
- Actions for nuisance or trespass relating to your home
- Employment claims

#### 2. Defence of:

- Road traffic prosecutions
- Claims made against you by someone to whom you have sold private goods

#### 3. Inland Revenue:

- You are covered for accountants' fees to deal with Inland Revenue Full Enquiries into your private income and gains

See the policy wording for full details of the insurance cover including the conditions and exclusions.

### **How to make a claim or to obtain legal advice**

Contact Amicus on 01206 366500 if anything happens that you might need assistance under the policy.

Whenever contacting us, make sure that you have your household insurance certificate to hand to validate your claim.

You may also telephone for advice on any private legal problem 24 hours a day.

Amicus cannot provide advice where there is a conflict of interest between you and the underwriters.

Private Legal Cover is administered by Amicus Legal Ltd, who also provide the legal advisory service.

## **Private legal cover policy**

### **Meaning of words in this policy**

1. **We, our, us**  
Amicus Legal Ltd who administer the insurance and pay claims on behalf of the **Underwriters**.
2. **You, your**  
The person who has paid the premium and been declared to **us**.
3. **Insured person**  
**You, your** spouse and **your** children under 21 who always live with **you**. If the **insured person** dies their personal representatives will be covered to pursue and defend cases covered by this insurance on behalf of the **insured person** that arose prior to the **insured person's** death.
4. **Representative**  
The lawyer or other suitably qualified person, who has been appointed by **us** to act for the **insured person** in accordance with the terms of the policy.
5. **Cost and expenses**
  - (a) Legal costs  
All reasonable and necessary costs charged by the **representative** on a standard basis.
  - (b) Accountant's costs  
All reasonable and necessary costs charged by the **representative**.
  - (c) Opponents' costs  
**We** will also pay the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.
6. **Territorial limits**  
The European Union, the Channel Islands and the Isle of Man.
7. **Period of insurance**  
Commences one year from the date shown on the declaration returned to **us**.
8. **Inland Revenue full enquiry**  
An extensive examination by the Inland Revenue, which considers all aspects of the **insured person's** self assessment tax return, but not enquiries that are limited to one or more specific aspects of the **insured person's** self assessment tax return.

## 9. **Date of occurrence**

- (a) For **civil claims** (except under Section 2C, tax protection) the **date of occurrence** is the date of the event which may lead to a claim. If there is more than one event arising at the same time or from the same cause, the **date of occurrence** is the date of the first of these events.
- (b) For **criminal cases**, the **date of occurrence** is when the **insured person** began, or is alleged to have begun, to break the criminal law in question.
- (c) For **Inland Revenue full enquiries**, the **date of occurrence** is when the Inland Revenue first notifies the **insured person** in writing of their intention to make enquiries.

## 10. **Underwriters**

DAS Legal Expenses Insurance Company Ltd.

### **Cover**

1. This policy covers the **insured person**. We agree to provide the insurance in this Policy, as long as:-
  - (a) the premium has been paid;
  - (b) the **date of occurrence** of the **insured incident** is during the **period of insurance**; and
  - (c) any legal proceedings will be dealt with by a court or other body which we agree to, in the **territorial limits**; and
  - (d) in **civil claims**, it is always more likely than not that the **insured person** will recover damages (or obtain any other legal remedy which we have agreed to) or make a successful defence; and
  - (e) the **insured incident** occurs within the **territorial limits**.
2. For all **insured incidents**, we will help in appealing or defending an appeal as long as the **insured person** tells us within the time limits allowed that they want us to appeal. Before we pay the legal costs for appeals, we must agree that it is always more likely than not that the appeal will be successful.
3. We will only pay the legal costs charged by a **representative** appointed by us.

The most we will pay for all claims resulting from one or more events arising at the same time, or from the same cause, is £100,000.

### **Insured Incidents**

#### **Section 1A – Contract disputes (buying goods and services)**

We will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement, or an alleged agreement, which the **insured person** has entered into for the buying or hiring in of any goods or services.

Provided that:

- (i) The **insured person** has entered into the agreement, or alleged agreement, during the **period of insurance**.
- (ii) The goods and services are for the **insured person's** private use.

### **Section 1B – Bodily injury**

We will negotiate for the **insured person's** legal rights in a claim against a party who causes the death of, or bodily injury to the **insured person**.

### **What is not covered under section 1B**

- (i) Any claims relating to any illness or bodily injury that happens gradually, or is not caused by a specific or sudden accident; or
- (ii) Any claim when the **insured person** is driving a motor vehicle; or
- (iii) Defending the **insured person's** legal rights, but defending a counter-claim is covered

### **Section 1C – Property protection**

We will:

- (a) Negotiate for the **insured person's** legal rights in a civil action; and/or
- (b) Arrange mediation

for a dispute relating to **your** principal home, which is owned by **you**, or for which **you** are responsible following:-

- (1) A legal nuisance (meaning any unlawful interference with the **insured person's** use or enjoyment of their home or some right over, or in connection with it); or
  - (2) A trespass.
- (1) A claim relating to:
    - (i) any building or land other than **your** principal home; or
    - (ii) someone legally taking the **insured person's** material property from them, whether the **insured person** is offered money or not, or restrictions or controls placed on the **insured person's** material property by any government, or public, or local authority unless the claim is for accidental damage; or
    - (iii) work done by any government, or public, or local authority unless the claim is for accidental or physical damage.
  - (2) A claim where the cause of action arises within the first 180 days from the start of this policy, unless **you** first purchased similar cover which expired immediately before this insurance began.
  - (3) Defending a claim relating to an event that caused, or could cause, physical damage to material property, but defending a counter-claim is covered.

### **Section 1D – Employment disputes**

We will negotiate for the **insured person's** legal rights in a dispute arising from their contract of employment for their work as an employee.

#### **What is not covered under section 1D**

- (i) any claim relating to disciplinary hearings or internal grievance procedures; or
- (ii) any claim relating solely to personal injury; or
- (iii) any claim for equal pay; or
- (iv) any claim where the cause of action arises within the first 60 days from the start of this policy unless **you** first purchased similar cover which expired immediately before this insurance began.

### **Section 2A – Motor legal defence**

We will defend the **insured person's** legal rights if an event leads to their prosecution for an offence connected with the use or driving of a motor vehicle.

#### **What is not covered under section 2A**

- (i) Any claim where the **insured person** does not hold, or was disqualified from holding, a licence to drive; or
- (ii) the **insured person** being prosecuted for driving whilst under the influence of drink or drugs.

### **Section 2B – Contract disputes (selling goods)**

We will negotiate for the **insured person's** legal rights in a contractual dispute arising from an agreement, or an alleged agreement, which the **insured person** has entered into for the selling of any private goods.

Provided that:-

- (i) The **insured person** has entered into the agreement, or alleged agreement, during the **period of insurance**; and
- (ii) The goods are intended to be for private and personal use.

### **Section 2C – Tax protection**

We will negotiate for the **insured person**, and represent them in any appeal proceedings, in the event of an **Inland Revenue full enquiry** into their personal tax affairs.

#### **What is not covered under section 2C**

- (i) The tax affairs of a company, or any claim of the **insured person** is self-employed, a sole-trader, or in a business partnership; or
- (ii) an investigation by the Special Compliance Office; or
- (iii) any claim where deliberate mis-statements have been made to the authorities; or
- (iv) any claim where income or gains have been under-declared because of false representations, or statements by an **insured person**.

### **What is not covered by this policy**

1. Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. Any incident or matter arising before the start of this policy.
3. Costs and expenses incurred before **our** written acceptance of a claim.
4. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority.
5. An **insured incident** intentionally brought about by the **insured person**.
6. A legal action the **insured person** takes, which **we** or the **representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **representative**.
7. Any claim relating to the **insured person's** alleged dishonesty, or alleged violent behaviour.
8. Any claim relating to written verbal remarks which damage the **insured person's** reputation.
9. A claim relating to planning law.
10. A claim relating to a lease or licence to occupy property or land.
11. A claim relating to patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectually or artistic property, secrecy or confidentiality agreements and passing off.
12. A claim relating to computer software, other than proprietary packaged software that has not been tailored to the **insured person's** requirements.
13. A claim relating to the construction of, or structural alteration to buildings.
14. A claim arising from, or related to, divorce, matrimonial matters, or proceedings including ancillary relief, parental responsibility and contact, or affiliation.
15. A claim arising from, or relating to, any venture for gain or business project of the **insured person**.
16. Any disagreement with **us**, or the **underwriters**, not otherwise dealt with under the condition 7.
17. Any claim directly or indirectly caused by, or resulting from any device failing to recognise, interpret, or process any date as its true calendar date.
18. Apart from **us** or the **underwriters**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or in connection with it. This means that The Contact (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.
19. An application for Judicial Review.
20. Any claim caused by, contributed to, or arising from:
  - (a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning any nuclear fuel;
  - (b) the radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly, or nuclear part of it;
  - (c) war, invasion, foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, military force or coup; or
  - (d) pressure waves caused by aircraft or any other airborne devices traveling at sonic or supersonic speeds.

## Conditions which apply to the whole policy

1. The **insured person** must:
    - (a) keep to the terms and conditions of this policy;
    - (b) try to prevent anything happening that may cause a claim;
    - (c) take reasonable steps to keep an amounts **we** have to pay as low as possible;
    - (d) send everything **we** ask for, in writing;
    - (e) give **us** full details in writing of any claim as soon as possible and give **us** any information **we** need.
  
  2. (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of the **insured person**.
  - (b) The **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
    - (i) **we** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of the **insured person** in those proceedings; or
    - (ii) there is a conflict of interest.

We may choose not to accept the **insured person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, the **insured person** may choose another suitably qualified person.
  - (c) in all the circumstances except those in 2(b) above, **we** are free to choose a **representative**.
  - (d) Any **representative** will be appointed by **us** to represent the **insured person**, according to **our** standard terms of appointment. The **representative** must cooperate fully with **us** at all times.
  - (e) **We** will have direct contact with the **representative**.
  - (f) The **insured person** must cooperate fully with **us** and the **representative** and must keep **us** up to date with the progress of the claim.
  - (g) The **insured person** must give the **representative** any instructions **we** require.
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3. (a) The **insured person** must tell **us** if anyone offers to settle a claim.
- (b) If the **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay any further **legal costs**.
- (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
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4. (a) The **insured person** must tell the **representative** to have **legal costs**, taxed, assessed or audited if **we** ask for this.
- (b) The **insured person** must take every step to recover **legal costs** that **we** have to pay, and must pay **us** any **legal costs** that are recovered.

5. If the **representative** refuses to continue acting for the **insured person**, or if the **insured person** dismisses the **representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
6. If the **insured person** settles a claim or withdraws it without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to reclaim any **legal costs we** have paid.
7. If **we** and the **insured person** disagree about the choice of **representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this, **we** will ask the president of the relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
8. **We** may, at **our** discretion, require the **insured person** to obtain, at **your** expense, an opinion from a lawyer or other suitably qualified person, chosen by the **insured person** and **us**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that the **insured person** will recover damages, (or obtain any other legal remedy that **we** have agreed to) or make a successful defence **we** will pay the costs of obtaining the opinion.
9. **We** can cancel this policy at any time as long as **we** tell you at least 14 days beforehand. **You** can cancel this policy at any time, as long as **you** tell **us** at least 14 days beforehand. No refund of premium will be made.
10. **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
11. This policy will be governed by English Law.

## **Customer Care**

We aim to deal with your legal cover claim quickly and efficiently. If you are unhappy about any aspect of our service, please contact the Claims Director, Amicus Legal Ltd., The Old Exchange, 64 West Stockwell Street, Colchester, Essex, CO1 1HE, or telephone 01206 366500.

If your complaint remains unresolved, you may approach the Insurance Division of the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Alternatively, you can contact the Association of British Insurers at 51 Gresham Street, London, EC2V 7HQ. Using these services does not affect your right to take legal action.

## **Data Protection**

To provide and administer the legal advice service and legal expenses insurance, we must process your personal data and where appropriate your sensitive personal data and in doing this we will comply with the Data Protection Act 1998. We may need to pass data to the underwriters of the policy, DAS Legal Expenses Insurance Company Ltd. Unless required by law, our regulator or a professional body we will not disclose your data to any other person or organization or use it for any other purpose. The data controller is Amicus Legal Ltd.

Telephone calls may be monitored and recorded in the interests of customer service and for training purposes.

Amicus Legal Ltd is not a solicitor's practice.