

Commercial legal expenses insurance

Policy Wording

Musculoskeletal Association of Chartered Physiotherapists



james hallam

Insurance Brokers

AbbeyLegal 
Legal Protection Insurance

Important Information

The notes that follow do not change the terms and conditions of the Insurance Policy but highlight some of its important terms and conditions and set out some of the added benefits provided with the Insurance Policy.

Added Benefits

1. Telephone Advice Services

The Insured has access to 24 hour legal advice line services by calling the "Abbey Legal Line" telephone number specified on the Schedule and quoting their Policy Number.

The telephone legal advice is provided by LHS Solicitors LLP (LHS) a division of Abbey Protection Group Limited and can advise on general UK law. LHS is regulated and authorised by the Solicitors Regulation Authority. LHS makes no additional charge for providing these telephone services.

The advice will primarily be provided by LHS Solicitors LLP and its teams of solicitors and barristers, who are ultimately managed by the Director of Legal Services (who is a lawyer).

If the Insured has a complaint about these telephone legal advice services they should contact the Customer Services Manager, LHS Solicitors LLP, Corinthian House, 17 Lansdowne Road, Croydon CR0 2BX. If the Insured is unhappy with the written response from the Customer Services Manager, the Insured may contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, or www.legalombudsman.org.uk, or 0300 555 0333. The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales: (a) within 1 year from the act/omission complained of; (b) within 1 year from when the Insured should reasonably have known there was cause for a complaint, without taking advice from a third party and; (c) within 6 months of the Insured receiving a written reply from Abbey Protection Group Limited concerning the complaint.

2. Call Recording

In the interest of monitoring the quality of advice given, and where appropriate to ensure compliance with Policy conditions, conversations may be recorded. The Insured agrees that in all circumstances Abbey Legal Protection has the Insured's express permission to listen to any of these recordings and expressly authorises the adviser to provide these recordings to the Claims Department and Underwriting Department of Abbey Legal Protection.

Important Insurance Terms and Conditions of the Policy

Making a Claim

If the Insured needs to notify a possible Claim, they should write immediately to the Claims Department (**Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ** or e-mail claims@abbeylegal.com or phone **0345 350 1099**).

The Insured should provide their Policy Number and brief details of the circumstances. A claim form will be sent to the Insured for completion and this must be returned without delay. Please note that in certain circumstances (as shown on the Schedule) Abbey Legal Protection will choose a suitable representative to act on the Insured's behalf.

Legal Protection Policy Wording

This is a "claims made" insurance and only covers Claims notified to the Coverholder during the Period of Insurance.

The Insurer agrees in consideration of the premium to indemnify the Insured to the extent and in the manner provided within this Policy.

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

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

Definitions

Any One Claim

All Claims connected by the same original cause, event or circumstance.

Appointed Representative

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

Claim

A claim under this Policy for Legal Expenses.

Coverholder

Abbey Legal Protection a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of the Insurer.

Excess

The amount specified in the Schedule the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment.

Increased Excess

The amount specified in the Schedule the Insured must pay in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if the Insured instructs an alternative Appointed Representative to the one chosen by the Coverholder.

Insured

As specified in the Schedule

Insurer

Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with the Coverholder. Unique market reference B6027APG2016001 (or renewal or replacement thereof).

Legal Expenses

- i. The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to the Insured by the Appointed Representative; and
- ii. In civil proceedings the legal costs incurred by the party the Insured is in dispute with that a Court or Tribunal orders the Insured to pay or that the Insured agrees to pay under the terms of settlement.

Limits of Insurer's Liability

The maximum liability of the Insurer under this Policy is limited to the amounts specified in the Schedule for 1 and 2 below:

1. Any One Claim;
2. All Claims notified during the Period of Insurance.

Period of Insurance

The period of time during which insurance is provided by this Policy as specified in the Schedule.

Policyholder

As specified in the Schedule.

Retroactive Date

The date as stated in the Policy Schedule. Any incidents occurring before this date will be excluded under this Policy.

Territorial Limits

The countries or regions as stated in the Policy Schedule.

Sections of Cover

The Insurer will only indemnify the Insured for Claims where the dispute or legal proceedings are or would be within the Territorial Limits and the Claim is notified during the Period of Insurance.

Section A - Criminal Interview Under Caution

The Insurer agrees to indemnify the Insured against Legal Expenses incurred by the Insured for representation at an interview under caution.

Section B - Criminal Prosecution Defence

The Insurer agrees to indemnify the Insured against Legal Expenses incurred in:

- a) defending a prosecution against the Insured in a Court of criminal jurisdiction;
- b) an appeal by the Insured against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990.

Exclusions to Section A and B

The Insurer shall not be liable to indemnify the Insured in respect of Claims arising out of or in connection with:

- a) any allegation relating to or arising from investigations by HMRC;
- b) any allegation of offences against the person, including offences of a sexual nature unless the Insured maintains a not guilty plea throughout the course of their defence;
- c) any allegation of domestic violence;
- d) any allegation of criminal damage;
- e) any allegation of dishonesty unless the Insured maintains a not guilty plea throughout the course of their defence;
- f) any allegation of non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
- g) any allegation of driving whilst under the influence of alcohol and/or drugs, or speeding;
- h) any allegation of failure to insure a motor vehicle as required by law;
- i) where the Insured is arrested and does not attend the interview under caution as a volunteer
- j) where the Claim relates to an incident that occurred prior to the Retroactive Date.

General Exclusions

The Insurer shall not be liable to indemnify the Insured in respect of:

1. the defence of the Insured in civil legal proceedings arising from:
 - a) injury or disease including psychiatric injury and stress;
 - b) loss, destruction or damage of or to property;
 - c) alleged breach of any professional duty;
 - d) any tortious liability;
2. any dispute, legal proceedings made, brought or commenced outside the Territorial Limits;
3. Legal Expenses incurred without the prior written consent of the Coverholder or in excess of the Coverholder's consent;
4. any Claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Insured knew or ought reasonably to have known may give rise to a dispute, legal proceedings or Claim for Jury Service Allowance by or against the Insured;
5. fines or other penalties imposed by a Court or Tribunal;
6. any Claim arising from: the Insured's intentional wrongdoing; or an act or omission with negligent disregard as to its consequences;
7. any dispute or legal proceedings with Government or Local Authority departments concerning the imposition of statutory charges;
8. disputes or legal proceedings between Insureds as specified in the Schedule or any endorsement thereto, or with any parent company or subsidiary company or associated company or partner;
9. any dispute between the Insured and the Coverholder, the Insurer, the Appointed Representative or their insurance broker;
10. any dispute or legal proceedings arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not;
11. any dispute or legal proceedings arising out of the ownership or existence of any intellectual property rights;
12. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
13. any Legal Expenses incurred in respect of or in connection with a judicial review;
14. appeals arising out of legal proceedings to which no Coverholder's consent has been granted;
15. any claim, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
16. any Legal Expenses which the Insured should or would have had to incur irrespective of any dispute;
17. any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
18. any loss, damage, cost or expense whatsoever directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
or
 - b) any act of terrorism.

For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, any person or group(s) of persons, 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 and/or to put any section of the public in fear.

General Conditions

1. Arbitration

Any dispute between the Policyholder and the Insurer shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Cancellation

This Policy may be cancelled at any time on the Policyholder's written instructions and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the Period of Insurance has expired the Insurer shall receive or retain the full premium. Provided always that no return of premium shall be allowed if the Insured has notified a Claim.

This Policy may also be cancelled by the Insurer giving thirty days notice in writing to the Policyholder or their insurance broker at either the Policyholder's or their insurance broker's last known address and the premium shall be adjusted on the basis of the Insurer receiving or retaining pro rata time on risk premium.

If the Policyholder is placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any such purpose, this Policy will lapse and the Policyholder will be entitled to a pro rata return of premium less 20% of the unexpired premium. Provided always that no return of premium shall be allowed if the Insured has notified a Claim.

4. Alteration of Risk

The Insured/Policyholder must notify the Coverholder immediately in writing of any alteration in risk that affects this insurance.

5. Due Observance

The Insured must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy.

6. Proper Law

The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

7. Data Protection Act 1998

It is agreed by the Insured that any information provided to the Insurer regarding the Insured will be processed by the Insurer or the Coverholder in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance; facilitating renewal of insurance and handling Claims, if any, which may necessitate providing such information to third parties including the Insured's insurance broker.

8. Dual Insurance

If any Claims covered under this Policy are also covered by another policy, or would have been covered if this Policy did not exist, legal costs must be allocated proportionately and the Insurer will only pay the Insurer's share of the Claim even if the other insurer refuses the claim.

Claims Conditions

1. Notification of Claims

It is condition to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately the Insured is aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute, legal proceedings involving the Insured. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

The Coverholder will forward to the Insured an insurance claim form that must be completed and returned immediately.

2. Coverholder's Consent

It is condition to the liability of the Insurer that their consent to incur Legal Expenses are firstly be obtained in writing. This consent will be given by the Coverholder on behalf of the Insurer if the Insured can satisfy the Coverholder that:

- a) it is reasonable to incur Legal Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses to be incurred and;
- b)
 - i. where the Insured is defending the other party does not have reasonable prospects of proving the Insured's legal liability;
or
 - ii. in respect of a criminal prosecution and where the Insured pleads guilty there is a reasonable prospect of a significant mitigation of the Insured's sentence or fine.

If during the course of a Claim the Insured ceases to satisfy the Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

- a fully completed insurance claim form;
- the information and documentation the Coverholder reasonably requests;
- a legal opinion from the Appointed Representative as to a) and b) above;
- any advice the Coverholder may deem it necessary to take.

With the agreement of the Insured, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Insurer's Liability.

The Coverholder at its discretion may require the Insured to obtain an opinion from Counsel at the Insured's expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses in obtaining that opinion will be paid by the Insurer within the Limits of Insurer's Liability.

In granting its consent the Insurer undertakes to provide indemnity to the Insured subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses will be paid. In particular Legal Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by the Insurer to fall outside the indemnity provided by this Policy.

The Coverholder reserves the right to limit its consent by time and/or financial amount of Legal Expenses and/or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown the Claim has not been brought within the terms and conditions of this Policy and its Schedule the Coverholder's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses previously paid.

If the Insured elects to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects as required in b) i. and ii. above and if the Insured is successful in such pursuit or defence, the Insurer will pay Legal Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

3. Instruction and choice of Appointed Representative and Counsel

The Coverholder will choose an Appointed Representative to act on behalf of the Insured in any Claim under certain Sections of Cover as specified in the Schedule.

In all other Sections of Cover where recourse is necessary to a lawyer and there are inquiries or legal proceedings, the Insured is free to choose an Appointed Representative to act in the name of and on behalf of the Insured in any enquiry or legal proceedings to which the Coverholder has consented subject to the Increased Excess.

The name and address of the Appointed Representative the Insured proposes to instruct must be notified to the Coverholder in writing. The Coverholder will accept such nomination provided the Coverholder is satisfied the proposed Appointed Representative will co-operate and enable the Insured to comply with the terms and conditions of this policy and provided the proposed Appointed Representative's charging rates are fair and reasonable in regard to the particular legal proceedings.

In all other Claim situations the Coverholder will choose the Appointed Representative subject to the Excess, unless there is a conflict of interest between the Insured and the Coverholder when the Insured is free to choose an Appointed Representative to act in the name and on behalf of the Insured in any Claim to which the Coverholder has consented.

A dispute arising from the Insured's choice may be referred to Arbitration in accordance with General Condition 1.

The Insured must not, without the written consent of the Coverholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses.

In selecting the Appointed Representative the Insured shall have regard to its duty to minimise the cost of any Claim.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Insured. If in the course of any Claim the Appointed Representative wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the Coverholder for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition to the Insurer's liability that:

- a) the Insured must give the Appointed Representative and the Coverholder all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured's possession. The Insured must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- b) the Insured must instruct the Appointed Representative to provide the Coverholder any information, documents or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition the Insured must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any Claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder's consent.

Indemnity may be withdrawn if the Insured fails to co-operate at all or within a reasonable time with the Coverholder's or the Appointed Representative's requests or if the Insured or Appointed Representative fails to provide the Coverholder with any information in connection with any Claim or the subject matter of any Claim.

5. Payment of Legal Expenses

All bills for Legal Expenses which the Insured receives from the Appointed Representative should be forwarded to the Coverholder without delay. If the Coverholder so requires the Insured must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, Court or Tribunal. The Insured is responsible for payment of all Legal Expenses. The Insurer may settle these direct if requested by the Insured to do so.

The payment of some Legal Expenses does not imply that all Legal Expenses will be paid.

6. Offer of Settlement

It is a condition precedent to the liability of the Insurer that the Insured must inform the Coverholder in writing as soon as an offer to settle the subject matter of the Claim is received and/or the Insured proposes to make an offer of settlement. In any settlement, the Insured must have regard to Legal Expenses incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if the Insured enters into any agreement to settle without the prior written consent of the Coverholder (such consent not to be unreasonably withheld) and the Insurer shall be entitled to recover any Legal Expenses previously paid. If the Insured unreasonably rejects an offer of settlement which the Coverholder recommends acceptance of or makes an offer which the Coverholder does not agree with no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay the Insured the amount of damages that the Insured is claiming or is being claimed against the Insured instead of indemnifying the Insured for Legal Expenses. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses.

7. Recovery of Costs

Whenever the Insured is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer.

The Insured and their Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the Insured agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

8. Appeal Procedure

If, following legal proceedings to which the Coverholder has consented, the Insured wishes to appeal against the judgment or decision of a Court or Tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so that the Coverholder may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a Court or Tribunal made in favour of the Insured following legal proceedings to which the Coverholder has consented, the Insured must notify the Coverholder immediately in order that cover may continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder so requires it the Insured must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

9. Duty to Minimise

The Insured must take all reasonable precautions to avoid and prevent Claims, legal proceedings and disputes.

The Insured must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

10. Fraudulent Claims

If the Insured makes any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall be cancelled immediately and any premiums paid shall be forfeited and the Insurer shall be entitled to recover any Legal Expenses previously paid for the fraudulent Claim.

11. Insolvency or Liquidation of the Insured

If the Insured becomes insolvent or is placed in liquidation, receivership, administration or bankruptcy or enters into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any such purpose the Insurer has the right to immediately cease to provide indemnity for Legal Expenses notwithstanding any previous consent the Coverholder may have granted.

12. Value Added Tax

If the Insured is registered for VAT, the Insurer will not indemnify the VAT element of any Legal Expenses.

Communications

Complaints

The Coverholder and Insurer are dedicated to providing a high quality service and want to ensure they maintain this at all times. If the Insured is not satisfied with any part of the service they have received then they should contact the Coverholder who will do their best to resolve the problem. In the first instance please contact:

The Customer Services Manager
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0370 600 1480
Email: complaints@abbeylegal.com

The Coverholder is authorised and regulated by the Financial Conduct Authority. Firm Number: 308829

In the event the Insured wishes to pursue matters further they may be able to refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

This procedure will not prejudice the Insured's right to take legal proceedings.

Compensation Arrangements

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the Claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

Claims

Initial notification of a Claim must be made in writing to the Coverholder at one of the following:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Email: claims@abbeylegal.com

All notices and communications from the Insurer or their representatives to the Insured shall be deemed to have been duly sent if sent to the Insured's address as last declared to the Coverholder or, in relation to any matters arising out of any Claim, if sent to the Appointed Representative.

All notices and communications from the Insured or the Appointed Representative to the Insurer shall be deemed to have been duly sent if sent to the Coverholder at the above address.

AbbeyLegal

Legal Protection Insurance

Abbey Legal Protection

20 Fenchurch Street, London EC3M 3AZ Tel: 0345 350 1099

sales@abbeylegal.com

www.abbeylegal.com

Abbey Legal Protection is a trading division of Abbey Protection Group Limited which is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities only. Registered in England and Wales No. 4959808. VAT No. 245 7363 49 Registered office: 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Abbey Protection Group Limited.

V: CLEI 09/2016

