

TRADE DIRECT SELF-BUILD PROFESSIONAL FEES POLICY



IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

- All potential claims must initially be reported to Our appropriate Claims Notification and Advice Helpline Services detailed below:-

Legal Claims Notification & Advice Helpline Service – 0344 800 0128

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

- This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- If You can convince Us that there are Prospects of Success in Your claim and that it is reasonable for Professional Fees to be paid We will:-
 - take over the claim on Your behalf;
 - appoint a specialist of Our choice to act on Your behalf.
- We may limit the Professional Fees that We pay under the policy where:-
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained; or
 2. there is insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.

Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- If Legal Proceedings have been agreed by Us, You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request).
- At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any Professional Fees incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Notification and Advice Helpline Service.

The Legal Claims Notification & Advice Helpline Service telephone number is 0344 800 0128.	Operates 24 hours a day 365 days a year.
Please note that the Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.	
If You wish to make a claim or You have a query relating to policy cover You should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

POLICY DEFINITIONS

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

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

Claim Limits

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

Court

A Court, tribunal or other competent authority.

Event

The initial Event, act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed on the Schedule or Insured Event.

Insured Person

The Policyholder and his or her spouse.

Insurer

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

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

Professional Fees

Legal and accountancy fees and costs including disbursements reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event. Professional Fees will include VAT where it cannot be recovered.

Prospects of Success

At least a 51% chance of the Insured Person(s) achieving a favourable outcome

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Self-Build Home

The dwelling to be constructed for the Insured Person within the Territorial Limits to be used by the Insured Person or a close family member for domestic purposes including outbuildings and mains services.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

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 - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

We, Us, Our

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

COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy Excess if applicable, We will pay Your claim in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Claim Limits subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

INSURED EVENTS

Section 1 - Consumer Disputes

What is Covered?	What is Excluded?
<p>Pursuing claims arising out of a contract which must be evidenced and recorded in writing entered into by or on behalf of You arising directly from the construction of the Self-Build Home in order to seek compensation and or implementation of the contract from the following:</p> <ul style="list-style-type: none"> a) the vendor of the plot of land; b) the solicitor or licensed conveyancer acting on the Insured Person's behalf; c) the architect and or architectural technical draughtsman acting on the Insured Person's behalf; d) the provider of the kit or Self-Build Home build materials; e) any other supplier of materials, fittings, decorations or built in appliances; f) any structural or mechanical engineer acting on the Insured Person's behalf; g) the groundwork contractor (including test bores); h) the demolition contractor; i) the surveyor and or quantity surveyor acting in their supervisory role in the course of building work; j) the local authority (other than in connection with planning disputes); k) the utility charged with the connection of water, sewage, electricity, gas or telephone services; l) the main contractor of each individual trade who is carrying out the construction of the Self-Build Home on the Insured Person's behalf including any claim against an NHBC guarantee provided by the individual trade or main contractor. <p>Subject to the cause of action arising and being subject to a Court of jurisdiction within the Territorial Limits.</p>	<p>Excluding:-</p> <ul style="list-style-type: none"> i) any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £500; ii) an Insured Event reported to the Insurer outside the Period of Insurance; iii) Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid; iv) claims arising in connection with planning permission (other than in connection with the architect's negligence); v) any claim if the Self-Build Home project is abandoned for any reason other than as a result of a claim; vi) any claim for compensation arising from the completed Self-Build Home being valued at the sum originally quoted by a surveyor prior to the commencement of the build project; vii) actions pursued in order to obtain satisfaction of a judgement or legally binding decision; viii) the Insured Person's travelling expenses, subsistence allowances or compensation for absence from work; ix) claims involving tradesmen or suppliers sub-contracted to the main contractor acting on the Insured Person's behalf; x) any claim where the cause of action arises from incidents which have occurred or services or materials and the like which have been provided prior to the first inception date of this insurance; xi) any claim arising from project management errors, omissions or disputes.

Section 2 – Eviction

What is Covered?	What is Excluded?
<p>The eviction of anyone in the Self-Build Home without Your permission.</p>	

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. Professional Fees incurred:-
 - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance;
 - b) where the Insured Person should reasonably have realised when purchasing this insurance that a claim under this insurance might occur;
 - 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 reasonable opinion prejudices Your case;
 - g) if You withdraw instructions from the Authorised Professional, 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 respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice;
2. the pursuit continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional;
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable chance of success;
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator;
7. claims arising from an Event arising from Your deliberate act, omission or misrepresentation;
8. any dispute relating to written or verbal remarks which damage Your reputation;
9. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements;
10. Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational Courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights;
11. a dispute which relates to any compensation or amount payable under a contract of insurance;
12. a dispute with Us not dealt with under the Arbitration condition;
13. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
14. an application for judicial review;
15. any Professional Fees incurred in defending or pursuing new areas of law or test cases;
16. any claim directly or indirectly arising from an allegation of miss-selling or mismanagement of financial services or products;
17. any matter in respect of which an Insured Person is entitled to Legal Aid where Our liability shall be limited to the sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme where this applies;
18. any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions;
19. disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor;
20. a claim falling within the Small Claims Track limits where We shall provide legal advice and assistance and exercise Our discretion as to payment of any further costs;
21. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies;
22. Legal Proceedings between an Insured Person and a central or local government authority:
 - a) unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
 - b) concerning the imposition of statutory charges.
23. any direct or indirect liability, loss or damage caused:
 - a) 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
 - b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.
24. any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
25. any loss or damage caused by any sort of war, invasion or revolution;
26. any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound;
27. 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.

POLICY CONDITIONS

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are sufficient Prospects of Success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or Legal Proceedings. If We subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your Prospects of Success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If We consider it is unlikely a reasonable settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where 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 option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional 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. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any Court, witness, expert or agent or other person without Our agreement.

Recovery of Costs

You should take all reasonable 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

We have the right to refuse to pay a claim or to void this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

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

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. Alternatively, You can write to us at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within fourteen (14) days of issue and We will refund Your premium provided You have not submitted a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending fourteen (14) days' notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

Acts of Parliament

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

Arbitration

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

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.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Notification and Advice Helpline Service

The Legal Notification and Advice Helpline Service provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Service Number: 0344 800 0128

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's 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 complaint arising 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



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 may also apply if You are insured in a business capacity. 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

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.