

Freelancer Legal Protection Policy Wording

**Arranged by:
Qdos Broker & Underwriting Services Limited**

**Underwritten by:
UK General Insurance Limited on behalf of Ageas Insurance Limited**

Important Information

These notes are intended as guide lines. The full terms and conditions can be found within the policy wording. Should you have any queries please do not hesitate to contact Qdos Broker & Underwriting Services Limited on 01455 850000.

Legal Advice

You can obtain telephone legal advice by telephoning the Qdos Legal Advice Line. The telephone number can be found on your Schedule of Insurance, you will need to quote your policy number.

Advice can be sought on a wide range of areas of law, including employment, health & safety and contract. The advice is provided by qualified consultants and is confidential and impartial. Conversations may be recorded in the interests of quality of advice and training.

The Qdos Legal Advice Line is not empowered to give advice on the admissibility of any claim under this policy. If you wish to make a claim or have a query about the policy cover you must contact our Claims Department.

Claims

Claims should be made by contacting the Qdos Legal Advice Line, or by writing to Qdos Broker & Underwriting Services Limited at the following address:

Claims Department
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Telephone: 01455 850000 **Fax:** 01455 841000

You should provide your Policy Number and a description of the claims' circumstances. A Claim Form will then be provided which you should complete and return without delay. Please note that in certain circumstances Qdos Broker & Underwriting Services Limited will choose suitable legal representation to act upon your behalf.

Special Conditions: Employment Disputes

We will only agree to cover your claim if you have sought and followed advice from the Qdos Legal Advice Line and obtained their authorisation:

1. Prior to carrying out any disciplinary procedure or action or suspension of an employee;
2. Prior to dismissal of an employee;
3. Prior to instituting a redundancy programme and prior to making an employee redundant;
4. Immediately an employee walks out with or without written notice;
5. Upon notification formally or informally of a grievance from an employee or ex-employee;
6. Upon receipt of an appeal from an employee or ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
7. Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an employee's remuneration);
8. Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

The Qdos Legal Advice Line is a telephone advisory service.

Cooling Off Period

If you are acting for purposes outside of your trade, business or profession then you have the right to change your mind and cancel this insurance with effect from inception. You may change your mind within 14 days of insuring or within 14 days of receiving full policy documents whichever is the latter by writing to Qdos Broker & Underwriting Services Limited requesting cancellation and returning the policy documentation to Qdos Broker & Underwriting Services Limited, Qdos Court, Rossendale Road, Earl Shilton, Leicestershire, LE9 7LY. No charge will be made and any premium you have paid will be refunded.

Freelancer Legal Protection Policy Wording

This is a "claims made" insurance Policy. This insurance only covers claims notified to the coverholder within the period of insurance.

The insured has submitted a written proposal, declaration or renewal declaration to the insurer it is agreed this shall form the basis for the issue of this Policy.

The insurer agrees in consideration of the premium to indemnify the insured to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of the business activities of the insured.

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

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in the Policy.

Acts of parliament

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.

Any one claim

All claims consequent upon the same original cause, event or circumstance.

Appointed representatives

A solicitor, accountant or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by the insurer who is appointed to represent the insured in accordance with the terms of this Policy.

Awards of compensation

Basic and Compensatory Awards and compensation for unlawful discrimination made against the insured by an Employment Tribunal or settlement thereof subject to the consent of the coverholder but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay, or Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The insurer will not pay any fine, awards or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The insurer will not pay any redundancy payment or monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.

Claim

A claim under the Policy for legal expenses, professional expenses, awards of compensation, jury service allowance or Witness Attendance Allowance.

Contracting party

A person, firm or company domiciled within the territorial limits with whom the insured has a direct contractual relationship.

Coverholder

Qdos Broker & Underwriting Services Limited, who administers and manages this insurance on behalf of the insurer.

Debt collection service

The debt collection service nominated by the coverholder.

Due date

The date monies owed to the insured first become due for payment.

Employee

Any person under contract of service with the insured.

Excess

The amount specified in the Schedule the insured must pay in respect of legal expenses and/or professional expenses and/or awards of compensation 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.

Increased excess

The amount specified in the Schedule the insured must pay in respect of legal expenses and/or professional expenses and/or awards of compensation 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.

Injury

Physical bodily injury or death.

Insured

The Company, firm, partnership, or trading individual specified in the Schedule and, at the insured's request, any employee including a director or partner of the insured.

Insured event

An event, act or omission giving rise to a claim against the Policy.

Insurer

UK General Insurance Limited on behalf of Ageas Insurance Limited. UK General Insurance Limited is an agent of Ageas Insurance Limited and in the matters of a claim act on their behalf.

Jury service allowance

The amount of money per day the insured is liable to pay the employee each day they attend on jury service less any recovery from the Court.

Legal expenses

- Fees** Any professional fees, expenses and other disbursements reasonably incurred by the appointed representative with the consent of the coverholder; and
Any costs incurred by other parties insofar as the insured is held liable to pay such costs under a settlement made with another party with the consent of the coverholder but excluding any costs which the insured may be ordered to pay by a court of criminal jurisdiction.
- Witness Attendance Allowance** The amount of money per day the insured is liable to pay the employee each day they are required by the appointed representative to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in any one claim.

Legal proceedings

The pursuit or defence of legal proceedings in a court of suitable jurisdiction made by or brought against the insured, including appealing or defending an appeal against a judgment made in proceedings funded by this insurance, within the jurisdiction of a court or other body within the territorial limits.

Limit of indemnity

The maximum amount payable by the insurer in respect of any one claim and in aggregate for all claims made during any period of insurance in respect of any one insured, as specified in the Policy Schedule.

Period of insurance

As specified in the Schedule.

Professional expenses

Any fees, expenses and other disbursements reasonably incurred by the appointed representative with the consent of the coverholder but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings owned or occupied by the insured or otherwise for which the insured is legally responsible.

Territorial limits

England, Wales and Scotland.

Sections of cover

The sections of cover applicable are specified in the Policy Schedule.

The insurer will indemnify the insured against legal expenses incurred by the appointed representative when undertaking work on the insured's behalf in respect of an insured event covered by this Policy. Provided that the time of occurrence is within the period of insurance and provided that the claim is notified to the insurer during the period of insurance and the claim falls within the territorial limits.

Section 1: Employment Disputes

The insurer agrees to indemnify the insured against legal expenses and awards of compensation incurred by the insured in defending legal proceedings brought against the insured by an employee, ex-employee or prospective employee in respect of their contract of employment with the insured or a breach of employment related legislation.

It is a condition precedent to the insurer's liability that the insured has sought and followed all the advice from the Qdos Legal Advice Line as to the process and procedure to be adopted and has received specific authorisation from the Qdos Legal Advice Line:

1. Prior to carrying out any disciplinary procedure or action or suspension of an employee;
2. Prior to dismissal of an employee;
3. prior to instituting a redundancy programme and prior to making an employee redundant;
4. Immediately an employee walks out with or without written notice;
5. Upon notification formally or informally of a grievance from an employee or ex-employee;
6. Upon receipt of an appeal from an employee or ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.
7. Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an employee's remuneration);
8. Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

Exclusions to Section 1

The Insurer will not pay:

1. Any benefit due under a Contract of Employment.
2. Any payment due in respect of redundancy.
3. Any compensatory award made against the insured relating to or arising from Trade Union activities including membership or non membership.
4. Any award made because of the insured's failure to provide written reason for dismissal.
5. Any compensatory award specified in a re-instatement or re-engagement order.
6. Any awards to the extent that they relate to contractual rights accruing to the employee, ex-employee or prospective employee prior to the actual or alleged breach of the actual or alleged Contract of Employment.

7. Any award made as a result of the failure of the insured to issue the employee with a written statement of the terms of employment or to issue the employee with compliant written details of the employer's disciplinary and grievance procedures.
8. Any defence of an action for damages in respect of personal injury including stress related matters or loss of or damage to property.
9. Any claim where the insured did not seek advice from the Qdos Legal Advice Line.

Section 2: Health & Safety Prosecutions

The defence of a criminal prosecution arising from:

1. Health and safety at work and occupational hygiene including but not limited to the Health and Safety at Work etc Act 1974.
2. Food safety hygiene and food legality including but not limited to the Food Safety Act 1990.
3. Occupational hygiene including but not limited to the COSHH and CHIP regulations.
4. Supply of safe goods including but not limited to the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health and Safety at Work etc Act 1974.
5. The Carriage of Dangerous Goods Regulations provided that the insured is contracted to the appointed representative to provide a Dangerous Goods Safety Advisor as requested by the transport of Dangerous Goods (Safety Advisors) Regulations 1999.
6. An appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 and their supporting Regulations.

Exclusions to Section 2

The Insurer will not pay legal expenses arising from or relating to the defence of a criminal prosecution:

1. Deliberately or intentionally solicited by the insured, or where an alleged offence involves dishonesty or intentional threatened or actual violence by the insured unless he is subsequently acquitted of such offence.
2. Where the insured has pleaded guilty and/or admitted liability.
3. Which does not arise out of the normal business activities of the insured.
4. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
5. Relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft,
6. including offences:
 - a. Brought under Road Traffic and Transport Acts (not including the Regulations relating to dangerous goods).
 - b. Brought as a result of unsafe motive power rolling stock or incidents on railway property.
 - c. Relating to any substance in Class 7 (radioactive substances).
 - d. Relating to workplaces on or in a ship within the meaning of S.313 (1) of the Merchant Shipping Act 1995.

Section 3: Criminal Prosecution Defence

The insurer agrees to indemnify the insured against legal expenses incurred in:

1. Defending a prosecution against the insured in a court of criminal jurisdiction;
2. An appeal by the insured against the service of an Improvement or Prohibition Notice under the Health & Safety at Work etc Act 1974 or the Food Safety Act 1990.

Exclusions to Section 3

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with:

1. Any prosecution for criminal damage;
2. Any prosecution for offences against the person, including offences of a sexual nature;
3. Any prosecution relating to or arising from investigations by HMRC;
4. Any prosecution alleging dishonesty;
5. Failure to insure a motor vehicle as required by law;
6. An allegation of speeding or driving whilst under the influence of alcohol and or drugs;
7. Any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
8. Any alleged deliberate or intentional act unless the charges are dismissed or the insured is acquitted;
9. Any legal proceedings where the insured has pleaded guilty and/or admitted liability;
10. Any proceedings, which do not relate to the business activities of the insured.

Section 4: Jury Service Allowance

The insurer agrees to indemnify the income, salary or wages of the insured or any director of, partners in or employee of the insured, in respect of that individual's obligations to attend court for jury service insofar as it is not recoverable from the relevant Court up to a maximum of £500 per day and limited to a maximum of £5,000 for any one claim.

Exclusions to Section 4

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with:

Any claim arising from a jury service request served prior to the commencement of this insurance or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request except in the case of a renewal or continuation of existing insurance arrangements.

Section 5: Property Disputes

The insurer agrees to indemnify the insured against legal expenses incurred in any dispute or legal proceedings made by or brought against the insured:

1. Over the physical possession of the property provided that all statutory and contractual notices have been correctly served by the insured;
2. Over the terms of a tenancy agreement between the insured and a contracting party relating to the use or maintenance of the property including dilapidations;
3. Other than with a tenant over the actual or alleged negligence, damage or nuisance to the property.

provided that the insured will suffer financial loss if the insured fails to pursue or defend the dispute or legal proceedings.

Exclusions to Section 5

The insurer will not be liable to indemnify the insured in respect of claims

arising out of or in connection with:

1. Any dispute relating to the payment of rent, service charges or any other payments due under the terms of the lease, licence or tenancy agreement between the insured and his landlord;
2. The renewal of the lease, licence or tenancy agreement between the insured and his landlord or any dispute arising during a rent review period;
3. Any dispute relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
4. Any dispute where the insured has failed to maintain in full force and effect during a tenancy agreement buildings insurance covering the standard range of perils if the insured was contractually obligated to have such insurance in force;
5. A contract dispute other than that of a tenancy agreement with a contracting party;
6. A dispute over subsidence or heave howsoever caused.

Section 6: Data Protection

The insurer agrees to indemnify the insured against any legal expenses incurred in defending any civil proceedings brought against the insured for compensation under Section 13 of the Data Protection Act 1998 provided that the insured is already registered with the Data Protection Commissioner.

Exclusions to Section 6

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with any legal action concerning the grant and/or execution of a warrant of entry.

Section 7: Personal Injury

The insurer agrees to indemnify the insured against any legal expenses incurred in pursuit of legal proceedings to recover damages for death of, or bodily injury to that of the insured or any director of, partner in or employee of the insured.

Exclusions to Section 7

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with any claim alleging clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident.

Section 8: Debt Recovery

The insurer agrees to indemnify the insured against any legal expenses incurred in the pursuit of legal proceedings arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services, provided that:

1. The amount in dispute exceeds £500;
2. The insurer is notified of the claim within three months of the debt becoming due and payable;
3. The insured has exhausted all reasonable credit control and accounting procedures;
4. The insured agrees to appoint our nominated debt recovery service as the appointed representative;
5. The insurer has the right to select the method of enforcement;
6. The insurer is satisfied that the defendant has sufficient assets to satisfy any judgment debt;
7. The number of claims that can be notified during the period of insurance is limited to five.

Exclusions to Section 8

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with:

1. The recovery of a disputed debt;
2. A lease or tenancy of land or buildings;
3. The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

Section 9: Contract Cover

The insurer agrees to indemnify the insured against legal expenses incurred in the pursuit or defence of any legal proceedings made by or brought against the Insured in a contractual dispute with a contracting party over a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service, provided that:

1. Legal expenses incurred in the pursuit of any proceedings be limited to 75% of the amount in dispute;
2. The amount in dispute exceeds £500;
3. Where the dispute relates to monies owed to the insured and such liability is not contested the insured refers the debt to the debt collection service within 30 days of the due date and agrees use of the service shall be paid for by the insured and not indemnified by the insurer. Should the debt collection service exhaust its normal recovery process and recommends that legal proceeding should take place, the insured will immediately notify a claim under this Section of Cover.

Exclusions to Section 9

The insurer will not be liable to indemnify the insured in respect of claims arising out of or in connection with:

1. An undisputed debt owed to the insured;
2. Any dispute arising during the first 90 days of the first period of insurance;
3. Any licence or franchise agreement;
4. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
5. The letting or tenancy of a property;
6. The construction, extension, alteration, demolition, repair, renovation or refurbishment of any property;
7. The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

Section 10: Restrictive Covenants

The insurer agrees to indemnify the insured against legal expenses incurred in the pursuit of legal proceedings against an employee or former employee who is in breach of restrictions contained within a written contract of employment signed by the employee.

Section 11: Wrongful Arrest Defence

The insurer agrees to indemnify the insured against legal expenses incurred in defending civil proceedings against the insured with regard to allegations of wrongful arrests or malicious prosecution.

Exclusions to Section 11

The insurer shall not be liable to indemnify the insured in respect of 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 insured whether or not an employee.

General exclusions

The insurer shall not be liable to indemnify the insured in respect of:

1. Any dispute arising during the first 90 days of the first period of insurance.
2. An insured event reported more than 90 days after its time of occurrence.
3. An insured event reported outside the period of insurance.
4. Any dispute or legal proceedings made, brought or commenced outside the territorial limits.
5. 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 or legal proceedings by or against the insured.
6. Fees costs and disbursements incurred prior to the written acceptance of a claim.
7. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
8. Legal expenses arising from any expense, consequential loss, legal contamination liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from:
9. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
10. The radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
11. Legal expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date.
12. Disputes relating to written or verbal remarks, which damage the insured's reputation.
13. Causes of action intentionally brought about by the insured.
14. Any claim which, in the insurer's opinion, or the appointed representative's opinion, is believed not to have reasonable prospects of achieving the result for which legal proceedings are contemplated.
15. Legal expenses incurred before the insurer agrees to pay them or where the insured pursues or defends a case without the agreement of the insurer or in a different manner to or against the advice of the appointed representative or fails to give proper instructions in due time to the insurer, appointed representative or to Counsel or other persons instructed by the appointed representative or where the appointed representative refuses to act on behalf of the insured for any reason other than a conflict of interest or in respect of witnesses, experts or agents interviewed, engaged or called on as witness without the prior written approval of the insurer.
16. Any claim where the insured, in the reasonable opinion of the insurer, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the appointed representative or withdrawing from the case.
17. Legal expenses which can be recovered by the insured under any other insurance or which would have been covered if this policy did not exist except for any amount in excess of that which would have been payable under such other insurance.
18. Fines, damages or other penalties, which the insured is ordered to pay by a Court or other authority.
19. Legal expenses relating to any judicial review.
20. Any claim for legal expenses when the insured is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a Deed of Arrangement or part or all of the insured's affairs or property are in the care or control of a receiver or an administrator.
21. Any dispute with the insurer or Qdos.
22. Please note that the rights conferred by the Third Parties (Rights

Against Insurers Act) 1930 are specifically excluded from applying to this policy.

23. The defence of the insured in civil legal proceedings arising from:
 - a. Injury or disease including psychiatric injury or stress;
 - b. Loss, destruction, or damage of or to property;
 - c. Alleged breach of professional duty;
 - d. Any tortious liability (other than specified in Section 5 Property Disputes.)
24. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
25. Any loss, damage, cost or expenses of whatsoever nature 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, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any government(s), religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear or danger.

General conditions

A. Arbitration

Any dispute or difference of any kind between the insurer and the insured will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties.

B. Cancellation

This Policy may be cancelled in writing at any time by the insured by giving immediate written notice to the insurer. The insurer may also cancel this Policy by giving 30 days written notice to the insured. In the event of cancellation the insured will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired period of insurance where the Policy is cancelled after the first 14 days. There will be no refund of premium if the insured has notified a claim during the period of insurance.

C. Cooling off

If the insured is an individual acting for purposes outside of your trade, business or profession then the insured has the right to change their mind and cancel this insurance with effect from inception. The insured may change their mind within 14 days of insuring or within 14 days of receiving full policy documents by writing to Qdos Broker & Underwriting Services Limited requesting cancellation and returning the policy documentation to Qdos Broker & Underwriting Services, Qdos Court, Rossendale Road, Earl Shilton, Leicestershire, LE9 7LY. No charge will be made and any premium you have paid will be refunded.

D. Insured's responsibilities

The insured must notify the insurer as soon as is reasonably possible of any change in the information given to them which may affect this insurance or any circumstances which may give rise to a claim. Failure to do so may invalidate the insured's insurance or may result in cover not operating fully. The insurer reserves the right to alter the terms, charge an additional premium or cancel this insurance should they become aware of any fact, which may affect the cover provided by this insurance. The insured must:

1. Observe the terms and conditions of this insurance.
2. Try to prevent any incident that may give rise to a claim.
3. Take all reasonable steps to minimise the amount payable by the insurer.

E. Assignment

This Policy of insurance is between and binding upon the insurer and the insured and their respective successors in title, however the Policy may not be otherwise assigned by the insured without prior written consent.

F. Waiver

If the insurer fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

G. Governing law

This insurance is governed by the laws of England and Wales.

H. Data Protection Act

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 and handling claims, if any, which may necessitate providing such information to third parties.

Claims conditions

A. Reporting a claim

The insured should, as soon as possible be notified in writing of any potential claim and be provided with any written or other evidence relevant to the issues giving rise to the claim. The insured will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the insurer accepting the claim, including any action already taken.

Claims should be made by contacting the Qdos Legal Advice Line, as soon as is reasonably practical, or by writing to Qdos Broker & Underwriting Services Limited at the following address:

Qdos Broker & Underwriting Services Limited
Legal Expenses Claims Department
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Telephone: 01455 850000 **Fax:** 01455 841000

B. Coverholder's consent

It is a condition precedent to the liability of the insurer that their consent to incur legal expenses or professional expenses must 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:

1. It is reasonable to incur legal expenses or professional expenses having regard to the proportionality between remedy claimed and the legal expenses or professional expenses to be incurred;
2. (i) Where the insured is pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedies sought

or

(ii) Where the insured is defending, the other party does not have reasonable prospects of proving the insured's legal liability

or

(iii) In respect of criminal prosecution and where the insured pleads guilty there is a reasonable prospect of significant mitigation of the insured's sentence or fine.

Should during the course of a claim the insured ceases to satisfy the coverholder in respect of 1 and 2 of Coverholder's Consent indemnity will be withdrawn. For a decision to be made on granting or withholding consent the following must be received by the coverholder:

- A completed insurance Claim Form
- The documentation and information reasonably requested by the coverholder
- Any advice the coverholder may deem necessary to take
- A legal opinion from the appointed representative as to 1 and 2 of Coverholder's Consent

The coverholder reserves the right to limit its consent by time and or financial amount of legal expenses or professional expenses and or stage of proceedings to allow for a review of their continued consent.

The coverholder at its discretion may require the insured to seek an opinion from Council, at the insured's expense, as to the merits of the claim. Such opinion is to have regard to the same issues that the coverholder has in assessing the merits of any legal action. If based upon such an opinion the coverholder is satisfied in respect of 1 and 2 of Coverholder's Consent the legal expenses and professional expenses in obtaining that opinion will be paid by the insurer within the limits of indemnity.

If after consent has been granted it is shown that the particular claim or legal proceedings have 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, professional expenses, awards of compensation and any other allowances previously paid.

If the insured elects to proceed with the pursuit or defence of a claim or legal proceedings to which the coverholder's consent has been refused through lack of reasonable prospects as required in 1 and 2 of Coverholder's Consent and if the insured is successful in such pursuit or defence, the insurer will pay legal expenses or professional expenses incurred after such consent had been refused subject to the terms conditions of this Policy.

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 or professional expenses or awards of compensation will be paid.

In particular legal expenses or professional expenses for matters that go beyond the immediate scope of the claim or legal proceedings shall be deemed by the insurer to fall outside the indemnity provided by this Policy.

C. 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 as specified in the Schedule.

Where recourse is necessary to a lawyer and proceedings are issued, the insured is free to choose an appointed representative to act in the name of and on behalf of the insured in any 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 cooperate 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.

A dispute arising from the insured's choice may be referred to Arbitration in accordance with General Condition A. 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. The coverholder may withdraw consent previously given at any time.

In selecting the appointed representative the insured shall have regard to its duty to minimise the cost of any claim or legal proceedings. In all other claims the coverholder will choose the appointed representative subject to the excess.

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 or legal proceedings 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.

D. Disclosure

It is a condition precedent to the insurer's liability that:

1. The insured must give to 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.
2. The coverholder is entitled to receive from the appointed representative and Insured any information, documentation or advice in connection with any claim or legal proceedings even if privileged. In addition the insured must instruct the appointed representative to provide the coverholder with regular updates on the progress of any claim or legal proceedings and inform the coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting coverholder's consent. On request the insured will give to the appointed representative any instructions necessary to secure the required access.

Cover 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.

E. 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 a claim or legal proceedings is received and or the insured proposes to make an offer of settlement. In any settlement, the insured must have regard to legal expenses or professional expenses incurred or likely to be incurred by the insurer 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, professional expenses or awards of compensation 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 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, professional expenses or awards of compensation. Where the insurer exercises this discretion the insurer will cease to be liable for any further legal expenses, professional expenses or awards of compensation.

F. Payment of legal expenses, professional expenses and awards of compensation

All bills relating to any claim or legal proceedings 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 or professional expenses or awards of compensation. The insurer may settle these directly if requested by the insured to do so. The payment of some legal expenses or professional expenses does not imply that all legal expenses or professional expenses or awards of compensation will be paid.

G. 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 shall 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.

H. 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.

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I. 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 become void and any premiums paid hereunder shall be forfeited and the insurer shall be entitled to recover any legal expenses or professional expenses or awards of compensation previously paid.

J. Insolvency or liquidation of the insured

If the insured becomes insolvent or is placed in liquidation during the course of any claim or legal proceedings to which the coverholder's consent has been given the coverholder reserves the right to withdraw that consent. The insured shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

K. 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 or legal proceedings under this Policy

L. Value Added Tax

If the insured is registered for VAT, the insurer will not pay the VAT element of any legal expenses or professional expenses.

Complaints

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should in the first instance contact the Chief Executive Officer of Qdos Broker & Underwriting Services Limited. The contact details are:

Chief Executive Officer
Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000
Fax: 01455 841000

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

The Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ

Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

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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 €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

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

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

Communications

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 or legal proceedings, 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 address below:

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000
Fax: 01455 841000

Data Protection Act 1998

Qdos Broker & Underwriting Services Limited does not pass any personal data about you to any third parties. When you apply for insurance and/or make a claim, you will be required to disclose relevant personal data about yourself to Qdos Broker & Underwriting Services Limited or their agents, including data which is deemed "sensitive" under the Data Protection Act 1998. Your explicit consent to the processing of this data, which is required under the Data Protection Act 1998, will be requested at the time of purchase or when you make a claim. Please note that any information that you provide to Qdos Broker & Underwriting Services Limited may be shared with other insurers, for the purpose of preventing fraudulent claims. All information provided by yourself will be used by Qdos Broker & Underwriting Services Limited its agents and associated companies, other insurers, regulators, industry and public bodies (including the police) and agencies to process this insurance and any upgrade to this insurance, handle claims relating to this insurance and prevent fraud.

Endorsements Applying

The following condition(s) attach to and form part of your Freelancer Legal Protection insurance policy.

FLPJS01 – Jury Service Conditions

In respect of the cover provided under Section 4. Jury Service Allowance, the insurer agrees to indemnify the insured, subject to the limit of indemnity, at the insured's daily contract rate.

At the time of the claim the insured must be able to provide evidence of their daily contract rate by providing to the insurer a copy of the contract which is in place with their agency or client.

All other terms and conditions of this policy remain unchanged.