



**Family Legal Protection**

Underwritten by IGI Insurance Company Limited

# Membership Certificate

**CLAIM HELPLINE:**

**0845 260 9914\***

If **You** propose to take any action which may result in a claim, **You** must telephone 0845 260 9914 as soon as possible.

**LEGAL ADVICE HELPLINE:**

**08700 500 652\***

Legal advice on the phone is available to our members and their immediate family, 24 hours a day, every day of the year from appropriately qualified solicitors on private legal matters such as consumer law, employment rights, matrimonial, property disputes etc. **Please ensure you quote account number 33739 when your call is answered.**

**TAX HELPLINE:**

**0845 260 9915\***

The helpline service may be used to discuss tax problems concerning **You**. Simply call FOTAS on 0845 260 9915 and ask for the tax helpline. This service is here to help **You**. Do not hesitate to make full use of it. In particular, if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

Motor Accident Protection Services Limited, incorporated in the UK, company number 3105784, at Stanley House, 34 Stanley Street, Southport PR9 0BY is authorised and regulated by the Financial Services Authority, firm no. 304973 and is a member of the Financial Services Compensation Scheme and Financial Ombudsman Service.

Claims Agent of IGI Insurance Company Limited. Telephone calls may be monitored or recorded.  
\*Helplines are non-insured elements.

PLW252NIMAP00001050615 Effective date 1st June 2005

# FAMILY LEGAL PROTECTION POLICY WORDING

## DEFINITIONS for this section only

### Excess

The amount of each and every claim which You are required to pay.

### Geographical Limits

United Kingdom.

### In-Depth Investigation

The Inland Revenue system introduced in 1977 for examining accounts. It consists of a detailed examination of the latest accounts submitted to the Inland Revenue involving inquiries into the records and underlying information from which they were taken.

### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this cover. For the purposes of the Limit, only one Insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time. In disputes about loss of employment Insured event means the effective date of termination.

### Inland Revenue Enquiry

An enquiry into Your returns of income and capital gains commenced by the Inland Revenue under either Section 9A or 12 AC of the Taxes Management Act 1970.

### Insured/You/Your

The person named in the schedule, his/her spouse, children under the age of 21 and parents, if normally resident at the address shown on the schedule.

### Limit

The maximum sum payable by Us under a cover after calculating all Professional costs and expenses in respect of an Insured event, subject to the annual Limit.

### Proceedings

Civil, criminal, tribunal or arbitration Proceedings or appeals arising from them conducted within the United Kingdom.

### Professional Adviser

The solicitor, accountant or other appropriately qualified person, firm or company nominated to act for You by Us under the terms of the conditions of this section.

### Professional Costs and Expenses

Reasonable unrecovered fees, costs and disbursements properly and necessarily incurred by the Professional Adviser and any costs incurred by a third party, on the standard basis of any civil Proceedings, for which You may be made liable by order of a court or by agreement.

### Underwriters

IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham NG1 6FG. Reg No 1229676. Authorised and regulated by the Financial Services Authority.

### We/Us/Our

Motor Accident Protection Services Limited, Rufford House, 52 Bath Street, Southport PR9 0DH, company number 3105784, acting as Claims Agent on behalf of the Underwriters. Authorised and regulated by the Financial Services Authority

### Cover

Professional Costs and Expenses Incurred in:-

#### 1) Pursuit of:

- i. Civil claims brought within the Geographical Limits by You for damages, specific performance or injunction arising from or out of.
- ii. Your death or personal injury from a sudden or specific accident except for an accident involving a motor vehicle or illness or injury from a gradually operating cause.
- iii. The purchase, hire purchase or lease of goods or services for Your private use. At least £125 must be in dispute and the contract for the goods or services must have been made after the inception of the first period of continuous insurance.
- iv. Any infringement of Your legal rights arising from and relating to Your ownership or occupation of Your principal place of residence where the Insured event occurred more than 180 days after inception of the first period of insurance.
- v. Your contract of employment where the Insured event arises more than 90 days after inception of the first period of continuous insurance.

#### 2) Defence of:

- i. Civil claims brought against You within the Geographical Limits by a party to whom You have sold private goods in respect of those goods. At least £125 must be in dispute and the contract must have been made after the inception of the first period of continuous insurance.
- ii. An In-Depth investigation or Full Enquiry by the Inland Revenue into Your private tax affairs.
- iii. A motoring prosecution brought within the Geographical Limits. A plea in mitigation will be covered where there is a reasonable chance of such a plea, presented either in writing or in person by a solicitor or barrister, materially affecting the likely outcome and when it is in the public interest to do so. This shall be at our sole discretion.

### Limit

£50,000 all sections, except 2) ii, where limit is £25,000.

## WHAT IS NOT INSURED:

### Any claim:

1. Notified to Us more than 180 days after the Insured event
2. For an application for a judicial review
3. Concerning a dispute between You and Us or the Underwriters
4. Where You acted without Our consent or contrary to or in a manner different from Our advice or that of your Professional Adviser
5. Which is false or fraudulent
6. Where You have made a representation or statement to the Inspector of Taxes which is falsely or deliberately misleading, or which You do not believe to be true and which has resulted in an under-declaration of personal income or gains.
7. Arising from or relating to:-
  - i. Divorce, judicial separation, matrimonial matters or Proceedings including financial ancillary relief, custody, access, parental responsibility and contact, cohabitation or affiliation
  - ii. The Equal Pay Act 1970 and amending legislation
  - iii. A dispute with a rating authority on rateable values
  - iv. A lease or licence to occupy land or property
  - v. Any venture for gain
  - vi. Any motoring prosecution where You did not hold or were disqualified from holding a licence to drive
  - vii. Your dishonest or malicious act
  - viii. Subsidence, heave or mining or quarrying activities
  - ix. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
- x. Actual, planned or proposed works by or under the order of any government or public or local authority
- xi. Planning law including town and country planning legislation
- xii. The construction of or structural alteration to buildings or parts of buildings
- xiii. An investigation or enquiry by the Special Compliance Office or following the transfer of an enquiry to that office
- xiv. Libel or slander or malicious falsehood

### Costs and Expenses Incurred:

1. Where the Insured Event had commenced or occurred before the first period of insurance
2. Where at, or prior to, the start of the first period of insurance, in Our reasonable judgement, You should have realised that a claim might occur
3. Prior to written confirmation from Us that the claim has been accepted or

Professional Costs and Expenses beyond those for which We have given Our prior approval in accordance with the terms and conditions of the cover

4. Where You fail to instruct or give proper instructions to Us or to the Professional Adviser
5. Where You are responsible for anything which in Our reasonable opinion prejudices success in the prosecution, defence or settlement of the Proceedings
6. Where You fail to provide evidence or information reasonably required by Us to establish whether support can be provided under this cover
7. Where You are responsible for anything which in Our reasonable opinion prejudices Our position in respect of the Proceedings
8. Where the insured event occurs outside the Geographical limits

### Professional Costs and Expenses

1. Incurred in avoidable correspondence
2. Which are recoverable from a court, tribunal or elsewhere
3. Incurred in respect of any claim where, but for the existence of this policy You would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by You of the terms of the other policy or certificate
4. Damages, interest, fines or other penalties which You are ordered to pay unless provided for in this cover
5. The costs of an appeal are excluded unless We have given Our prior written consent to such costs being incurred
6. The fees of an expert witness without Our approval being obtained for the appointment of the expert witness and to the amount of his fees
7. Any award of Professional Costs and Expenses and/or any interest upon Professional Costs and Expenses which arrives from unreasonable conduct by You or Your Professional Adviser.

### Excess:

Section 1) iv - £250

Section 2) ii - the first £100, or two hours work charged, whichever is the lesser of Your Professional Adviser's fees.

All Other Sections - £30

## CONDITIONS

### Notices and communications

We may send or accept notices and letters on behalf of the Underwriters.

### Appointment of a Professional Adviser

- a) At any time before Proceedings are issued We may:
  - i. Take over the claim and deal with in Your name
  - ii. Appoint a Professional Adviser to act for You and Us

If Proceedings need be issued:

- i. You may inform Us of Your choice of a Professional Adviser. We may accept such choice if the Professional Adviser confirms in writing that he or she will co-operate with You so You can keep to the terms of this Policy. We must also agree the hourly rate or agreed fees We will pay the Professional Adviser. The hourly rate will depend upon how complicated the case is, the amount of money at stake and where You live.
- ii. If We cannot agree with Your choice of Professional Adviser, You may suggest another. If We still cannot agree upon a suitable Professional Adviser, We shall ask the Law Society to choose a solicitor to act for You. Both You and We must accept their decision.
- b) If Your Professional Adviser refuses to continue acting for You for reasonable cause or You discontinue Your instructions, then Our liability will stop at once unless We agree to the appointment of another Professional Adviser.

### Carrying Out Proceedings

You must tell the Professional Adviser to give us:

- an opinion upon Your chances of success
- an estimate of the total cost of the Proceedings and hourly rate
- You must also ask Your Professional Adviser to advise Us at regular intervals upon the progress of Your claim or if Your chances of success change

We will only pay the Professional Adviser's costs and expenses for dealing with the Proceedings if:

- We agree to do so before You consult Your Professional Adviser
- We have specifically agreed the costs and expenses
- Your chances of success are, and remain, reasonable

### Right to Information, settlement offers and Your duty not to prejudice Proceedings

We can contact Your Professional Adviser directly. You must co-operate with Us and keep Us informed about the progress of the claim or anything affecting its outcome. We can ask Your Professional Adviser for any information to do with the Proceedings. You must tell the Professional Adviser to give Us this information.

You or Your Professional Adviser must write and tell Us about any offers to settle the claim. If You do not accept an offer which we think is reasonable, We will not pay any Professional Costs and Expenses unless We have agreed for the Proceedings to continue.

You must not act against Your Professional Adviser's advice or in a manner which prejudices the settlement of the claim. If You do so, We may refuse to pay any Professional Costs and Expenses resulting from Your action.

If a settlement offer is made which is stated to be inclusive of Professional Costs and Expenses but which does not specify the amount or proportion payable for Professional Costs and Expenses, We shall be entitled to receive a sum which is equal to the ratio that the Professional Costs and Expenses incurred on Your behalf bear to Our reasonable estimate of the value of Your claim when the offer is made.

We may pay Our reasonable assessment of the damages claimed in place of providing cover for Your Professional Adviser's Professional Costs and Expenses.

### Investigating the claim

We or Our agents including solicitors and accountants may investigate the claim and try with Your approval to settle the Proceedings. Your approval may not be unreasonably withheld.

### Information to be given to Professional Adviser

You must give the Professional Adviser all information needed for the Proceedings and attend meetings with Your Professional Adviser when required.

### Payment and assessment of the Professional Adviser's bill

We will not pay Your Professional Adviser's fees until the end of the Proceedings or Your claim is settled. If we ask, You must tell Your Professional Adviser to send his bill to be assessed or certified by the court, an appropriate professional body or Our nominated costs auditor.

### Withdrawal from the Proceedings

If You withdraw from the Proceedings without Our prior approval, You will have

to pay the Professional Costs and Expenses and costs of the other person in the Proceedings. You must pay back any money the Underwriters have paid during the course of the Proceedings including any Professional Costs and Expenses which the Underwriters have reasonably agreed to pay as a result of Your withdrawal from the Proceedings.

### Getting back costs from other people

You must try and recover costs from the other person in the Proceedings.

### Agreement

We are not bound by any agreement You or Your Professional Adviser makes without Our approval or consent.

### Disputes

If We have a dispute which cannot be resolved in accordance with our complaints procedure (available on request), You must refer the matter to an arbitrator who must be a solicitor or barrister upon which We both agree. If We cannot agree, the Law Society will choose an arbitrator. The arbitrator's decision on the dispute and on who will pay the costs is final.

### Chances of Success

If at any time We think that Your chances of success in the Proceedings are not good or that Your interests can be better achieved by other means, We will give You a written explanation of Our decision. We will then not provide any more cover for the case. At Our absolute discretion We may pay You a sum equal to Our reasonable estimate of the value of Your claim.

If You disagree with Us, You can ask Us to get an opinion from an independent solicitor or barrister. If We cannot agree on a suitable solicitor or barrister, the President of the Law Society will choose one. If the solicitor's opinion disagrees with Our view, We will pay the costs. If the solicitor's opinion disagrees with Your view You will pay the costs.

### Claims Procedure

If You propose to take any action which may result in a claim, You must contact Us as soon as possible by telephone on 08700 500 650 quoting your membership certificate number. You must follow the advice given by Us. We will send You a form which You must complete giving a truthful report of the facts of Your claim. You must tell Us about any potential witnesses, documents or other evidence which You know about and return it to Us immediately.

### Excess

You must pay the excess to the Professional Adviser at the beginning of the case.

### Applicable Law

You and We can choose the law which applies to this contract. We have chosen English Law. If there is a dispute as to which law applies, it will be resolved under English Law.

### Special Conditions [applicable to section 2) ii only]

When You make a claim, Your Professional Adviser must also confirm that an enquiry under Section 9A of the Taxes Management Act 1970 has begun.

You must have kept and must continue to keep accurate, truthful and up-to-date records and returns. Your records and returns must comply with the law and the accounting conventions accepted by the Inland Revenue. All information, returns and payments, except those that are disputed, must be given to the Inland Revenue when due.

You or Your Professional Adviser must tell Us in writing about any settlement offer proposed by the Inland Revenue.

### Cancellation

Written confirmation of the cancellation of the policy may be given at any time by You or by Us and/or the Underwriters. We and/or the Underwriters will give You a minimum of 14 days notice of cancellation to enable You to find alternative cover. You may cancel the policy by giving Us written instructions.

### Cooling off Period

Before You accept this policy You have 14 days to review Your policy wording. If You are not totally happy with this policy and You have not made a claim You can write to Us requesting that Your insurance is cancelled and that any monies paid be returned. We will then cancel Your insurance.

### Complaints Procedure

If You have any complaint You can contact Us, or the sales agent who arranged the insurance for You. If Your problem isn't resolved You may contact the Underwriters, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. The Underwriters will contact You within five days of receiving Your complaint to inform You of what action they are taking. The Underwriters will try to resolve the problem and give You an answer within four weeks. If it will take the Underwriters longer than four weeks the Underwriters will tell You when You can expect an answer.

If the Underwriters have not given You an answer in eight weeks they will tell You how You can take Your complaint to the Financial Ombudsman Service for review. If You are still not satisfied You can contact the: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

The Underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Underwriters cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 020 7892 7300

The complaints procedure above does not affect any legal right You may have to take action against Us. This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. Tel 0115 941 1022. Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234

Signed for and on behalf of IGI Insurance Company Limited



K W WARDLELL Managing Director

# Family Legal Protection Policy Summary

## PROVIDED BY IGI INSURANCE COMPANY LIMITED

This is a summary of your Family Legal Protection policy and does not contain the full terms and conditions of the cover, which can be found in the policy wording. It is important that you read the policy wording carefully when you receive it.

### Name of the insurance undertaking

The insurer of this policy is IGI Insurance Company Limited.  
Registered Address: Market Square House, St James's Street, Nottingham NG1 6FG. Company no 1229676.

### Type of insurance and cover

The Family Legal Protection Policy protects you, in respect of Legal Costs and Expenses, as itemised in your policy wording, for the period commencing from when you pay or promise to pay the premium to the Sales Agent, which in no circumstances can exceed 12 months.

### Significant and unusual exclusions or limitations

Your policy excludes some situations. Please refer to the reverse of your membership certificate for full details although the most significant or unusual exclusions are outlined below.

#### Your policy excludes or limits the following: (Policy Wording Section WHAT IS NOT INSURED)

1. Claims notified to us more than 180 days after the insured event
2. Applications for a judicial review
3. Disputes between you and us or the underwriters
4. Where you act without our consent or contrary to or in a manner different from our advice or that of your professional adviser
5. Claims which are false or fraudulent
6. Where you have made a representation or statement to the Inspector of Taxes which is falsely or deliberately misleading, or which you do not believe to be true and which has resulted in an under-declaration of personal income or gains
7. Arising from or relating to:-
  - i. Divorce, judicial separation, matrimonial matters or proceedings including financial ancillary relief, custody, access, parental responsibility and contact, cohabitation or affiliation
  - ii. The Equal Pay Act 1970 and amending legislation
  - iii. A dispute with a rating authority on rateable values
  - iv. A lease or licence to occupy land or property
  - v. Any venture for gain
  - vi. Any motoring prosecution where you did not hold or were disqualified from holding a licence to drive
  - vii. Your dishonest or malicious act
  - viii. Subsidence, heave or mining or quarrying activities
  - ix. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
  - x. Actual, planned or proposed works by or under the order of any government or public or local authority
  - xi. Planning law including town and country planning legislation
  - xii. The construction of or structural alteration to buildings or parts of buildings
  - xiii. An investigation or enquiry by the Special Compliance Office or following the transfer of an enquiry to that office
  - xiv. Libel or slander or malicious falsehood

### Significant features and benefits

Your policy includes the following features, which are shown on the reverse of your membership certificate:

Cover	Legal Costs and Expenses Cover
The reasonable and irrecoverable legal costs and expenses incurred by a solicitor in the pursuit of a civil claim against a Defendant arising from an insured incident.	<b>Up to £50,000 per incident.</b> <b>Excess £30</b> <small>(Sections: Professional Costs &amp; Expenses; Limit; Excess)</small>
<b>Summary of Insured Incidents:</b>	
<b>Consumer</b> Any contractual dispute arising out of a contract entered into during the period of insurance by an insured person where the amount in dispute exceeds £125.	<b>Up to £50,000 per incident.</b> <b>Excess £30</b> <small>(Section: Cover 1) ii)</small>
<b>Employment</b> The pursuit of claims against an employer for matters such as unfair dismissal, discrimination or breach of your contract of employment.	<b>Up to £50,000 per incident.</b> <b>Excess £250</b> <small>(Section: Cover 1) iv)</small>
<b>The Home</b> The pursuit of civil claims in connection with your home, relating to matters such as nuisance, trespass, negligence or material damage, providing the incident is not covered by any other policy.	<b>Up to £50,000 per incident.</b> <b>Excess £30</b> <small>(Section: Cover 1) iii)</small>
<b>Tax Protection</b> Protection against a detailed examination by the Inland Revenue into your personal and private tax affairs.	<b>Up to £25,000 per incident.</b> <b>Excess £100</b> <small>(Section: Cover 2) ii)</small>

### Duration of Policy

The policy will remain in force from the date of commencement for a period, which in no circumstances will exceed 12 months.

### Claims Procedure

If you wish to make a claim, you should contact the Claims Agent Helpline: 08456 500 650 or the Sales Agent who arranged cover for you.

### Cancellation

Written confirmation of the cancellation of the policy may be given at any time by you or by us and/or the underwriters. We and/or the underwriters will give you a minimum of 14 days notice of cancellation to enable you to find alternative cover. You may cancel the policy by giving us written instructions.

### Cooling off Period

Before you accept this policy you have 14 days to review your policy wording. If you are not totally happy with this policy and you have not made a claim you can write to us requesting that your insurance is cancelled and that any monies paid be returned. We will then cancel your insurance.

### Complaints Procedure

If you have any complaint you can contact the Sales Agent or Claims Agent who arranged the insurance for you. If your problem isn't resolved you may contact the underwriters, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham NG1 6FG. The underwriters will contact you within five days of receiving your complaint to inform you of what action they are taking. The underwriters will try to resolve the problem

and give you an answer within four weeks. If it will take the underwriters longer than four weeks the underwriters will tell you when you can expect an answer.

If the underwriters have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review. If you are still not satisfied you can contact the: Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

The underwriters are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the underwriters cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacted on 020 7892 7300

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You can check the above details on the Financial Services Authority Register by visiting the FSA website: [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.