

# HOUSEHOLD & FAMILY PLUS LEGAL EXPENSES INSURANCE POLICY



Household & Family **PLUS**

## Welcome to BDElite

Thank you for choosing BDElite Ltd. to provide your Household & Family PLUS Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. As a BDElite customer you now have legal expenses insurance to protect you in relation to the legal disputes set out in this Policy and to provide you with other benefits. A summary of the cover provided by this Policy is shown in your Keyfacts document. You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

## Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the person shown in the Certificate of Insurance). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to What IS Insured, What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy, provide you with the insurance and benefits set out in this Policy, in respect of claims reported during the Period of Insurance shown in the Certificate of Insurance and for any subsequent period for which we may accept a renewal premium.

The Policy, Certificate of Insurance and any endorsements must be read together as one document.

Signed on our behalf

Nick Garner, Group Managing Director  
Financial & Legal Insurance Company Limited

## The Meaning of Words in this Policy

Each of the words or terms shall have a specific meaning which applies wherever they appear in **bold** type in this Policy.

### We/Us/Our

means Financial & Legal Insurance Company Limited.

### You/Your

means the person or persons shown as the Policyholder in the Certificate of Insurance attached to this Policy.

### Insured Person

means **You** and any domestic partner and any family member permanently living with **You** provided that they have **Your** permission to claim under this Policy.

### Appointed Representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person** in accordance with **Our** standard terms of appointment.

### Costs and Expenses

means all necessary and reasonable:

- Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**
- Opponent's costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them, in pursuing or defending the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal.

### Legal Proceedings

means a legal remedy for compensation, specific performance or an injunction.

### Reasonable Prospects

means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**.

## What IS Insured

**We** will, subject to What IS NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents set out below.

Provided that:

- Reasonable Prospects** exist for the duration of the claim.
- The claim is reported to **Us**
  - during the Period of Insurance
  - immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
- The **Insured Person** follows the advice provided to them by **Our** Claim Helpline.
- The **Insured Person** seeks and continues to follow the advice from **Our** Claim Helpline.
- During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claim Helpline.

**We** will not pay:

- In respect of any one claim and in total in any one Period of Insurance more than the relevant Limit of Liability and the annual aggregate limit shown in the Certificate of Insurance.
- The amount of any Excess shown in the Certificate of Insurance in respect of each claim.
- Any claim or incident which may lead to a claim, which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
- The first 10% of **Costs and Expenses** where the **Insured Person** is entitled to choose their own lawyer or other suitably qualified person in relation to a claim under this Policy.

## Insured Incidents

### 1. Personal Injury

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any incident causing bodily injury or death to an **Insured Person**.

Provided that the claim is the result of a sudden and specific incident.

**We** will not pay for any claim:

- which develops gradually unless it is the result of a sudden and specific incident.
- included or excluded from Insured Incident 2. Clinical and Medical Negligence.

### 2. Clinical and Medical Negligence

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** in respect of any clinical, medical or dental negligence causing bodily injury or death to an **Insured Person**.

**We** will not pay for any claim which develops gradually unless it is the result of a sudden and specific incident.

### 3. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the pursuit of **Legal Proceedings** arising from or relating to an **Insured Person's** contract of employment as an employee and which will be dealt with in an Employment Tribunal or any other civil court.

**We** will not pay for:

- Any claim resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this Policy.
- Any claim relating to disciplinary hearings or internal grievance procedures.
- The costs of any disputes relating to a settlement agreement.
- Any dispute relating to a shareholding, partnership or directors contract.
- Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- Any claim relating to franchise rights and agency rights.
- Any claim relating to future contracts of employment.

### 4. Contract Disputes

**We** will pay the **Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered into a personal capacity for the

buying or hiring in of any goods or services.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

**We will not pay for:**

- a. Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- b. Any claim relating to any land or buildings other than **Your** main home.
- c. Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.
- d. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- e. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.
- f. Any claim arising out of actual or alleged negligent advice, error or omission.

## 5. Property Disputes

**We will pay the Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to:

- a. An incident which causes or could cause physical damage to **Your** main home which is owned by **You** or for which **You** are legally responsible.
- b. Any unlawful interference of **Your** use, enjoyment or right of **Your** main home and the land on which **Your** main home is situated.
- c. The landlord's failure to maintain **Your** main home.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

**We will not pay for:**

- a. Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- b. Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement.
- c. Any claim relating to a planning application or building permission.
- d. Any claim where the **Insured Person** is the landlord of the home or is leasing, sub-letting or renting out part of the home.
- e. Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home.
- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

## 6. Legal Defence

**We will pay the Costs and Expenses** for defending an **Insured Person's** rights relating to any prosecution in a criminal court arising from the sale or supply of privately owned goods.

**We will not pay for:**

- a. Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- b. Any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.

## 7. Professional Negligence

**We will pay the Costs and Expenses** for the pursuit of **Legal Proceedings** relating to an agreement or alleged agreement that an **Insured Person** has entered into a personal capacity with a solicitor, accountant, surveyor or an architect, arising out of actual or alleged negligent advice, error or omission.

Provided that the amount in dispute exceeds the amount shown in the Certificate of Insurance.

**We will not pay for:**

- a. Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- b. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- c. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument.

## 8. Court Attendance

For each day when an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative, We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We will not pay for any loss incurred before a claim is made.**

The requirement for **Reasonable Prospects** to exist for the duration of the claim does not apply to this Insured Incident.

## 9. Jury Service

For each day when an **Insured Person** is required to attend jury service in the United Kingdom **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work for jury service.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We will not pay for any claim where the date the Insured Person receives first notification of jury service or deferral of jury service is before the commencement of this Policy.**

The requirement for **Reasonable Prospects** to exist for the duration of the claim does not apply to this Insured Incident.

## 10. Tax Protection

**We will pay the Costs and Expenses** for representing an **Insured Person** in any appeal proceedings in the event of an investigation into the **Insured Person's** personal tax affairs.

**We will not pay for:**

- a. Any claim relating to the tax affairs of a company or any claim if **You** are self employed, a sole trader or in a business partnership.
- b. Any claim relating to any investigation relating to or arising from tax avoidance and/or tax evasion.
- c. Any investigation dealt with by HMRC Special Compliance Office or the Revenue and Customs Prosecution Office.

## 11. Identity Theft

a. **We will provide an identity theft resolution service should an Insured Person become or feel they have become the victim of identity theft during the Period of Insurance. The identity theft resolution service will provide:**

- Access to a private and confidential helpline should an **Insured Person**, regarding identity fraud, feel they have become the victim of identity theft.
- Access to a personal identity theft adviser who will provide the **Insured Person** with specialist guidance and assist the **Insured Person** in resolving the identity fraud.

b. If an **Insured Person** becomes the victim of unlawful use of their personal identity as a result of theft or unauthorised use of their personal identity, **We will pay:**

- The **Costs and Expenses** to reinstate the **Insured Person's** identity.
- The **Costs and Expenses** to defend any dispute between the **Insured Person** and any other party as a consequence of identity theft.
- Any fees in relation to reapplying for any loan where an original loan application has to be resubmitted because of the identity theft relating to the **Insured Person**.

Provided that the **Insured Person** notifies the police and their bank, mortgage lender or any company with whom they have a loan within 24 hours of discovery of the identity theft or attempted identity theft.

**We will not pay for:**

- a. Any claim relating to an **Insured Person's** previous or current trade, business, occupation or profession.
- b. Any identity theft committed by an **Insured Person**.

The requirement for **Reasonable Prospects** to exist for the duration of the claim does not apply to this Insured Incident.

## What IS NOT Insured

The following are not insured by this Policy:

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

## 2. Motor Vehicles

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **Insured Person**.

## 3. Dishonesty, Violence and Fraud

Any claim:

- (a) Involving actual or alleged dishonesty or violence by the **Insured Person**.
- (b) Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

## 4. Judicial Review, Mediation or Arbitration, Marital or Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions and Date Change, Mortgage Lender Disputes

Any claim directly or indirectly relating to or resulting from:

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising from a dispute between the **Insured Person** and any agent or mortgage lender.

## 5. Bankruptcy, liquidation or receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into Deed of Arrangement or where part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

## 6. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under such insurance(s).

## 7. Fines and penalties

Fines, damages or other penalties, which the **Insured Person** is ordered to pay by a court or other authority.

## 8. Disputes with Us

Any claim against **Us** or BDElite Ltd.

## 9. War Risks

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000 or damage to property by or under the authority of any government, public or local authority.

## 10. Radioactive Contamination and Pressure Waves

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event:

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## 11. Territorial Limits

Any claim:

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man.
- b. Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man.
- c. Where the **Insured Person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

## Claim Settlement Provisions

### 1. Reasonable Precautions

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

### 2. When You must report a claim to Us

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

### 3. Acceptance of claim

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **Insured Person** if Counsel's opinion shows clearly that there are merits in proceeding.

### 4. Conduct of the Claim

#### (i) *We will be entitled:*

- To have direct contact with the **Appointed Representative**.
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**.
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed Representative**.

#### (ii) *What the Insured Person must do:*

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist.
- Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim.
- Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy.
- Take all reasonable steps to resolve disputes, which otherwise may give rise to a claim.
- Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court.
- Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited at **Our** request.

#### (iii) *What the Insured Person must not do:*

- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** or the **Appointed Representative** without **Our** consent.
- Pursue a claim in any way against the advice or instructions from **Us** or the **Appointed Representative**.
- Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**.
- Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in (ii) and (iii) above.

### 5. Payment instead of pursuing or defending a claim

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

### 6. Legal Proceedings

Any **Legal Proceedings** must be dealt with in the jurisdiction of a court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

### 7. Choice of Appointed Representative

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

If there is any dispute about the choice of lawyer **We** will ask the President of the relevant Law Society to choose a suitably qualified lawyer.

Where the **Insured Person** is entitled to choose their own lawyer or other suitably qualified person and does so, **We** will not pay the first 10% of any **Costs and Expenses** charged by the **Insured Person's** own lawyer or other suitably qualified person.

## Conditions

### 1. Observance of Terms

Anyone making a claim under this Policy must have **Your** Permission and observe the terms under this Policy.

### 2. Cancellation

**You** may cancel this Policy within 14 days of its inception and the premium paid will be returned provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** wish to cancel the Policy **You** must contact **Your** insurance adviser.

**We** may cancel this Policy at any time provided that **We** give **You** 7 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to, fraud and dishonesty. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

### 3. Arbitration

Any dispute or difference of any kind between **Us** and an **Insured Person** 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 President of Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

### 4. Assignment

This insurance is between and binding upon **Us** and **You** and **Your** respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

### 5. Third Party Rights

Unless stated expressly in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 6. Waiver

If **We** or any **Insured Person** fail 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 of, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

### 7. Recoveries

**We** reserve the right, at **Our** own expense, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be repaid immediately to **Us**.

### 8. Governing Law

This Policy is subject to the law applicable to **Your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

## Financial Service Compensation Scheme

Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If Financial & Legal Insurance Company Limited are unable to meet their obligations under this Policy an **Insured Person** may be entitled to compensation from the Compensation Scheme.

## How to make a Claim – 01204 567 480

If **You** need to contact **Us** or need to make a claim **You** can call **Us** on the above number or write to Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle,

Cheshire, SK8 3GW. Fax: 0870 130 2581.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form for completion and return to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

*Please note that:*

- Any costs incurred before a claim is made and any costs which **We** do not authorise will not be insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

## Data Protection

**We** take the Data Protection Act seriously and set out below how **We** will look after the information **You** give **Us**.

**We** will only use the information **You** give **Us** for legal purposes and will keep it safe. **We** will not pass **Your** information on to others or outside the EU unless **We** are obliged to do so for legal or regulatory purposes or for purposes directly related to **You** as a customer.

These may include:

- Servicing **Your** policy or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **You** from credit reference agencies (the agencies will record **Our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud, to check **Your** identity and prevent money laundering.

Under the Act **You** can request to see what data **We** hold on **You**, though there may be a charge for this service.

Under this section **We/Us/Our** includes BDElite Ltd.

## How to make a Complaint

**Our** aim is to provide a first class standard of service at all times. If **You** feel that **You** have been let down and **You** wish to raise a complaint relating to the sale of the Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** on 01204 567 480 or in writing to Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW.

**Our** staff will attempt to resolve **Your** complaint immediately. Where this is not possible, **We** will acknowledge **Your** complaint within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. **We** will aim to issue a final response letter within 8 weeks of receipt, if this is not possible **We** will write to **You** to explain. Upon receipt of the letter, if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

**Please read your policy document carefully and keep it in a safe place**

BDElite Ltd. is registered in England, No. 7636844. Registered office: Deakins Park, Deakins Mill Way, Egerton, Bolton, BL7 9RW. BDElite Ltd. is a subsidiary and Appointed Representative (firm reference number 552558) of Broker Direct Plc which is authorised and regulated by the Financial Conduct Authority (firm reference number 307607). In England and Wales, BDElite Ltd. is regulated by the Claims Management Regulator in respect of regulated claims management activities (authorisation number CRM28131). Regulatory registrations are recorded on the websites [www.fca.org.uk](http://www.fca.org.uk) and [www.claimsregulation.gov.uk](http://www.claimsregulation.gov.uk) respectively. The insurance cover is underwritten by Financial and Legal Insurance Company Ltd. who are registered in England, No. 03034220. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under number 202915.