



Qdos legal expenses insurance policy

Arranged by Qdos Broker & Underwriting Services Limited with UK Underwriting Limited on behalf of:
AXA Insurance UK plc, Registered in England No. 78950.
Registered Office: 5 Old Broad Street, London EC2N 1AD.

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Summary of Cover

Standard cover

- Section 1 Employment disputes
- Section 2 Employment awards
- Section 3 Health and safety prosecutions
- Section 4 Tax enquiries and disputes
- Section 5 Criminal prosecutions
- Section 6 Statutory licence protection
- Section 7 Jury service
- Section 8 Property protection
- Section 9 Data protection
- Section 10 Personal injury
- Section 11 Disputes with landlords

Enhanced cover (standard cover plus the following sections)

- Section 12 Contract disputes
- Section 13 Debt recovery
- Section 14 Restrictive covenants
- Section 15 Motor disputes
- Section 16 Insolvency fees

The Cover

(Words shown in *italics* are explained in the Definitions section of this policy wording)

The *insurer* will indemnify the *policyholder* against *legal expenses* incurred by the *appointed consultant* when undertaking work on the *policyholder'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*.

Section 1 Employment disputes

The defence of any *legal proceedings* arising from a dispute with an employee, ex-employee, prospective employee or a person claiming employment rights, relating to:

- a) A contract of employment, or an alleged contract of employment, with the *policyholder*.
- b) Actual or alleged breaches of their statutory rights under employment legislation.

Exclusions specific to section 1

The *insurer* will not pay any *claims* arising from or relating to:

Any dispute where the *policyholder* has failed to contact the Legal Advice Line for advice and guidance and followed such advice and guidance where circumstances have arisen which might give rise to a *claim*, or any dispute arising from the dismissal of an employee where such dismissal has taken place without the prior authority of the Legal Advice Line.

Section 2 Employment awards

Reimbursement of a basic or compensatory award ordered to be paid by an employment tribunal or reimbursement of any out of court settlement, provided the *insurer* has given prior written consent.

Exclusions specific to section 1 and section 2

The *insurer* will not pay any *claims* arising from or relating to:

1. Any benefit due under a contract of employment.
2. Any payment due in respect of redundancy.
3. Any award made under the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970.
4. Any compensatory award made against the *policyholder* relating to or arising from:
 - a) Trade union activities including membership or non membership.
 - b) Pregnancy, maternity or paternity rights.
 - c) Acts of discrimination on the part of the *policyholder*.
6. Any award made because of the *policyholder's* failure to provide written reason for dismissal.
7. Any compensatory award specified in a re-instatement or re-engagement order.

8. 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.
9. Any award made as a result of the failure of the *policyholder* 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.
10. Any defence of an action for damages in respect of personal injury, including stress-related matters or loss of or damage to property.

Section 3 Health and 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 & Safety at Work etc Act 1974.
5. The Carriage of Dangerous Goods Regulations provided that the *policyholder* is contracted to the *appointed consultant* to provide a Dangerous Goods Safety Adviser as requested by the transport of Dangerous Goods (Safety Advisers) 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.

Section 4 Tax enquiries and disputes

A full enquiry by HM Revenue & Customs (HMRC) into the *policyholder's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which includes a request to examine all the *policyholder's* books and records, including *legal expenses* incurred in respect of preparation and representation of the *policyholder* at a HMRC Commissioners' Hearing.

Fees incurred in respect of any challenge in writing HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance review by HMRC into the operation of PAYE, including *legal expenses* incurred in respect of preparation and representation of the *policyholder* at a HMRC Commissioners' Hearing.

An appeal, including the local review procedure, to a VAT and duties tribunal, against an assessment or written decision issued by HMRC relating to the *policyholder's* VAT affairs.

Exclusions specific to section 4

The *insurer* will not pay *legal expenses* arising from or relating to:

1. Any tax avoidance scheme undertaken by the *policyholder*.
2. An aspect enquiry by HMRC which is limited to one or more specific aspects of the *policyholder's* self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all the *policyholder's* books and records.
3. An enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or enquiry by the Investigations Division, the Board's Investigation Office or the Special Compliance Offices of HMRC.
4. Any dispute or enquiry that commenced prior to the inception of this policy.
5. Any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or enquiry arising.
6. The *policyholder's* actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent is shown the *insurer* shall be entitled to recover such indemnity as it has actually provided.
7. Any issue of law practice or procedure not directly connected with the particular enquiry or dispute which is the subject of the *claim*.
8. Any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under enquiry.
9. Any *claim* arising from an enquiry into a *policyholder's* tax return or an amendment to a *policyholder's* tax return or any other statutory return that was not submitted within the statutory time limits. In order for the statutory return to be regarded as having been submitted within the statutory time limits, HMRC must have deemed this to be the case and the filing date must not allow HMRC the right to extend their enquiry window beyond the normal time limit of 12 months after the due filing date. Where an amendment to a *policyholder's* tax return or an amendment to any other statutory return is submitted within the 12 months after the due filing date and HMRC execute an enquiry into the return within that 12 months period then this exclusion will not apply.
10. Any criminal prosecution.
11. Any dispute or enquiry where dishonesty, fraud or fraudulent intent is alleged unless, at the culmination of such dispute or enquiry, it is proved that the *policyholder* was found not guilty of dishonesty, fraud or fraudulent intent.

Section 5 Criminal prosecutions

The defence of any *legal proceedings* in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission alleged to have been carried out during the *period of insurance*.

Exclusions specific to section 5

The *insurer* will not pay *legal expenses* arising from or relating to:

1. Any *legal proceedings* relating to a *policyholder* being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
2. Any alleged deliberate or intentional act unless the charges are dismissed or the *policyholder* is acquitted.
3. Any proceedings, which do not relate to the business activities of the *policyholder*.

Section 6 Statutory licence protection

An appeal or representation to the relevant statutory or regulatory licence protection authority, court, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of the *policyholder's* licences.

Exclusions specific to section 6

The *insurer* will not pay *legal expenses* arising from or relating to:

Any *claim* relating to an original application for renewal or in respect of which an appeal or representation was made in the 12 months immediately preceding the inception of this insurance except in the case of a renewal or continuation of existing insurance arrangements.

Section 7 Jury service

The income, salary or wages of the *policyholder* or any director of, partner in or employee of the *policyholder*, 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 £100 per day and limited to a maximum of £1,000 for any one *claim*.

Exclusions specific to section 7

The *policyholder* will not pay *legal expenses* arising from or relating to:

1. 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.
2. The first 5 days of jury service.

Section 8 Property protection

Any civil action relating to material property, owned by the *policyholder* or for which the *policyholder* is responsible, arising out of:

- a) An alleged or actual negligent act or omission of, or
- b) Any nuisance, trespass or criminal damage by a third party, which causes or could cause physical damage to such property or pecuniary loss to the *policyholder*.

Section 9 Data protection

The defence of any civil proceedings brought against the *policyholder* for compensation under Section 13 of the Data Protection Act 1998 provided that the *policyholder* is already registered with the Data Protection Commissioner.

Exclusions specific to section 9

The *insurer* will not pay *legal expenses* arising from or relating to:

Any legal action concerning the grant and/or execution of a warrant of entry.

Section 10 Personal injury

The pursuit of *legal proceedings* to recover damages for death of or bodily injury to the *policyholder* or any director of, partner in or employee of the *policyholder*.

Exclusions specific to section 10

The *insurer* will not pay *legal expenses* arising from or relating to:

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 11 Disputes with landlords

The pursuit or defence of *legal proceedings* between the *policyholder* and its landlord under the terms of a lease, licence or tenancy agreement applying to the business premises of the *policyholder*.

Exclusions specific to section 11

The *insurer* will not pay *legal expenses* arising from or relating to:

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 *policyholder* and his landlord.
2. The renewal of the lease, licence or tenancy agreement between the *policyholder* and his landlord or any dispute arising during a rent review period.

Section 12 Contract cover

The pursuit or defence of *legal proceedings* arising from a dispute with a customer or supplier in respect of a contract with that customer or supplier for the sale, purchase, hire or supply of goods or services. The amount in dispute must exceed £1,000.

Exclusions specific to section 12

The *insurer* will not pay *legal expenses* arising from or relating to:

1. An undisputed debt owed to the *policyholder*.
2. Any dispute arising during the first 3 months 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 13 Debt recovery

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:

- a) The amount in dispute exceeds £500.
- b) The *insurer* is notified of the *claim* within 3 months of the debt becoming due and payable.
- c) The *policyholder* has exhausted all reasonable credit control and accounting procedures.
- d) The *policyholder* agrees to appoint *our* nominated debt recovery service as the *appointed consultant*.
- e) The *insurer* has the right to select the method of enforcement.
- f) The *insurer* is satisfied that the defendant has sufficient assets to satisfy any judgment debt.
- g) The number of *claims* that can be notified during the *period of insurance* is limited to 5.

Exclusions specific to section 13

The *insurer* will not pay *legal expenses* arising from or relating to:

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 14 Restrictive covenants

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 15 Motor disputes

The pursuit or defence of *legal proceedings* between the *policyholder* and a customer or supplier in respect of a contract for the sale, purchase, hire, lease, hire purchase, service, repair or test of a motor vehicle owned by the *policyholder* or for which the *policyholder* is legally responsible.

The pursuit of *legal proceedings* by the *policyholder* to recover damages, including damages for personal injury, suffered by the *policyholder* any director of, partner in or employee of the *policyholder*, following a road traffic accident, provided that the motor vehicle in which the director of, partner in or employee of the *policyholder* was travelling was properly insured as required by law.

Exclusions specific to section 15

The *insurer* will not pay *legal expenses* arising from or relating to:

1. Any criminal prosecution relating to the ownership or use of a motor vehicle.
2. Any dispute arising during the first 3 months of the first *period of insurance*.

Section 16 Insolvency fees

Payment of the fees of an insolvency practitioner acting as an insolvency office holder who has been appointed following the insolvency of the *policyholder* where there are insufficient assets of the *policyholder* to meet such costs.

Cover is limited to a maximum of:

Personal Insolvency
50% of Nominees Fees in a Voluntary Arrangement
Limited Company Insolvency
Maximum of £10,000
Excess of £1,500

Exclusions specific to section 16

The *insurer* will not pay *legal expenses* arising from or relating to:

1. A bankruptcy.
2. A compulsory liquidation.
3. An insolvency involving of a *policyholder* who is outside the *territorial limits* of England & Wales.
4. The payment of fees to an insolvency practitioner not approved by the *insurer*.
5. The *insurer* will not pay the fees of the insolvency practitioner where there is an indication that the directors or proprietors of the *policyholder* have acted illegally.

General conditions

1. The policyholder's responsibilities

The *policyholder* 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 *policyholder'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 *policyholder* must:

- a) Observe the terms and conditions of this insurance.
- b) Try to prevent any incident that may give rise to a *claim*.
- c) Take all reasonable steps to minimise the amount payable by the *insurer*.

2. Fraudulent *claims*

If any *claim* or statement made is in any respect overstated, false or fraudulent, the *insurer* will have the right to refuse to pay a *claim* or to void this insurance in its entirety.

3. Reporting a *claim*

The *insurer* should, as soon as possible but in any event within 90 days of the *time of occurrence*, 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 *policyholder* will be required to provide the names of any possible witnesses and details, produced at the *policyholder's* own expense, of any costs incurred prior to the *insurer* accepting the *claim*, including any action already taken.

4. Acceptance of a *claim*

The *insurer* is entitled to refuse to accept a *claim* or to continue to deal with a *claim* where in the *insurer's* opinion the *policyholder* has not disclosed any material information to the *insurer* or the *policyholder* has failed to provide the *insurer* or the *appointed consultant* with all relevant information and/or supporting evidence. The *insurer* is also entitled to refuse to accept a *claim* or to continue to deal with a *claim* when, in the *insurer's* opinion, or that of the *appointed consultant*, it is believed that there are no reasonable grounds for pursuing *legal proceedings* or that there are no reasonable prospects of achieving the result for which *legal proceedings* are contemplated.

The *insurer* may, at any time, require the *policyholder* to obtain at their own expense an opinion from Counsel as to the merits of *legal proceedings*. The *insurer* will then pay, within the limit applicable to the *claim*, the cost of obtaining the opinion if it indicates that there are reasonable grounds for pursuit or defence of the *legal proceedings*. If the *insurer* refuses to accept a *claim*, or to continue to indemnify the *policyholder*, the *insurer* will give their reason(s) in writing to the *policyholder*.

The *insurer* may decide to settle the *claim* made by the *policyholder* by means of a payment in lieu of pursuing *legal proceedings* where, in the *insurer's* opinion, to do so would be a more economical solution to the *claim*.

5. Legal representation

When the *insurer* accepts a *claim* they will tell the *policyholder* the name and address of the *appointed consultant*. That person will not become the *appointed consultant* until the *insurer* confirms in writing that they have accepted the *claim*. If the *insurer* agrees to the commencement of *legal proceedings* then the *policyholder* has the right to nominate an *appointed consultant* from the time at which *legal proceedings* are commenced. This must be done by sending to the *insurer* the name and address of the nominated consultant prior to the commencement of any *legal proceedings*. The attention of the *policyholder* is drawn to General Condition 1 c) if the *insurer* and the *policyholder* do not agree about the choice of the *appointed consultant*, both parties may agree in writing to choose a second suitably qualified person to decide the matter. In the event of a *policyholder* choosing to nominate an *appointed consultant*, the *insurer* reserves the right to limit the amount of the hourly charging rate applied by the nominated representative to that normally allowed by the county court or court of criminal jurisdiction nearest to the nominated representative's office having conduct of the *claim*. In which case the *policyholder* will be liable for any part of the hourly charging rate not covered.

6. Control of the *claim*

All information, evidence and documents relating to the *legal proceedings* must be provided at the *policyholder's* own expense, to the *appointed consultant* when requested and the *policyholder* must meet with the *appointed consultant* when requested. The *policyholder* must keep the *appointed consultant* regularly informed of all developments and co-operate fully in all respects. The *insurer* must have direct access to the *appointed consultant* at all times. The *policyholder* must provide the *appointed consultant* with any instructions required by the *insurer*, including the supply of any documents or any other information required by the *insurer*. The *insurer* is entitled to require the *policyholder* to immediately provide all information, evidence, legal advice and documents relating to *legal proceedings* in the possession or custody of the *policyholder* or the *appointed consultant*. The *policyholder*, directly or via the *appointed consultant*, must inform the *insurer* immediately in writing if anyone offers to settle the *legal proceedings*.

7. Payment under this policy

If any offer is made to settle the *legal proceedings* for which insurance has been provided which equals or exceeds the total damages (including any interest) eventually recovered by the *policyholder*, the *insurer* will have no liability in respect of *legal expenses* incurred after such an offer has been made and refused unless the *insurer* has given their written agreement to the continuation of the *legal proceedings*. When requested by the *insurer* the *policyholder* must instruct the *appointed consultant* to have the *legal expenses* assessed or audited by the relevant court or tribunal. All accounts, orders or awards of a court or tribunal for *legal expenses* to be paid under this insurance must be submitted to the *insurer* promptly following receipt of the relevant accounts, orders or awards of a court or tribunal for *legal expenses* to be paid under this insurance. Payment will be made direct to the *appointed consultant*, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal. If the *policyholder* withdraws from the *legal proceedings* without the agreement of the *insurer* cover will cease immediately and the *insurer* will be entitled to be reimbursed for any *legal expenses* previously agreed or paid to the *appointed consultant* on behalf of the *policyholder* in respect of such *legal proceedings*.

8. Recoveries

The *insurer* reserves the right to take proceedings in the *policyholder's* name, at the *insurer's* own expense and for the *insurer's* own benefit, to recover any payment the *insurer* has made under this insurance to anyone else. If a *policyholder* recovers any *legal expenses* previously paid by the *insurer* from any other party, such *legal expenses* must immediately be repaid to the *insurer*.

9. Arbitration

Any dispute or difference of any kind between the *insurer* and the *policyholder* 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 or the Bar Council. The arbitrator's decision will be final and binding on all parties.

10. Assignment

This policy of insurance is between and binding upon the *insurer* and the *policyholder* and their respective successors in title, but the policy may not be otherwise assigned by the *policyholder* without prior written consent.

11. 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.

12. Governing law

This insurance is governed by English law.

General exclusions

The *insurer* will not pay *legal expenses* arising from or relating to:

1. An *insured event* reported more than 90 days after its *time of occurrence*.
2. An *insured event* reported outside the *period of insurance*.
3. Fees, costs and disbursements incurred prior to the written acceptance of a *claim*.
4. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. *Legal expenses* arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.
6. *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:
 - 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, or explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
7. *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 recognise, interpret or process any data as its true calendar date.
8. Disputes relating to written or verbal remarks, which damage the *policyholder's* reputation.
9. Causes of action intentionally brought about by the *policyholder*.
10. Any *claim* which, in the *insurer's* opinion, or the *appointed consultant's* opinion, is believed not to have reasonable prospects of achieving the result for which *legal proceedings* are contemplated.
11. *Legal expenses* incurred before the *insurer* agrees to pay them or where the *policyholder* pursues or defends a case without the agreement of the *insurer* or in a different manner to or against the advice of the *appointed consultant* or fails to give proper instructions in due time to the *insurer*, *appointed consultant* or to counsel or other persons instructed by the *appointed consultant* or where the *appointed consultant* refuses to act on behalf of the *policyholder* 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*.
12. Any *claim* where the *policyholder*, 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 consultant* or withdrawing from the case.
13. *Legal expenses* which can be recovered by the *policyholder* 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.
14. Fines, damages or other penalties, which the *policyholder* is ordered to pay by a court or other authority.
15. *Legal expenses* relating to any judicial review whether within the *territorial limits* or not.
16. Any *claim* for *legal expenses* when the *policyholder* 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 *policyholder's* affairs or property are in the care or control of a receiver or an administrator with the exception of a *claim* made in respect of Section 16 Insolvency Fees.
17. Any dispute with the *insurer* or Qdos Broker & Underwriting Services Limited.
18. Please note that the rights conferred by the Third Parties (Rights Against Insurers Act) 1930 are specifically excluded from applying to this policy.

Making a *claim*

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

Qdos Broker & Underwriting Services Limited
Legal Fees Claims Department
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY
Telephone: 0845 612 0880 Facsimile: 01455 841000

Once details of the *claim* have been sent to *Qdos Broker & Underwriting Services Ltd* and it has been accepted, they will appoint one of their panel solicitors, or other suitably qualified and experienced persons from their panel to act on *your* behalf.

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 Managing Director of *Qdos Broker & Underwriting Services Ltd*. The contact details are:

Managing Director
Qdos Broker & Underwriting Services Ltd
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY
Tel: 01455 850000 Facsimile: 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 Claims Manager
UK Underwriting Ltd
2 Gibraltar House
Bowcliffe Road
Leeds
LS10 1HB

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 but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 0845 080 1800 Facsimile: 020 7964 1001

Please note you have 6 months from the date of our final response in which to refer to your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

Compensation scheme

AXA Insurance UK PLC is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the *claim*. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the *claim*. You can get more information about compensation scheme arrangements from the FSCS.

Definitions

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

Appointed consultant

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 *policyholder* in accordance with the terms of this Policy.

Claim

A request for payment of *legal expenses*.

Coverholder

The firm nominated on the Master Policy Schedule, as approved by the *insurer*, who arranges, manages or introduces this insurance on the *policyholder's* behalf.

Insured event

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

Policyholder

The company, firm, partnership, association, individual or any other entity that has paid the appropriate premium, declared by the *coverholder* for inclusion in this Policy.

Insurer

UK Underwriting Limited on behalf of AXA Insurance UK plc.
UK Underwriting Ltd are an insurers agent and in the matters of a *claim* act on behalf of the *insurer*.

Legal expenses

Legal and accountant's fees, costs, disbursements and other professional charges in connection with *legal proceedings* which the *insurer* has agreed to fund

reasonably and necessarily incurred by the *appointed consultant* or incurred by other parties in civil cases if a *policyholder* has been ordered to pay them or pays them with the prior agreement of the *insurer*.

Legal proceedings

The pursuit or defence of *legal proceedings* in a court of suitable jurisdiction made by or brought against the *policyholder*, 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*.

Period of insurance

The master period for which the *insurer* has agreed to provide this insurance on a scheme basis as shown on the Master Policy Schedule or the period incepting within the master period for which the *insurer* has agreed to provide this insurance for the individual *policyholder* as shown on the Summary of Cover or membership confirmation issued to the *policyholder*.

Qdos Broker & Underwriting Services Limited

Qdos Broker & Underwriting Services Limited which manages *claim* settlements on behalf of the *insurer* and to whom any notification of *claim* must be made. Also an insurance intermediary who has been delegated the authority to bind cover by the *insurer*.

Territorial limits

England, Wales and Scotland.

Time of occurrence

In civil cases the time at which the cause of action occurred or commenced, whichever is the earlier in time; and in criminal cases the time at which the *policyholder* commenced or is alleged to have commenced to violate the criminal law in question.