



Property Owner Legal Protection

Policy Wording



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CONTRACT OF INSURANCE

Introduction

Thank you for purchasing Property Owner Legal Protection Insurance from Legal Protection Group Limited.

This insurance will provide assistance to pursue or defend **your** legal rights in a range of common legal disputes affecting **your** property owning business including:

- Disputes with employees
- Health and Safety or criminal prosecutions
- Damage caused to **your** premises and **let property**
- Pursuit of claims following death or personal injury
- Appeals against the loss of **your** licence to trade
- Recovery of outstanding debts
- Access to 24-hour helpline services
- Restrictive covenant disputes
- Nuisance or trespass
- HMRC investigations into **your** tax affairs
- Jury service and witness expenses
- Contractual disputes with suppliers or customers
- Disputes with **your tenant** or **guest** relating to **your let property**

This is **your** Property Owner Legal Protection policy document and it provides evidence of the contract between **you** and the **insurer**.

This document forms part of **your** policy, along with any attaching schedule, endorsement or, where applicable, a completed proposal form. Together these documents will give **you** full details of **your** cover, which **insured incidents** are in force and the obligations between **you** and **us** and the **insurer**.

Important note: please also refer to the legal advice requirements for cover to apply under insured incident 2 – Employment Compensation Awards.

Please carefully read all documents and contact the person who sold **you** this insurance if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the person who sold **you** this insurance of any inaccuracies or changes as soon as possible as failure to do so could adversely affect the terms of this insurance, including invalidating this policy or claims being rejected or not fully paid.

Please keep all documents in a safe place in the event **you** need to refer to its terms and conditions, use the **Helpline Services** or make a claim.

Our obligation to you

In return for **you** paying or agreeing to pay the premium:

- a)** **we** will provide the cover and benefits shown in **your** schedule and detailed in this policy wording, subject to its terms, exclusions, conditions and any endorsements; and
- b)** the **insurer** will pay **adviser's costs and expenses** and/or awards of compensation and/or jury service and witness expenses, up to the **limit of indemnity** for any one **insured incident** and, where applicable, subject to the **annual aggregate limit**.

Provided that:

- (i)** *the **insured incident** arises from **your business activity** and happens in the **territorial limit**;*
- (ii)** *the **date of occurrence** of the **insured incident** is within the **period of insurance**;*
- (iii)** *the **insured incident** always has **reasonable prospects of success** which must be present throughout the duration of an **insured person's claim**; and*
- (iv)** *any proceedings or other methods **we** agree to resolve an **insured person's claim** are dealt with by a court or other body within the **territorial limit**.*

Legal Protection Group Limited and Legal Claims Group Limited Head and Registered Office

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales. Legal Protection Group Limited company number 10096688. Legal Claims Group Limited company number 11033103. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Somerset Bridge Insurance Services Limited (firm reference number 477112). Somerset Bridge Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

This Property Owner Legal Protection Insurance is underwritten by Alwyn Insurance Company Limited (the **insurer**). Further information concerning the **insurer** can be found in the **General information** section of this policy.

Helpline Services

You have access to the **Helpline Services** listed below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged (this does not apply to the **Counselling Helpline**).

If **you** need to use the **Helpline Services**, please quote **your** policy number, LPGBTE165.

To help **us** monitor and improve service standards, all calls are recorded, other than those to the **Counselling Helpline**.

Commercial Legal Advice Helpline

Provides **you** with confidential telephone legal advice on commercial legal matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the commercial legal advice helpline, please call **0344 840 6345**.

Commercial Tax Advice Helpline

Provides **you** with confidential telephone advice on commercial tax matters subject to the laws of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

To use the commercial tax advice helpline, please call **0344 840 6345**.

Counselling Helpline

Provides **your employees** and any members of their family who permanently live with them with a confidential telephone counselling service on matters causing distress. This includes onward referral to relevant voluntary or professional services who may be able to provide further support.

Access to the telephone counselling helpline is covered by this insurance. However, any costs incurred in using these onward referral services are not covered.

To use the counselling helpline, please call **0344 840 6344**.

Using the **Helpline Services**, where obtaining legal or tax advice, does not constitute notification of a claim. Please refer to the **What to do if you need to make a claim** section described on **page 5**.

We cannot be held responsible if any of the **Helpline Services** become unavailable for reasons outside of **our** control.

What to do if you need to make a claim

If an **insured person** is involved in a legal dispute which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone **our** dedicated claims reporting line on **0344 840 6345** which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please quote **your** policy number, LPGBTE165.

Please note the following important information:

- a) An **insured person** must report their claim to **us** on **0344 840 6345** as soon as the **insured person** becomes aware of any circumstances which could give rise to a claim under this insurance. **You** will need to provide confirmation that any other **insured person** has **your** authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with suppliers, copies of tenancy agreements, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. **We** may also ask an **insured person** to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims-occurred insurance which means that claims are only covered where the **date of occurrence** (usually the originating cause of the dispute) arises during **your period of insurance**. All claims must be reported to **us** within 180 days of the **date of occurrence** or **we** will not be able to assist with the claim (please refer to **General exclusions applying to the whole policy 1**).
- d) **We** will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to **General exclusions applying to the whole policy 2**).
- e) Under no circumstances should an **insured person** instruct their own lawyer, accountant or legal representative or incur any costs before **we** have accepted the claim as the **insurer** will not pay any costs incurred without **our** agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where **our** chosen **appointed adviser** cannot act for an **insured person** as to do so would breach their professional code of conduct), **we** will appoint **our** own **appointed adviser** to act on the **insured person's** behalf if **we** accept their claim.
- f) **We** will always choose the **appointed adviser** in any claim where the **insurer** is liable to pay a compensation award (this means **we** will always choose the **appointed adviser** for any claim arising under **insured incidents 1 Employment Disputes, 2 Employment Compensation Awards and 4 d) Data protection breaches**).
- g) Once all relevant information has been received, an assessment of an **insured person's** claim will be conducted and **we** will let the **insured person** know if **we** can help. Please note that **reasonable prospects of success** must be present throughout the duration of any claim and cover could be withdrawn if at any stage **reasonable prospects of success** no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If **we** are unable to cover an **insured person's** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at the **insured person's** expense) to help achieve a successful outcome.

Meaning of words and terms

The following words or phrases have the same meaning wherever they appear in this policy document:

adviser's costs and expenses	<p>a) Reasonable and necessary costs, fees and disbursements chargeable by the appointed adviser which have been agreed by us in accordance with our standard adviser's terms of appointment.</p> <p>b) Costs and disbursements incurred by the other party in civil cases if an insured person is ordered to pay them or pays them with our agreement.</p>
annual aggregate limit	The most the insurer will pay is £1,000,000 in any one period of insurance for awards of compensation or sums agreed by us under insured incident 2 Employment Compensation Awards .
appointed adviser	The law firm, accountant or other suitably qualified person appointed by us to act on an insured person's behalf, under the terms and conditions of this insurance and in accordance with our standard adviser's terms of appointment .
business activity	The activities carried out by you , as shown in your schedule.
commercial tenancy agreement	A written legally binding agreement, between you and the tenant , to use your let property for non-residential purposes. This agreement must contain an enforceable forfeiture clause.
date of occurrence	<p>a) For civil cases (other than those specified under c), d) and e) below) – this is the date of the incident or event which leads to a claim. Where there is more than one incident or event arising at different times from the same originating cause, this will be the date of the first incident or event (this will be the date the incident or event happened, which may be before an insured person first became aware of it).</p> <p>b) For criminal cases – this is the date an insured person first began, or is first alleged to have begun, to break the law.</p> <p>c) For insured incident 4 f) Appealing against a Statutory Notice – this is the date you are served with the relevant Statutory Notice and have the right to appeal.</p> <p>d) For insured incident 6 a) HMRC Tax Enquiries – this is the date HMRC or the relevant authority first notifies you of its intention to carry out an examination into your income tax or corporation tax return.</p> <p>e) For insured incidents 6 b) Employers' Compliance Disputes and 6 c) VAT Disputes – this is the date the dispute arises during the period of insurance, following the issue of an assessment, written decision or notice of a civil penalty.</p>
employee	Any individual contracted to work for you under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under your supervision.
guest	The person(s) named in the holiday home let who occupies or has occupied your let property .
holiday home let	A written and legally binding agreement, between you and a guest , to occupy your let property as holiday accommodation for leisure purposes. This agreement must contain an enforceable termination clause and must not exceed a period longer than three months.
insured incident	An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where we have agreed to provide cover under the terms and conditions of this insurance.
insured person	<p>a) You, and at your request;</p> <p>b) your directors, partners, managers and employees; and</p> <p>c) any individuals declared to us by you.</p>
insurer	Alwyn Insurance Company Limited.
let property	The property or properties, declared to us and which is/are: <p>a) owned by you or are your responsibility;</p> <p>b) let under a commercial tenancy agreement, a residential tenancy agreement or a holiday home let; and</p> <p>c) located in the United Kingdom of Great Britain and Northern Ireland.</p>
limit of indemnity	The most the insurer will pay for any one insured incident (including any subsequent appeal agreed by us) is £250,000.
period of insurance	The period of time covered by this policy as shown in your schedule and any further period(s) this insurance is renewed for.

Meaning of words and terms (continued)

The following words or phrases have the same meaning wherever they appear in this policy document:

<p>reasonable prospects of success</p>	<p>For each insured incident there must always be more than a 50% chance that an insured person will:</p> <ul style="list-style-type: none"> a) recover any losses or damages; b) successfully defend a claim or prosecution; c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution; d) succeed in enforcing a judgment or obtaining a legal remedy which we have agreed to; or e) make a successful appeal or defence of an appeal. <p>In all cases we or a suitably qualified expert acting on our behalf will assess whether reasonable prospects of success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.</p>
<p>residential tenancy agreement</p>	<p>A written legally binding agreement, containing an enforceable termination clause, between you and the tenant to occupy your let property:</p> <ul style="list-style-type: none"> a) which is let under an assured shorthold tenancy, a short assured tenancy or an assured tenancy as defined by the Housing Act 1988 (updated and amended by the Housing Act 1996) or the Housing (Scotland) Act 1988 or a private residential tenancy (as defined in the Private Housing (Tenancies) (Scotland) Act 2016); or b) which is let under the Private Tenancies (Northern Ireland) Order 2006; or c) which is let to a limited company or business partnership for residential use by their employees.
<p>standard adviser's terms of appointment</p>	<p>A separate agreement we require an appointed adviser to enter into with us. This agreement sets out the appointed adviser's responsibilities and the amounts the insurer will pay the appointed adviser in respect of an insured incident.</p>
<p>tenant</p>	<p>The person(s) or business named in the commercial tenancy agreement or residential tenancy agreement who occupies or has occupied your let property.</p>
<p>territorial limit</p>	<ul style="list-style-type: none"> a) For insured incidents 4 a) Pre-charge, 4 b) Criminal prosecutions, 7 Personal Injury, 10 Contract Disputes and 11 Recovery of Undisputed Debts – the European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Norway and Switzerland. b) For insured incident 12 – Commercial and Residential Let Property Disputes – the United Kingdom of Great Britain and Northern Ireland. c) For all other insured incidents – the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
<p>vacant possession</p>	<p>The date on which your let property is surrendered by the tenant either by returning the keys, abandoning your let property or when the tenant is evicted from your let property through a court process.</p>
<p>we, us, our</p>	<ul style="list-style-type: none"> a) Legal Protection Group Limited, who administer and manage this insurance on behalf of the insurer. b) Legal Claims Group Limited, who administer all claims under this insurance on behalf of the insurer.
<p>you, your</p>	<ul style="list-style-type: none"> a) The business, partnership or individual who has purchased this insurance and is named in the schedule. b) Any subsidiary or associated companies declared to us. <p>Both a) and b) must be entities which are registered and located in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.</p>

Insured incidents

Insured incident 1 – Employment Disputes

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses to defend you in a dispute with a current, former or prospective employee, or an individual who alleges they are employed by you, following a breach or alleged breach by you of:</p> <p>a) a contract of employment or alleged contract of employment; and/or</p> <p>b) employment legislation.</p> <p><i>Please note that we will only consider a claim once a legal dispute exists and we do not provide representation throughout any internal disciplinary or grievance procedures which are conducted between you and an employee.</i></p>	<p>(i) Unless you had continuous equivalent legal expenses insurance which expired immediately before the first period of insurance, any claim:</p> <p>a) where the date of occurrence arises within the first 90 days of the first period of insurance;</p> <p>b) where the date of occurrence arises within the first 180 days of the first period of insurance for any dispute:</p> <p>a. relating to redundancy or alleged redundancy or unfair selection for redundancy;</p> <p>b. with an employee who was subject to a formal or informal (written or oral) warning up to 180 days before the period of insurance.</p> <p>(ii) disputes arising solely from personal injury.</p>

Insured incident 2 – Employment Compensation Awards

What you are covered for	What you are not covered for
<p>Where we have accepted your claim under insured incident 1 Employment Disputes, the insurer will pay, subject to the annual aggregate limit:</p> <p>a) Basic Awards, Compensatory Awards and/or compensation for breaches of employment legislation which have been awarded against you by a court or tribunal; or</p> <p>b) a sum we have agreed to settle the dispute which we have considered to be reasonable and proportional.</p> <p><i>Please note that at all times you must have sought and followed the advice given by our Commercial Legal Advice Helpline in the following circumstances:</i></p> <ul style="list-style-type: none"> • <i>throughout the dispute in all cases relating to performance and conduct or a breach of statutory duty under employment legislation;</i> • <i>before commencing any redundancy process or procedure.</i> <p><i>Failure to seek and follow our advice and guidance in these instances will result in the insurer not paying an award of compensation or any sums to settle the dispute.</i></p>	<p>(i) Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.</p> <p>(ii) Redundancy payments or monies due or payable under a contract of employment, service agreement or related document or from any related, implied or incorporated terms of a contract of service.</p> <p>(iii) Any awards or increased awards following your failure to comply with a current or previous recommendation of a court or tribunal or failure to comply with reinstatement or re-engagement orders.</p> <p>(iv) Awards of compensation relating to statutory rights under occupational pension schemes.</p> <p>(v) Awards of compensation due to your failure to pay the National Minimum Wage.</p>

Insured incidents (continued)

Insured incident 3 – Breach of Restrictive Covenant

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue your legal rights in a dispute with a current or former employee following their breach of a restrictive covenant expressly incorporated into their contract of employment with you which places restrictions on that current or former employee:</p> <ul style="list-style-type: none">• working for a direct competitor of you in a similar role or setting up as a direct competitor to you;• contacting your current customers or suppliers with the intention of taking their business from you;• contacting your current employees with the intention of hiring them to work for a direct competitor of you. <p><i>Please note that the restrictive covenant must have been designed to reasonably and fairly protect your legitimate business interests and must not contain any restrictions for periods longer than 12 months.</i></p>	

Insured incident 4 – Defence of Legal Rights

Part 1 – Defending an insured person

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses to defend an insured person’s legal rights (only upon your request) following an event arising from your business activity which leads to:</p> <p>a) Pre-charge an insured person being interviewed by the Police or other authority with the powers to prosecute where the insured person is suspected of committing a criminal offence;</p> <p>b) Criminal prosecutions an insured person being prosecuted in a criminal court;</p> <p>c) Professional or regulatory body disciplinary hearings a formal investigation or disciplinary hearing brought against an insured person by a regulatory or professional body;</p> <p>d) Data protection breaches civil action taken against an insured person by a data subject for compensation following a breach of the Data Protection legislation which is directly applicable in the United Kingdom for the holding, loss or unauthorised disclosure of personal data, including a compensation award the insured person is ordered to pay under the Data Protection legislation which is directly applicable in the United Kingdom for the holding, loss or unauthorised disclosure of personal data;</p> <p>Please note that:</p> <p><i>(i) where required to do so, you must have registered your organisation as a data controller with the Information Commissioner’s Office, or paid the relevant Data Protection registration fee and have a valid registration, before the breach or alleged breach occurred;</i></p> <p><i>(ii) there is no cover for any fines or penalties levied by the Information Commissioner’s Office or by any other criminal or regulatory body (please refer to General exclusions applying to the whole policy 4).</i></p>	<p>Any claim relating to:</p> <p>(i) an insured person using or driving a motor vehicle;</p> <p>(ii) any investigation conducted by or on behalf of HMRC <i>(this exclusion applies to insured incident 4 a) Pre-charge only);</i></p> <p>(iii) hacking, cyber-attack or computer virus which results in damage, loss, corruption or alteration of stored personal data <i>(this exclusion applies to insured incident 4 d) Data protection breaches only).</i></p>

Insured incidents (continued)

Insured incident 4 – Defence of Legal Rights (continued)

Part 2 – Defending you

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to defend your legal rights following an event arising from your business activity which leads to:</p> <p>e) Wrongful arrest defence civil action taken against you for wrongful arrest following an allegation of theft from your business premises;</p> <p>f) Appealing against a Statutory Notice an appeal against the imposition or terms of a Statutory Notice served on you by the relevant authority;</p> <p>g) Information Commissioner Officer (ICO) Appeals an appeal against the refusal of the ICO to register your application for registration.</p>	

Part 3 – Defending an employee

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to defend an employee's legal rights (only upon your request) following an event arising from your business activity which leads to:</p> <p>h) Unlawful discrimination civil action taken against an employee under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;</p> <p>i) Pension trustee defence civil action taken against an employee in their role as a trustee of a pension fund set up for the benefit of your employees.</p>	

Insured incidents (continued)

Insured incident 5 – Protecting Your Property

What you are covered for	What you are not covered for
<p>a) Nuisance and Trespass Adviser's costs and expenses to pursue or defend your legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by you or for which you are legally responsible (including your let property).</p> <p>Please note that:</p> <p>(i) where the claim relates to a dispute over the boundary of your land and/or buildings, you must be able to supply us with proof of where that boundary lies;</p> <p>(ii) where the claim relates to the eviction of squatters, in England, Wales and Scotland, squatting in a residential property is a criminal offence and in such circumstances you should first contact the Police for assistance.</p> <p>b) Damage to Property Adviser's costs and expenses to pursue your legal rights following an event which causes physical damage to:</p> <ul style="list-style-type: none"> land and/or buildings owned or occupied by you or for which you are legally responsible (including your let property); and/or material property owned by you for which you are legally responsible. <p>c) Service Occupancy Licences Adviser's costs and expenses to pursue your legal rights to recover possession of premises, owned by you or for which you are legally responsible, from a current or former employee.</p>	<p>Any claim relating to:</p> <p>(i) a dispute with the tenant, a guest or a contract you have entered into (<i>other than a service occupancy licence in respect of insured incident 5 c)</i>);</p> <p>(ii) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on your land and/or buildings by any government, public or local authority;</p> <p>(iii) any work carried out by, or under the order of, government, public or local authorities or their contractors (<i>unless the claim is for accidental physical damage to your land and/or buildings and/or material property</i>);</p> <p>(iv) motor vehicles owned or used by or hired or leased to an insured person;</p> <p>(v) goods in transit or goods lent or hired out;</p> <p>(vi) subsidence, heave, quarrying or mining activities.</p>

Insured incident 6 – Tax Investigations and Disputes

What you are covered for	What you are not covered for
<p>a) HMRC Tax Enquiries Adviser's costs and expenses to represent you in a tax investigation and a subsequent appeal following a formal notice issued by HMRC to carry out an examination into the whole or particular features of your Income Tax or Corporation Tax return.</p> <p>b) Employers' Compliance Disputes Adviser's costs and expenses to represent you in a dispute with HMRC following a formal expression of dissatisfaction with your compliance with Pay As You Earn, Social Security, National Insurance Contributions, IR35 or the Construction Industry Scheme legislation and regulations.</p> <p>c) VAT Disputes Adviser's costs and expenses to represent you in a dispute with HMRC following their issue of a written decision, assessment or statement of alleged arrears or notice of a civil penalty relating to your VAT affairs.</p> <p>Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.</p>	<p>Any claim relating to:</p> <p>(i) tax returns or accounts which contain negligent misstatements or omissions made by or on your behalf or where there has been a lack of reasonable care in the keeping of your business books and records;</p> <p>(ii) tax avoidance schemes;</p> <p>(iii) investigations conducted by HMRC's Specialist Investigations Unit or any investigation into alleged criminal activity, fraud or dishonesty arising from your business tax affairs;</p> <p>(iv) failure to register for VAT, PAYE or (where the regulations apply to you) the Construction Industry Scheme.</p>

Insured incidents (continued)

Insured incident 7 – Personal Injury

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses to pursue an insured person’s (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the insured person or family members who permanently live with them.</p> <p>Please note that:</p> <p><i>(i) we will only provide cover for an insured person (and members of their family who permanently live with them) at your request; and</i></p> <p><i>(ii) claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an insured person or to members of their family who permanently live with them.</i></p>	<p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.</p>

Insured incident 8 – Jury Service and Witness Expenses

What you are covered for	What you are not covered for
<p>The insurer will pay an insured person’s lost salary or wages for time taken off work to:</p> <p>a) perform jury service;</p> <p>b) attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an appointed adviser in respect of an insured incident under this policy.</p> <p>Please note that:</p> <p><i>(i) the insurer will only pay sums which cannot be recovered from the relevant court, tribunal or any other party, or sums which are not payable by you; and</i></p> <p><i>(ii) we will only provide this cover for an insured person if you request that we do so.</i></p>	<p>Any claim where an insured person cannot provide evidence of the extent of their lost salary or wages.</p>

Insured incident 9 – Statutory Licence Appeal

What you are covered for	What you are not covered for
<p>Adviser’s costs and expenses in an appeal to the relevant statutory or regulatory authority, court or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to you under statute or statutory instrument or by Government or Local Authority and which is required for you to carry out your business activity.</p> <p>Please note that we will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.</p>	<p>Any claim relating to the ownership, driving or use of a motor vehicle.</p>

Insured incidents (continued)

Insured incident 10 – Contract Disputes

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue or defend your legal rights in a dispute arising from a breach or alleged breach of a contract entered into by you for the purchase, sale, hire, hire purchase, lease or provision of goods or of services.</p> <p>Please note that:</p> <p>(i) <i>the amount in dispute must exceed £100 (including VAT);</i></p> <p>(ii) <i>if money is owed to you, all normal credit control procedures must be exhausted before you notify us of a claim;</i></p> <p>(iii) <i>if the other party has not contested liability, your claim will instead be considered under insured incident 11 Recovery of Undisputed Debts (if that cover is in force).</i></p>	<p>Any claim relating to:</p> <p>(i) unless you had continuous equivalent legal expenses insurance which expired immediately before the first period of insurance, a dispute where the date of occurrence arises within the first 90 days of the first period of insurance and where the contract was entered into prior to the first period of insurance;</p> <p>(ii) the sale or purchase of land or buildings (including your let property) or any commercial tenancy agreement, residential tenancy agreement, holiday home let or any other lease, tenancy or licence to occupy land or buildings (<i>other than a dispute with a professional adviser in connection with such matters</i>);</p> <p>(iii) disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement you have with a bank, building society or supplier of credit;</p> <p>(iv) motor vehicles owned or used by or hired or leased to you;</p> <p>(v) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;</p> <p>(vi) disputes with a current or former employee arising from an actual or alleged contract of employment;</p> <p>(vii) computer hardware, software, systems or services which have been custom-made by a supplier to your specific requirements;</p> <p>(viii) a breach or alleged breach of professional duty by an insured person or any error or omission in any advice given by an insured person.</p>

Insured incidents (continued)

Insured incident 11 – Recovery of Undisputed Debts

What you are covered for	What you are not covered for
<p>Adviser's costs and expenses to pursue your legal rights to recover money and interest due to you arising from a breach or alleged breach of a contract entered into by you for the sale, hiring or leasing out or provision of goods or of services.</p> <p>Please note that:</p> <ul style="list-style-type: none"> <i>(i) the debt must exceed £100 (including VAT);</i> <i>(ii) all normal credit control procedures must be exhausted before you notify us of a claim;</i> <i>(iii) we must be satisfied that the other party has the financial means to pay the debt before we agree to take further action to recover that debt;</i> <i>(iv) if the other party contests liability, your claim will instead be considered under insured incident 10 Contract Disputes (if that cover is in force).</i> 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> (i) unless you had continuous equivalent legal expenses insurance which expired immediately before the first period of insurance, a dispute where the date of occurrence arises within the first 90 days of the first period of insurance and where the contract was entered into prior to the first period of insurance; (ii) the sale or purchase of land or buildings (including your let property) or any commercial tenancy agreement, residential tenancy agreement, holiday home let or any other lease, tenancy or licence to occupy land or buildings; (iii) pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement you have with a bank, building society or supplier of credit; (iv) motor vehicles owned or used by or hired or leased to you; (v) the amount of money or compensation payable in respect of a claim under any insurance policy; (vi) sums owed by a current or former employee arising from an actual or alleged contract of employment.

Insured incident 12 – Commercial and Residential Let Property Disputes

What you are covered for	What you are not covered for
<p>a) Tenancy and Holiday Let Disputes Adviser’s costs and expenses to pursue or defend your legal rights in a dispute with a tenant or guest arising from a breach or alleged breach of the terms of a commercial tenancy agreement, residential tenancy agreement or holiday home let relating to the use or maintenance of your let property. <i>Please note that there is no cover under a) for any disputes relating to repossession of your let property, recovery of outstanding rent or dilapidations (please refer to b), c) and d) below).</i></p> <p>b) Repossession of Let Property Adviser’s costs and expenses to pursue your legal rights to gain vacant possession of your let property from the tenant or to gain possession of your let property from a guest who stays beyond the agreed period of occupancy. <i>Please note that:</i> <i>(i) you must have given the tenant or the guest the correct notices required to obtain vacant possession or possession of your let property and you must have complied with statutory legislation relating to the letting of your let property;</i> <i>(ii) where your let property is subject to any mandatory, selective or additional licence scheme, a current and valid licence must have been issued by the relevant authority and you must have complied with the terms and conditions of that licence.</i></p> <p>c) Rent Recovery Adviser’s costs and expenses to pursue your tenant or guest to recover rent or monies they owe to you under the terms of the commercial tenancy agreement, residential tenancy agreement or holiday home let. <i>Please note that:</i> <i>(i) the rent or money owed must be more than £100 (inc VAT) and any rent must be overdue for at least one calendar month;</i> <i>(ii) if the tenant or guest contests liability, your claim will instead be considered under a) Tenancy and Holiday Let Disputes (above).</i></p> <p>d) Dilapidations Disputes Adviser’s costs and expenses to pursue your legal rights against the tenant or guest following an event which causes physical damage to your let property, including its contents. <i>Please note that:</i> <i>(i) the amount in dispute must be more than £250;</i> <i>(ii) before the commercial tenancy agreement, residential tenancy agreement or holiday home let starts, you must have taken a detailed inventory of your let property’s condition and contents which have been agreed and signed by the tenant or guest.</i></p>	<p>Any claim relating to:</p> <p>(i) any disagreement with the tenant or guest which arises within the first 90 days of the first period of insurance where the commercial tenancy agreement, residential tenancy agreement or holiday home let commenced before the first period of insurance (<i>this exclusion does not apply if you had continuous equivalent insurance with another provider which expired immediately before this insurance started</i>);</p> <p>(ii) the negotiation, review or the renewal of a commercial tenancy agreement, residential tenancy agreement or holiday home let or any matter relating to service charges;</p> <p>(iii) purchasing a freehold, extending a leasehold, registering, reviewing or assessing rents or matters relating to Land Tribunals, Leasehold Valuation Tribunals, Rent Tribunals, Rent Assessment Committees or arbitration or Agricultural Land Tribunals arising from the Agricultural Holdings Act, Agricultural Tenancies Act, the Agricultural Holdings (Scotland) Act (as amended by the Land Reform (Scotland) Act) or any other amending or replacement legislation;</p> <p>(iv) compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on your let property by any government, public or local authority;</p> <p>(v) any work carried out by, or under the order of, government or public or local authorities or their contractors.</p>

General exclusions applying to the whole policy

There is no cover for:

- 1) **Delayed notification**
Any claim notified to **us** more than 180 days after the date an **insured person** should have known about the event or dispute which has resulted in a claim under this section.
- 2) **Claims arising before this insurance started**
Any event or dispute which an **insured person** was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.
- 3) **Costs incurred and legal action we have not authorised**
 - a) Any **adviser's costs and expenses** or other costs incurred:
 - (i) before **we** have accepted a claim; and/or
 - (ii) which **we** have not authorised in advance.
 - b) Any action taken by an **insured person** which **we** or the **appointed adviser** have not agreed to.
- 4) **Fines and court awards**
 - a) Fines, compensation (*other than amounts **we** agree the **insurer** will pay under **insured incidents 2 Employment Compensation Awards and 4 d) Data protection breaches***), damages or penalties awarded against an **insured person**.
 - b) Any costs an **insured person** is ordered to pay by a court of criminal jurisdiction.
- 5) **Wilful acts**
Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **insured person**.
- 6) **Judicial Review and challenges to legislation**
 - a) Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority or other public body), coroner's inquests or Fatal Accident Inquiries.
 - b) Any challenges to current or proposed legislation.
- 7) **Disputes with us, the insurer or the appointed adviser**
Any claim made against **us**, the **insurer** or the **appointed adviser** (please also refer to **General conditions applying to the whole policy 9**)).
- 8) **Intra-business disputes**
 - a) Any claim relating to disputes between **you** (acting in **your** capacity as the business, partnership or individual named in the schedule who has purchased this insurance) and any of **your** subsidiary, associated or parent companies.
 - b) Any dispute between shareholders or partners in **your** business.
- 9) **Franchise or agency rights**
Any claim relating to disputes over franchise rights or agency rights.
- 10) **Intellectual property**
Any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy and confidential information (*other than claims **we** have agreed to cover under **insured incident 3 Breach of Restrictive Covenant***).
- 11) **Libel and slander**
Any claim relating to something said or written:
 - a) about an **insured person** which may damage the **insured person's** reputation;
 - b) by an **insured person** which may damage another person's reputation.
- 12) **Liquidation and insolvency**
Any claim where either at the commencement of or during that claim, **you** have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

General exclusions applying to the whole policy (continued)

13) War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a) war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b) ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

General conditions applying to the whole policy

An **insured person** must keep to these conditions as failure to do so may lead to **us** refusing a claim, withdrawing from a claim or cancelling this insurance (please refer to **condition 11**).

1) An insured person's obligations

An **insured person** must:

- a) keep to the terms and conditions of this policy;
- b) take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- c) supply **us** with honest and accurate information when asked to do so.

2) Appointment of an appointed adviser

- a) If **we** accept an **insured person's** claim, **we** will appoint an **appointed adviser** who may be able to negotiate settlement before or without the need for court action.
- b) If an **insured person's** claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where **our** chosen **appointed adviser** cannot act for the **insured person** as to do so would breach their professional code of conduct), the **insured person** is free to nominate a law firm or suitably qualified representative to act as the **appointed adviser**.
- c) **We** will always choose the **appointed adviser** to act on the **insured person's** behalf in any claim where the **insurer** is liable to pay a compensation award (*this means we will always choose the appointed adviser for any claim arising under **insured incidents 1 Employment Disputes, 2 Employment Compensation Awards and 4 d) Data protection breaches***).
- d) Any law firm or suitably qualified representative nominated by an **insured person** must agree to represent the **insured person** in accordance with **our standard adviser's terms of appointment** (which are available on request) and the most the **insurer** will pay is no more than the amount the **insurer** would have paid to **our** own choice of **appointed adviser**.

3) Conduct of the claim

- a) An **insured person** must:
 - (i) co-operate fully with **us** and the **appointed adviser** and provide any relevant information, documentation and evidence in connection with a claim when asked to do so; and
 - (ii) keep **us** and the **appointed adviser** fully informed of any developments and instruct the **appointed adviser** to provide **us** with any information **we** ask for.
- b) An **insured person** must not:
 - (i) act in any way which obstructs **us** or the **appointed adviser** or hinders the progress of a claim; and
 - (ii) incur any **adviser's costs and expenses** or any other costs or amounts without **our** consent.
- c) **We** can:
 - (i) contact the **appointed adviser** at any time and have access to all documents and information regarding an **insured person's** claim;
 - (ii) withdraw funding for a claim and pursue an **insured person** to recover **adviser's costs and expenses** or other costs or amounts already paid, if the **insured person** pursues or withdraws from that claim without **our** consent or fails to pass on any instructions to the **appointed adviser**;
 - (iii) withdraw funding for a claim if an **insured person** dismisses the **appointed adviser** without **our** consent and there is no valid cause to do so, or if the **appointed adviser** refuses to continue acting for an **insured person** with **our** consent and there is valid cause to do so; and
 - (iv) withdraw funding for a claim if at any time **we** believe **reasonable prospects of success** are no longer present. The **insurer** will still pay any **adviser's costs and expenses** or other costs or amounts **we** have agreed to, prior to **reasonable prospects of success** no longer being present.

4) Claims settlement

- a) An **insured person** must tell **us** immediately an offer to settle a claim is received and must not enter negotiations to settle a claim without **our** prior consent.
- b) If an **insured person** refuses a fair and reasonable offer to settle a claim, **we** will be entitled to withdraw funding for that claim and the **insurer** will pay no further **adviser's costs and expenses** or other costs or amounts.
- c) **We** may decide to settle a claim by instructing the **insurer** to pay the reasonable value of that claim instead of pursuing, defending or continuing with any action in court. In such cases **we** may decide to pursue the other party for the amount the **insurer** has paid to an **insured person** and the **insured person** must allow **us** to take over and continue the claim in their name and provide **us** with any information in support of this action.

General conditions applying to the whole policy (continued)

5) Costs recovery and assessment of costs

An **insured person** must:

- a) take all reasonable steps to recover **adviser's costs and expenses** or other costs or amounts and pay such sums recovered to **us**;
- b) tell the **appointed adviser** to have **adviser's costs and expenses** taxed, assessed and audited and/or have their claims file audited by **us**, if **we** ask for this. If it is established that **adviser's costs and expenses** or any other costs have been billed which have not been agreed by **us**, the **insurer** reserves the right to refuse to pay these unauthorised costs.

6) Appealing the outcome of a claim

Appeals regarding the outcome of an **insured incident**, either made by or against an **insured person**, must be notified to **us** as soon as possible and within 10 days of the deadline for any appeal. **Reasonable prospects of success** must still be present in order for an appeal to be considered.

7) Other insurance and apportionment of costs

If any **adviser's costs and expenses** or other costs or amounts covered by this insurance are also covered under an alternative insurance policy, or would have been covered if this insurance did not exist, the **insurer** will only pay their share of these costs.

8) Obtaining a legal opinion

We may require an **insured person**, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between **us** and the **insured person** over a claim's merits, financial value or **reasonable prospects of success**. If the opinion supports the **insured person** and there are clear merits in proceeding with that claim, the costs incurred by the **insured person** in seeking that opinion will be reimbursed.

9) Disputes with us

If there is a dispute between **you** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, **you** are entitled to seek a resolution through the Financial Ombudsman Service as long as **you** are eligible to complain.

Where the Financial Ombudsman Service cannot deal with that complaint, the dispute shall be referred to arbitration which is a formal and binding process where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The arbitrator will be chosen jointly by **you** and **us**. If **we** are not able to agree on the appointment of an arbitrator with **you**, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require **you** or the **insurer** to pay the costs.

10) Your cancellation rights

a) Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving **your** policy documents, whichever is later. If **you** wish to exercise this right, **you** must notify the person who sold **you** this insurance. **You** will be entitled to a full refund of premium paid as long as an **insured person** has not made a claim under this insurance during the current **period of insurance**.

b) Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold **you** this insurance with 7 days' notice. As long as an **insured person** has not made a claim under this insurance during the current **period of insurance** and subject to the terms of business between **you** and the person who sold **you** this insurance, **you** may be entitled to a partial refund of premium.

In the event of cancellation, the person who sold **you** this insurance may apply an administration charge. Please contact them for more information on any charges applied.

General conditions applying to the whole policy (continued)

11) Our cancellation rights

a) General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing **you** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- (i) an **insured person** has failed to co-operate with **us** or the **appointed adviser** and this failure has significantly hindered **our** ability to deal with a claim or administer this insurance; and/or
- (ii) a premium payment is due or a costs recovery is still outstanding by the end of the final deadline notified to an **insured person**.

b) Fraudulent or dishonest claims

If **we** have evidence that an **insured person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **us** or the **appointed adviser** when presenting relevant information in support of a claim, **we** reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the **insured person** any **adviser's costs and expenses** or other costs or amounts already paid in respect of that claim, which the **insurer** otherwise would not have paid. **We** will also not refund any premium paid by **you**.

If fraudulent activity or false or inaccurate information is identified, **we** may, at **our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

12) Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

13) Choice of law and Acts of Parliament

- a) Unless otherwise agreed by **us** in writing, this insurance is governed by the laws applying to England and Wales.
- b) Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

General information

The insurer

This insurance is underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

The Financial Services Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS) and **you** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Data protection notice

In order to manage this insurance, including the provision of helpline services, claims handling, underwriting and other administrative duties, **we** may need to share personal information which has been given to **us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **us** or on **our** behalf. **We** will only request necessary information from an **insured person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **we** hold about an **insured person** will be retained by **us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **we** may need to send an **insured person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **us**.

In arranging and managing this insurance and administering claims, **we** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **insured person's** personal data to any other person or organisation without their consent.

You can find full details of **our** privacy policy on **our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **insured person** has a right to obtain information **we** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

If an **insured person** has a concern about the way **we** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

General information (continued)

What to do if you have a complaint

We are committed to providing **you** with excellent customer service, but **we** accept that occasionally things go wrong. **We** take all complaints seriously and have a commitment across **our** business to treat all customers fairly. Where **we** have made a mistake, **we** want to put things right quickly.

If **you** are not happy with the standard of service provided by **us**, please let **us** know:

- **Email:** complaints@legalprotectiongroup.co.uk
- **Phone:** **0333 700 1040** (lines are open Monday to Friday 9am to 5pm)
- **Post:** **Customer Service Department, Legal Protection Group Limited, Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ**

As soon as a complaint is received:

All complaints will be acknowledged in writing within five business days of receipt. If the complaint can be resolved within five business days, **our** letter will also outline the result of **our** investigation.

If **our** investigation is not resolved within five business days, **we** will aim to respond within four weeks of receiving the complaint.

If the complaint is about another party, such as a law firm who is acting for an **insured person**, **we** will refer details of the complaint to that other party and confirm this course of action to **you** in writing.

After we have investigated the complaint:

We will write to **you** immediately notifying **you** of the outcome of **our** investigation. **We** will also advise that if **you** are not satisfied with the outcome, **you** may refer the matter to the Financial Ombudsman Service within the next six months*.

If we cannot resolve the complaint within 4 weeks:

We will write to **you** and inform **you** that **our** investigation is continuing, giving the reasons for the delay and a date by which **we** expect to be able to contact **you** again.

If we cannot resolve the complaint within 8 weeks:

We will inform **you** of the reasons for the further delay and advise that if **you** are not satisfied with **our** progress then **you** may refer the complaint to the Financial Ombudsman Service within the next six months.

*If **you** do not refer **your** complaint within the six month period, the **insurer** will not permit the Financial Ombudsman Service to consider **your** complaint and will only be able to do so in very limited circumstances such as where they believe that the delay in notifying **your** complaint was as a result of exceptional circumstances.

The Financial Ombudsman Service can be contacted:

- **Email:** complaint.info@financial-ombudsman.org.uk
- **Phone:** **0800 023 4567** (free from a landline) or **0300 123 9123** (free from some mobile phones)
- **Post:** **Financial Ombudsman Service, Exchange Tower, London E14 9SR**

You can also visit www.financial-ombudsman.org.uk and follow the guidelines on how to complain and to also check their eligibility criteria.

Important: This complaints notification procedure does not affect your right to take legal action.

LEGAL PROTECTION GROUP LIMITED

Head and Registered Office:

Lysander House, Catbrain Lane, Cribbs Causeway, Bristol BS10 7TQ

Registered in England and Wales, company number 10096688

www.legalprotectiongroup.co.uk

Twitter: @LegalProGroup



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