Childminder and Nanny Legal Expenses Insurance

Policy Wording

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A Partner You Can Trust

AbbeyLegal
Legal Protection Insurance
Important Information

This Insurance forms part of Your Gold membership package with Childcare.co.uk and has been specially arranged by Jelf Insurance. It is underwritten by Markel International Insurance Company Limited and managed and administered by Abbey Legal Protection on behalf of Markel International Insurance Company Limited.

The notes that follow do not change the terms and conditions of the Insurance Policy but highlight some of its important added benefits and conditions provided with the Insurance Policy.

The Legal Advice Line

You can obtain telephone based legal advice on UK law by telephoning The Childcare.co.uk Legal Help Line and quoting the Gold Reference Number. Advice can be sought on a wide range of law, including Stress Counselling, and Tax advice.

General legal advice is available in England and Wales 24 hours a day, 7 days a week. Taxation and all legal advice in Scotland and Northern Ireland is available Monday to Friday, from 9am to 5pm but excluding Public Holidays. The Legal Help Line is not empowered to give advice on the admissibility of any claim under the Policy. If You wish to make a claim or have a query about policy cover, You must contact our Claims Department on the Claims Line provided.

Specialist Emergency Advice (for an Interview under Caution the following day).

You can access a specialist emergency advice line, should You be arrested or invited to attend an Interview under Caution the following day. Due to the more immediate nature of a Police Interview under Caution, the time available to arrange legal representation is more limited. This number provides access to expert lawyers 24 hours a day, 7 days a week. It should only be used if there is an event that may lead to a claim being made and when a normal claim notification is unable to be made through the Claims Line. You must provide your full address details so that We can check Your entitlement to cover.

Claims Line

Notifying a Claim:

If You need to notify a possible claim, You should write immediately to the Claims Department (Abbey Legal Protection, 20 Fenchurch Street, London, EC3M 3AZ or e-mail claims@abbeylegal.com). You should explain that You are a member of Childcare.co.uk and provide full address details.

Claims Validation:

We will undertake a separate validation of Your access to cover with Childcare.co.uk. You will need to provide brief details of the circumstances of the Claim. A claim form will be sent to You for completion and this must be returned without delay together with any relevant information or evidence that will enable the assessment of Your Claim. The acceptance of cover means a Solicitor can be instructed on Your behalf, with costs paid by Us.

All cover provided under this insurance is subject to the terms and conditions of the Policy, which can be found in this booklet.

If you do not notify a Claim to Us under this insurance then you will be liable for any costs you incur.

Legal Telephone Advice Services

In the interest of monitoring the quality of advice given, and where appropriate to ensure compliance with Policy conditions, conversations may be recorded. You agree that in all circumstances we have Your express permission to listen to any of these recordings and expressly authorises the adviser to provide these recordings to the Claims Department and Underwriting Department of Abbey Legal Protection.

The telephone legal advice is provided by LHS Solicitors LLP (LHS) a division of Abbey Protection Group Limited and can advise on general UK law. LHS is regulated and authorised by the Solicitors Regulation Authority. LHS makes no additional charge for providing these telephone services.

The advice will primarily be provided by LHS Solicitors LLP and its teams of solicitors and barristers, who are ultimately managed by the Director of Legal Services (who is a lawyer). Specialist advice services are provided by
Abbey Legal Services (England & Wales), Stewarts Solicitors (Northern Ireland) and Levy McRae Solicitors (Scotland).

If You have a complaint about these telephone legal advice services you should contact the Customer Services Manager, LHS Solicitors LLP, Corinthian House, 17 Lansdowne Road, Croydon CR0 2BX. If You are unhappy with the written response from the Customer Services manager, You may contact the Legal Ombudsman at PO Box 6806 Wolverhampton WV1 9WJ, or www.legalombudsman.org.uk, or 0300 555 0333. The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales: (a) within 1 year from the act/omission complained of; (b) within 1 year from when you should reasonably have known there was cause for a complaint, without taking advice from a third party and; (c) within 6 months of you receiving a written reply from Abbey Protection Group Limited concerning the complaint.

Non-Legal Telephone Advice Services

Non legal telephone advice is provided by Abbey Tax Protection Abbey Legal Protection makes no additional charges for providing these services.

If You have a complaint about these services, You should contact the Customer Services Manager, Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ or e-mail complaints@abbeylegal.com.
Legal Protection Policy Wording

This is a “claims made” insurance and only covers Claims notified to Us during the Period of Insurance and after the Your Effective Date.

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

All Acts of Parliament referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the Territorial Limits.

Definitions

The words and phrases listed below have the following meaning where they appear in bold throughout this Policy.

Any One Claim
All Claims consequent upon the same original cause, event or circumstance.

Appointed Representative
A solicitor, barrister, accountant or other appropriately qualified person appointed to act for You and who agrees to comply with the terms of this Policy.

Childcare Activities
Providing professional paid for care for children

Claim
A claim under this Policy for Legal Expenses/Professional Expenses and or Compensation

Compensation
Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination

Effective Date
The date when You paid for Gold membership with the Master Policyholder and continuous Gold Membership has remained in place since this date

Employee
Any person under a contract of service with You

Excess
The initial amount of Legal Expenses or Compensation as shown in the Policy schedule that You must pay in a Claim before We will make any payment under this Policy
1. £Nil if You use Our choice of Appointed Representative
2. £1,000 if You exercise Your freedom to choose Your Appointed Representative as described under Policy Condition 2

Legal Expenses/Professional Expenses
i. The legal or professional costs (including any disbursements) reasonably charged to You by Your Representative that We have agreed to pay in advance
ii. In civil proceedings the legal costs incurred by the party You are in dispute with that a court or tribunal orders You to pay or that You agree to pay under the terms of settlement and to which We have agreed in advance

Limits of Our Liability
Our maximum liability to You under this Policy is limited to the amounts specified below:
1. Section D - £5,000 Any One Claim
   All other Sections of Cover - £100,000 Any One Claim
2. £100,000 All Claims notified during the Period of Insurance

Period of Insurance
The calendar month in which You have paid Your premium and being valid between the period 1st July 2016 to 30th June 2017
**Master Policyholder**
Childcare.co.uk who buys this Policy for the benefit of Gold Members

**Territorial Limits**
The United Kingdom, the Channel Islands and the Isle of Man

**We/Our Us**
Abbey Legal Protection a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited (the insurer), 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with the Abbey Legal Protection under unique market reference B6027APG2016001 (or renewal or replacement thereof).

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

**You / Your**
The person who is named as the subscribing Gold Member of childcare.co.uk.
What are You Covered for?

We will cover You in consideration of paid Gold Membership for Claims where the dispute or legal proceedings are or would be within the Territorial Limits and the Claim is notified during the Period of Insurance and the dispute or legal proceedings are in respect of Your Childcare Activities.

Section A – Interview under Caution
Cover for representation at an interview under caution which may lead to Your prosecution for an offence described in Section B - Criminal Prosecutions below.

Section B – Criminal Prosecutions
Cover to defend a prosecution against You alleging a criminal act including OFSTED prosecutions brought under their powers under the Childcare Act 2006 or The Early Years Foundation Stage Statutory framework 2014 and any subsequent updates.

Section C - Childcare Proceedings
Cover for representation throughout the duration of Public Childcare Proceedings or Public Law Children Order Proceedings when You are requested to attend a case management hearing, subsequent hearing and/or any fact finding hearing as an Intervener following injuries to a child that was or is in Your care to avert being included in the pool of perpetrators.

Section D - Representation Prior to a Barring Session
Cover to assist You to prepare correspondence and representation to the Disclosure and Barring Service once You have received notification from the Disclosure and Barring Service that they are considering placing Your name on the barring list under Schedule 3, part 1, Sections 2 – 5 and part 2, Sections 7 – 11 of the Safeguarding Vulnerable Groups Act 2006, or its equivalent in Northern Ireland or Scotland.

Section E - Employment Disputes
Cover to defend You in a dispute between You and Your Employee, ex-Employee, prospective Employee or a worker that alleges to be an Employee over their contract of employment or over employment law in:

   E1: ACAS Early Conciliation
   Taking part in an ACAS Early Conciliation process.

   E2: Employment Tribunals Response (ET3)
   Setting out Your initial response to a claim (ET1) against You at an Employment Tribunal.

   E3: Employment Tribunal Hearing
   Preparation for and representation at an Employment Tribunal Hearing or negotiating a settlement on Your behalf including any Appeal.

   E4 - County or High Court Proceedings
   Preparation for and representation at the County Court or the High Court or negotiating a settlement on Your behalf including any Appeal.

What is not Covered under Sections E3 and E4
1. Where You have not followed either:
   a) the advice of the Legal Advice Line at the following times:
      1. Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee’s contract of employment
      2. When notified of a grievance, a complaint of discrimination (such as sex, race religion) or an appeal from an employee against an action You have taken against them
      3. When an employee resigns or walks out after expressing verbal or written dissatisfaction.
   Or
   b) The ACAS code of practice on disciplinary and grievance procedures where applicable.
Section F - Employment Compensation Awards

Compensation provided that at the time of a Claim under this Section You have an accepted Claim under Section E3 - Employment Tribunal Hearing.

F1: Awards of Compensation
Compensation You are ordered to pay by an Employment Tribunal.

F2: Settlement of a Dispute
The Compensation agreed by Us in settlement of a dispute.

F3: Tribunal Fees
An amount ordered by the Tribunal for You to pay or as agreed in a settlement that We have agreed to.

What is not Covered under Section F
Compensatory awards where the Tribunal ordered You to reinstate an Employee and You failed to do so.

Section G - Tax Protection
Representing You in a full enquiry into Your tax affairs and an appeal against a decision following a hearing or tribunal.

What is not Covered under Section G
1. Where there is not a reasonable prospect of reducing the liabilities alleged by HMRC
2. Late Tax returns or where You have not notified chargeability to tax within the time limits or Tax returns where wholly provisional figures are used
3. Enquiries alleging fraud or an investigation by HM Revenue & Customs Specialist Investigations or the defence of a criminal prosecution
4. Tax avoidance schemes

Section H - Contract Disputes
Cover for You to pursue or defend legal proceedings for:
1. A disputed debt due under a written contract between You and a parent or guardian of the child in Your care provided that:
   - the contract commences or is signed after the start date of the Effective Date and within Your Period of Insurance, or You can evidence that the contract commenced after the start of an insurance policy providing cover to the same effect as Section H, and there has been no break in insurance from that time until the notification of a Claim under Section H.
   - the amount in dispute exceeds £100
   - You have issued the letter before action available on www.childcare.co.uk/information/letter-before-action

2. A contract dispute with a local authority in respect of a contract that has placed children in Your care
3. A contract dispute over any equipment purchased for the purpose of Childcare Activities.

What is not Covered under Section H
1. Any dispute notified within the first 60 days of Your Effective Date, unless You can evidence that the contract commenced after the start of an insurance policy providing cover to the same effect as Section H, and there has been no break in insurance from that time until the notification of a Claim under Section H.
2. Where a parent or guardian is unable to pay a debt or refuses to pay and does not give a reason why the money is not owed to You.

Section I - Registration and Regulatory Body Appeals
Cover for You to appeal against a decision taken by OFSTED, CSSIW, the Care Inspectorate, or the Health and Social Care Trust to suspend, revoke, alter or not renew Your Childcare Registration.

What is not Covered under Section I
Decisions imposed by an Act of Parliament or national or local government regulation or order.
What are You Not Covered for?

We shall not be liable to cover You in respect of:

1. any dispute relating to adoption or a Claim where the incident leading to the dispute occurs after adoption;
2. a dispute or legal proceedings where You plead guilty or are advised to plead guilty by Your Appointed Representative;
3. a dispute or legal proceedings arising from a cause, event or circumstance before the Effective Date and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings against You;
4. a dispute or legal proceedings arising from a cause, event or circumstance before the Period of Insurance and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings against You;
5. any dispute or legal proceedings made, brought or commenced outside the Territorial Limits;
6. Legal Expenses/Professional Expenses incurred without Our prior written consent or in excess of Our consent;
7. fines or other penalties imposed by a Court or tribunal;
8. any dispute or legal proceedings which but for the existence of this Policy You would be entitled to cover under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
9. any Claim arising from: Your intentional wrongdoing; or an act or omission with negligent disregard as to its consequences;
10. any dispute between You and Us, the Appointed Representative, the Master Policyholder or their insurance broker;
11. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
12. any Claim incurred in respect of or in connection with a judicial review;
13. appeals arising out of legal proceedings to which Our consent was not granted;
14. any Legal Expenses/Professional Expenses which You should or would have had to incur irrespective of any dispute;
15. any expense, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by:
   a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
   b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
16. any loss, damage, cost or expense whatsoever directly or indirectly caused by, resulting from or in connection with (including any action taken in controlling, preventing, suppressing or in any way relating to) any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
   a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
   b) any act of terrorism.

For the purposes of this exclusion an act of terrorism means an act including but not limited to the use of force or violence and/or the threat thereof, any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put any section of the public in fear.
General Conditions

1. Arbitration
Any dispute between You and Us shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Bar Council or appropriate professional body within England & Wales. The apportionment of the costs of the arbitration shall be determined by the arbitrator.

2. Cancellation
This Policy may be cancelled at any time on the Master Policyholder’s written instructions and the premium shall be adjusted on the basis that We receive or retain a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the Period of Insurance has expired We shall receive or retain the full premium. Provided always that no return of premium shall be allowed if any Claim has been notified.

This Policy may also be cancelled by Us giving thirty days’ notice in writing to the Master Policyholder or their insurance broker at either the Master Policyholder’s or their insurance broker’s last known address and the premium shall be adjusted on the basis that We receiving or retain pro rata time on risk premium.

If the Master Policyholder is placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any such purpose, this Policy will lapse and the Master Policyholder will be entitled to a pro rata return of premium less 20% of the unexpired premium. Provided always that no return of premium shall be allowed if any Claim has been notified.

You have no right to cancel this Policy, however We can reasonably cancel Your right to cover under this Policy by writing to the Master Policyholder or their insurance broker’s last known address.

3. Alteration of Risk
The Master Policyholder must notify Us immediately in writing of any alteration in risk that materially affects this insurance.

4. Due Observance
The Master Policyholder and You must act with due diligence and at all times act and comply with all the terms, conditions and provisos under this Policy.

5. Proper Law
The parties are free to choose the law applicable to this Policy. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

It is agreed by the Master Policyholder and You that any information provided to Us regarding You will be processed by Us in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance; facilitating renewal of insurance and handling Claims, if any, which may necessitate providing such information to third parties including Your insurance broker.

7. Legal Advice
You expressly consent that LHS Solicitors LLP (LHS) (the providers of the telephone advice line) and/or Us may provide to the Master Policyholder’s insurance broker, details of all calls made, including time, date and category of advice taken, for the purposes of reporting, monitoring or dealing with and investigating complaints.
Claims Conditions

There are conditions contained in this part of the policy that are precedent to Our liability. If You are in breach any of these conditions precedent, it may make Your Claim null and void, or it may reduce the amount payable by Us, or We may treat this Policy as though it never existed. The following Claims Conditions (1, 2, 4 and 6) as set out below are conditions precedent to Our liability.

1. Notification of Claims

It is a condition precedent to Our liability that We are notified in writing during the Period of Insurance immediately You are aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute or legal proceedings. Where such notification has been given, We agree to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

We will forward You an insurance claim form that must be completed and returned as soon as possible.

2. Our Consent

It is a condition precedent to Our liability that Our consent to incur Legal Expenses/Professional Expenses must firstly be obtained in writing. This consent will be given by Us if You can satisfy Us that:

a) it is reasonable to incur Legal Expenses/Professional Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses/Professional Expenses to be incurred and;

b) where You are defending the other party does not have reasonable prospects of proving Your legal liability;

If during the course of a Claim You cease to satisfy Us in respect of a) or b) above, cover will be withdrawn in respect of Legal Expenses/Professional Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

– a fully completed insurance claim form;
– the information and documentation We reasonably request;
– a legal opinion from the Appointed Representative as to a) and b) above;
– any advice We may deem it necessary to take.

With Your agreement, We may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess within the Limits of Our Liability.

We at Our discretion may require You to obtain an opinion from Counsel at Your expense as to the merits of the subject matter of the Claim with the opinion having regard to the same issues that We assess as to the merits of any legal action. If based upon such opinion We are satisfied in respect of a) and b) above Legal Expenses/Professional Expenses in obtaining that opinion will be paid by Us within the Limits of Our Liability.

In granting Our consent We undertake to provide cover to You subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses/Professional Expenses will be paid. In particular Legal Expenses/Professional Expenses for matters that go beyond the immediate scope of the Claim shall be deemed by Us to fall outside the cover provided by this Policy.

We reserve the right to limit Our consent by time and/or financial amount of Legal Expenses/Professional Expenses and/or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown the Claim has not been brought within the terms and conditions of this Policy and its Schedule Our consent will be withdrawn and no cover shall be provided. We shall be entitled to recover any Legal Expenses/Professional Expenses previously paid.

If You elect to proceed with the pursuit or defence of a dispute or legal proceedings to which Our consent has been refused through lack of reasonable prospects as required in b), above and if You are successful in such pursuit or defence, We will pay Legal Expenses/Professional Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.
3. Instruction and choice of Appointed Representative and Counsel

We will choose an Appointed Representative to act on behalf of You in any Claim under certain Sections of Cover as specified in the Schedule.

In all other Sections of Cover where recourse is necessary to a lawyer and there are inquiries or legal proceedings, You are free to choose an Appointed Representative to act in the name of and on behalf of You in any enquiry or legal proceedings to which We have consented subject to the Excess.

The name and address of the Appointed Representative You propose to instruct must be notified to Us in writing. We will accept such nomination provided We are satisfied the proposed Appointed Representative will co-operate and enable You to comply with the terms and conditions of this Policy and provided the proposed Appointed Representative’s charging rates are fair and reasonable in regard to the particular legal proceedings.

In all other Claim situations We will choose the Appointed Representative subject to the Excess, unless there is a conflict of interest between You and Us when You are free to choose an Appointed Representative to act in the name and on behalf of You in any Claim to which We have consented.

A dispute arising from Your choice may be referred to Arbitration in accordance with General Condition 1.

You must not, without Our written consent, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses/Professional Expenses.

In selecting the Appointed Representative You shall have regard to its duty to minimise the cost of any Claim.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of You. If in the course of any Claim the Appointed Representative wishes to instruct Counsel or an expert, Counsel’s or the expert’s name and an explanation of the necessity for such instruction must be submitted to Us for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to Our liability that:

a) You must give the Appointed Representative and Us all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in Your possession. You must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

b) You must instruct the Appointed Representative to provide Us any information, documents or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition You must instruct the Appointed Representative to provide Us with regular updates on the progress of the subject matter of any Claim and inform Us immediately if and when any circumstance adversely impacts the factors taken into account in granting Our consent.

Cover may be withdrawn if You fail to co-operate at all or within a reasonable time with Our or the Appointed Representative’s requests or if You or the Appointed Representative fail to provide Us with any information in connection with any Claim or the subject matter of any Claim.

5. Payment of Legal Expenses/Professional Expenses

All bills for Legal Expenses/Professional Expenses which You receive from the Appointed Representative should be forwarded to Us without delay. If We require You must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, Court or tribunal. You are responsible for payment of all Legal Expenses/Professional Expenses. We may settle these direct if requested by You to do so. The payment of some Legal Expenses/Professional Expenses does not imply that all Legal Expenses/Professional Expenses will be paid.

6. Offer of Settlement

It is a condition precedent to the Our liability that You must inform Us in writing as soon as an offer to settle the subject matter of the Claim is received and/or You propose to make an offer of settlement. In any settlement, You must have regard to Legal Expenses/Professional Expenses incurred or likely to be incurred and the recovery thereof.
No cover will be provided if You enter into any agreement to settle without the Our prior written consent (such consent not to be unreasonably withheld) and We shall be entitled to recover any Legal Expenses/Professional Expenses previously paid. If You unreasonably reject an offer of settlement which We recommend acceptance of or make an offer which We do not agree with no further cover shall be provided.

We may at Our absolute discretion decide to pay You the amount of damages that You are claiming or being claimed against You instead of covering You for Legal Expenses/Professional Expenses. Where We exercise this discretion We will cease to be liable for any further Legal Expenses/Professional Expenses.

7. Recovery of Costs
Whenever You are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to Us.

You and Your Appointed Representative must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, You agree that a fair and reasonable proportion of that settlement will be deemed costs and due to Us. Where such a settlement is paid in instalments all costs to Us shall be paid first.

8. Appeal Procedure
If, following legal proceedings to which We have consented, You wish to appeal against the judgment or decision of a Court or tribunal, the grounds for such appeal must be submitted to Us through the Appointed Representative immediately or as soon as practicable so that We may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a Court or tribunal made in favour of You following legal proceedings to which We have consented, You must notify Us immediately in order that cover may continue. We will inform the Appointed Representative of its decision. If We require You must cooperate in an appeal against the judgment or decision of a Court or tribunal.

9. Duty to Minimise
You must take all reasonable precautions to avoid and prevent Claims, legal proceedings and disputes.

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

10. Fraudulent Claims
If You make any request for payment under this Policy knowing it to be fraudulent or false in any respect or ought reasonably in the circumstances to know it to be fraudulent or false or where there is collusion between any parties to the dispute, this Policy shall become void and any premiums paid shall be forfeited and We shall be entitled to recover any Legal Expenses/Professional Expenses previously paid.

11. Insolvency or Liquidation
If You become insolvent or are declared bankrupt or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any such purpose We have the right to immediately cease to provide cover for Legal Expenses/Professional Expenses notwithstanding any previous consent We may have granted.

12. Value Added Tax
If You are registered for VAT, We will not cover the VAT element of any Legal Expenses/Professional Expenses.
Communications

Complaints
We are dedicated to providing a high quality service and want to ensure they maintain this at all times. If You are not satisfied with any part of the service You have received then You should contact Us and We will do Our best to resolve the problem. In the first instance please contact:

The Customer Services Manager
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0370 600 1480
Email: complaints@abbeylegal.com

Abbey Legal Protection is authorised and regulated by the Financial Conduct Authority. Firm Number: 308829

In the event that You wish to pursue matters further You may be able to refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on http://ec.europa.eu/odr.

This procedure will not prejudice Your right to take legal proceedings.

Compensation Arrangements
Markel International Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the Claim in the unlikely event Markel International Insurance Company Limited cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

Claims
Initial notification of a Claim must be made in writing to Us at one of the following:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Email: claims@abbeylegal.com

All notices and communications from Us or their representatives to You shall be deemed to have been duly sent if sent to Your address as last declared to Us or, in relation to any matters arising out of any Claim, if sent to the Appointed Representative.