

# TRAVEL DISPUTE PROFESSIONAL FEES POLICY



## IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY A CLAIM.

- \* All potential claims must initially be reported to Our Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

### **Claims Helpline Service – 01384 377000**

- \* This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- \* Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought in a Court of UK Jurisdiction.
- \* If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will
  - take over the claim on Your behalf
  - appoint a specialist of Our choice to act on Your behalf.
- \* We may limit the Professional Fees that We will pay under the policy where:
  1. We consider it is unlikely a reasonable settlement of your claim will be obtained, or
  2. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing Your claim.Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.
- \* If Legal Proceedings have been agreed by Us You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (Details are available upon request) or in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.
- \* At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

**Please note that if an Insured Person engages the services of anyone prior to making contact with this Helpline and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the Claims Helpline Service, which operates Monday to Friday (excluding Bank Holidays) between the hours of 09:00 and 17:00.

The claims telephone number is **01384 377000**.

This policy only covers claims notified to Us within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline a claim for indemnity arising from such circumstances.

## DEFINITIONS

### **Agent**

The Agent appointed by the Coverholder to transact this insurance with You.

### **Authorised Representative**

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by Us under the terms and conditions of this Policy to represent Your or an Insured Person's interests.

### **Claims Specialist**

Our own claims panel solicitor or claims handler.

### **Event**

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

### **Excess**

The first £35 of each and every claim.

### **Holiday**

A holiday trip outside the UK or a holiday within the UK which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

### **Insured Person**

The persons named within the Policy Schedule attached to this policy.

### **Insurer**

UK Underwriting Limited on behalf of:-  
AXA Insurance UK plc, Registered in England No.78950.  
Registered Office: 5 Old Broad Street, London, EC2N 1AD.

Legal Insurance Management Ltd, UK Underwriting Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### **Legal Proceedings**

When formal Legal Proceedings are issued against an opponent in a Court of Law.

### **Limit of Indemnity**

£25,000 being the maximum We will pay including incidents related by time or cause.

### **Period of Insurance**

The Period of Insurance shown in the Schedule.

### **Policyholder, You, Your**

The person who has paid the premium and is named in the Schedule as the Policyholder.

### **Pre-Booked Accommodation**

A commercially run premises where a fee is charged which has been booked prior to Your departure on Your Holiday not including premises owned by friends or family.

### **Professional Fees**

Legal fees and costs reasonably and properly incurred by the Authorised Representative, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Incident.

In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Representative shall be limited to the maximum amount recoverable from that respective Court.

### **Schedule**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

### **Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in either handling this matter using Our own Claims Specialists or a nominated Authorised Representative of Our choice.

**Territorial Limits**

Worldwide but only where Legal Proceedings can be brought in a Court of UK Jurisdiction.

**Time of Occurrence**

When the Event occurred or commenced whichever is the earlier.

**We, Us, Our**

The insurers and/or Legal Insurance Management Ltd, the Coverholder.

**COVER**

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy excess We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Incident within the Territorial Limits where You notify Us during the period of insurance and within 30 days of the Time of Occurrence.

## INSURED EVENTS

### (Section 1)

### Consumer Disputes

What is Covered?	What is Excluded?
<p>Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on Your behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:-</p> <ol style="list-style-type: none"> <li>a) Your Tour Operator or Holiday Company</li> <li>b) Your Travel Agent</li> <li>c) A Car Hire company with whom You have pre-booked a vehicle</li> <li>d) An Airline, Ferry, Train, Cruise liner or Coach Operator</li> <li>e) A Hotelier or Property Owner</li> </ol> <p>Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a Court of UK jurisdiction.</p>	<p><i>Excluding:-</i></p> <ol style="list-style-type: none"> <li>1. Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.</li> <li>2. An Event not reported to the Insurer within 30 days of the Time of Occurrence.</li> <li>3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.</li> <li>4. Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.</li> <li>5. The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.</li> <li>6. Any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.</li> </ol>

## GENERAL POLICY EXCLUSIONS

*This insurance does not cover:-*

1. *Professional Fees incurred: -*
  - a) *in respect of any Insured Incident where the Event commenced prior to the inception of the insurance.*
  - b) *before Our written acceptance of a claim.*
  - c) *before Our approval or beyond those for which We have given Our approval.*
  - d) *where You fail to give proper instructions in due time to Us or to the Authorised Representative.*
  - e) *where You are responsible for anything which in Our reasonable opinion prejudices Your case.*
  - f) *if You withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative, withdraw from the Legal Proceedings or the Authorised Representative refuses to continue to act for You.*
  - g) *in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Representative of Your own choice.*
  - h) *that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits.*
  - i) *where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.*
2. *The pursuit of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.*
3. *Claims which are conducted by You in a manner different from the advice or proper instructions of the Authorised Representatives.*
4. *Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires, and We consider the appeal to have a reasonable chance of success.*
5. *Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this Policy not been effected.*
6. *Damages, fines or other penalties You are ordered to pay by a Court tribunal or arbitrator.*
7. *Claims arising from an Insured Incident arising from Your deliberate act, omission or misrepresentation.*
8. *Claims arising from:-*
  - a) *Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.*
  - b) *Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.*
  - c) *War, Terrorism or any like or any associated risk.*
  - d) *Seepage pollution or contamination of any kind.*
  - e) *pressure waves caused by aircraft or other aerial devices.*
9. *Any dispute relating to written or verbal remarks which damage Your reputation.*
10. *Any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour.*
11. *Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.*
12. *Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.*
13. *A dispute which relates to any compensation or amount payable under a contract of insurance.*
14. *A dispute with Us not dealt with under the Arbitration Condition.*
15. *Any dispute relating to patents copyrights trade or service marks registered designs passing off intellectual property trade secrets or confidential information.*
16. *An application for judicial review.*
17. *Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).*

18. *Any claim arising from stress or a stress related condition.*
19. *Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.*
20. *Fees payable to the Appointed Representative that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.*
21. *Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.*
22. *Legal Proceedings between an Insured Person and a central or local government authority.*
23. *Any matter in respect of which an Insured Person is entitled to Legal Aid.*
24. *Any claims made or considered against Us, the Agent or Authorised Representatives used to handle any claim.*

## POLICY CONDITIONS

### **Alteration of Risk**

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

### **Observance**

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### **Claims**

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this Policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or Legal Proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:

1. Your prospects of success are insufficient;
2. It would be better for You to take a different course of action;
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, or settlement of any claim. The Authorised Representative nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Representative whose name and address You must submit to Us. In selecting Your Authorised Representatives You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions of this policy.

Where You have elected to use Your own nominated Authorised Representative You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Representative any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Representative which may be required for this purpose. You or Your Authorised Representative shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Representative or by either of You to any Court, witness, expert, agent or other person without Our agreement.

### **Recovery of Costs**

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

### **Fraud**

We have the right to refuse to pay a claim or to avoid this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

## Data Protection

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned hereon.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 58 Hagley Road, Stourbridge, West Midlands, DY8 1QD.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests We may disclose data You have supplied to other third parties such as solicitors, loss adjusters motor garages, engineers, repairers, replacement companies, other insurers etc.

## Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

## Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within 14 days of issue we will refund Your premium.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any helpline during this period.

## Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

## Arbitration

Any dispute between You and Us will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree, or if we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

## Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

## Claims Helpline

All potential claims must be reported initially to the Claims Helpline for advice and support. We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

## Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

## Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to:-

The Managing Director  
Legal Insurance Management Ltd  
58 Hagley Road  
Stourbridge  
West Midlands  
DY8 1QD

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, you can do so by contacting the following:-

Head of Claims  
UK Underwriting Ltd  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1HB

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

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

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800

This does not affect Your statutory rights.

### **Compensation Scheme**

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsofen Street, London E1 8BN, or by telephone or fax (Tel: 020 7892 7300 Fax: 020 7892 7301), or by e-mail ([enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)).