



TFA Legal Protection Insurance

Policy Wording

Policy Number: LPGTE016



LEGAL PROTECTION GROUP LIMITED

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Contract of Insurance

Introduction

Thank you for purchasing TFA Legal Protection Insurance from the Tenant Farmers Association (TFA) and 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** farming business.

This is **your** TFA Legal Protection Insurance 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 completed application 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 TFA if **you** have any queries or if any information is missing, incorrect or needs to be changed. It is important that **you** inform the TFA 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** farming business activity and happens in the **territorial limit**;
- (ii) the **insured incident** is reported to **us** as soon as possible and within the **period of insurance** (if this insurance is not renewed, any claim must be reported within 14 days of the expiry of 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;
- (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**;
- (v) for arbitrations relating to rent reviews under the Agricultural Holdings Act 1986 or the Agricultural Tenancies Act 1995, this insurance (or continuous and equivalent legal expenses insurance cover) must be in force prior to any rent review notice being served; and
- (vi) for all **agricultural land tribunal** hearings in England and Wales relating to end-of-tenancy disputes and for all arbitrations on matters relating to end-of-tenancy including, but not limited to, compensation claims, dilapidations claims, claims concerning tenant's fixtures or improvements, this insurance (or continuous and equivalent legal expenses insurance cover) must be in place for at least 12 months' continuous cover.

Helpline Services

Important: for advice on farming matters, including agriculture tenancy or wider agriculture policy issues, please call the TFA on **0118 930 6130**. To make a claim under **insured incident 10 Arbitration and Agricultural Land Tribunals**, please contact the TFA and also refer to the **What to do if you need to make a claim** section on page 6 of this policy document.

For legal advice on non-farming matters and to make a claim under all other **insured incidents**, please call the legal advice helpline on **0344 840 6345**.

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 have ready **your** policy number or say that **you** are a TFA Legal Protection Insurance policyholder.

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 non-farming 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 below.

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

For claims under Insured Incident 10 Arbitration and Agricultural Land Tribunals

Please note the following important information:

- a) **You** must first notify the TFA as soon as a rent review or other notice is sent to **you** by **your** landlord. The TFA will forward this information to **us** and advise **you** if any additional information is required at this stage. The TFA can be contacted on **0118 930 6130**.
- b) Where a dispute arises out of a contract or tenancy or lease agreement **you** have with **your** landlord, **you** will need to send a completed claims form to: **LPG Claims, Tenant Farmers Association, 5 Brewery Court, Theale, Reading RG7 5AJ**.
- c) The TFA will forward **your** claim to **us** and once all relevant information has been received, an assessment of **your** claim will be conducted and **we** will let **you** 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.
- d) Where **we** have agreed to cover **your** claim, **we** will appoint a TFA nominated legal representative. Please note that if **you** choose to appoint a representative who is not a TFA nominated legal representative, they will need to agree to **our nominated adviser's terms of appointment** and the most the **insurer** will pay is £120 per hour (please also refer to **General conditions applying to the whole policy 2 d**)).
- e) If **we** are unable to cover **your** claim, then **we** will explain the reasons why and discuss any other available methods (which may be at **your** expense) to help achieve a successful outcome.

What to do if you need to make a claim (continued)

For claims under all other insured incidents

If an **insured person** is involved in a legal dispute (other than under **insured incident 10 Arbitration and Agricultural Land Tribunals**) which cannot be resolved by using **our Helpline Services** and needs to be reported as a claim under this insurance, please phone the 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 have ready **your** policy number or say that **you** are a TFA Legal Protection Insurance policyholder.

Please also note the following important information:

- a) An **insured person** must report their claim as soon as they become aware of any circumstances which could give rise to a claim under this insurance. If the claim is reported by an **insured person** (other than **you**), then **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. Depending on the nature of the claim, this may include details of tenancy or lease agreements, employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. An **insured person** may also be asked to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) 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.
- d) **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**).
- e) 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.
- f) 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, or nominated adviser's terms of appointment (in respect of insured incident 10 Arbitration and Agricultural Land Tribunals).</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>
Agricultural land tribunal	<p>a) England the First-tier Tribunal (Property Chamber) Agricultural Land and Drainage.</p> <p>b) Wales the Agricultural Land Tribunal for Wales (ALT Wales).</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 , or nominated adviser's terms of appointment in respect of claims under insured incident 10 Arbitration and Agricultural Land Tribunals .
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.
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
Limit of indemnity	The most the insurer will pay for any one insured incident (including any subsequent appeal agreed by us) resulting from one or more event arising at the same time or from the same originating cause is £50,000.
Nominated adviser's terms of appointment	A separate agreement we require an appointed adviser to enter into with us in respect of claims under insured incident 10 Arbitration and Agricultural Land Tribunals . This agreement sets out the appointed adviser's responsibilities and the amounts the insurer will pay the appointed adviser , which is subject to a maximum amount of £120 per hour (excluding VAT).
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.
Reasonable prospects of success	<p>For each insured incident there must always be more than a 50% chance that an insured person will:</p> <p>a) recover any losses or damages;</p> <p>b) successfully defend a claim or prosecution;</p> <p>c) succeed in reducing a sentence, penalty or a fine if they plead guilty in a criminal prosecution;</p> <p>d) succeed in enforcing a judgment or obtaining a legal remedy which we have agreed to; or</p> <p>e) make a successful appeal or defence of an appeal.</p> <p>For claims under insured incident 10 Arbitration and Agricultural Land Tribunals, we may consult with the TFA and/or with the TFA's nominated legal representative, but we retain the right to decide whether reasonable prospects of success exist. In all other cases we or a suitably qualified expert acting on our behalf will assess whether reasonable prospects of success exist.</p> <p>In all cases 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>

Meaning of words and terms (continued)

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

Standard adviser's terms of appointment	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 (other than insured incident 10 Arbitration and Agricultural Land Tribunals).
Territorial limit	<ul style="list-style-type: none">a) For insured incidents 4 a) Pre-charge, 4 b) Criminal prosecutions and 7 Personal Injury – the European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Norway and Switzerland.b) For all other insured incidents – the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.
We, us, our	<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.
You, your	<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 England or Wales.</p>

Insured Incidents

Insured incident 1 – Employment Disputes

What you are covered for

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:

- a) A contract of employment or alleged contract of employment; and/or
- b) Employment legislation.

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**.

What you are not covered for

Any claim relating to:

- (i) Redundancy or alleged redundancy or unfair selection for redundancy which happens in the first 180 days of the first **period of insurance** (**we** will not apply this exclusion where **you** had continuous equivalent legal expenses insurance immediately before this insurance started);
- (ii) Disputes arising solely from personal injury.

Insured incident 2 – Employment Compensation Awards

What you are covered for

Where **we** have accepted **your** claim under **insured incident 1 Employment Disputes**, the **insurer** will pay, subject to the **annual aggregate limit**:

- 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
- b) A sum **we** have agreed to settle the dispute which **we** have considered to be reasonable and proportional.

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:

- Throughout the dispute in all cases relating to performance and conduct or a breach of statutory duty under employment legislation;
- Before commencing any redundancy process or procedure.

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.

- (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.
- (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.
- (iv) Awards of compensation relating to statutory rights under occupational pension schemes.
- (v) Awards of compensation due to **your** failure to pay the National Minimum Wage.

What you are not covered for

- (i) Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Insured incident 3 – Breach of Restrictive Covenant

What you are covered for

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**:

- 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**.

*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.*

What you are not covered for

Insured incident 4 – Defence of Legal Rights

Part 1 – Defending an insured person

What you are covered for

Adviser's costs and expenses to defend an **insured person's** legal rights (only upon **your** request) following an event arising from **your** farming business activity which leads to:

a) Pre-charge

an **insured person** being interviewed by the Police, Health and Safety Executive, Local Authority Health and Safety Enforcement Officer, Environment Agency, Trading Standards or other authority with the powers to prosecute where the **insured person** is suspected of committing a criminal offence;

b) Criminal prosecutions

an **insured person** being prosecuted in a criminal court;

c) Professional or regulatory body disciplinary hearings

a formal investigation or disciplinary hearing brought against an **insured person** by a regulatory or professional body;

What you are not covered for

Any claim relating to:

- (i) An **insured person** using or driving a motor vehicle;
- (ii) Any investigation conducted by or on behalf of HMRC (this exclusion applies to **insured incident 4 a) Pre-charge** only).

What you are covered for

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;

Please note that:

- (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;
- (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 3**)).

What you are not covered for

- (iii) Hacking, cyber-attack or computer virus which results in damage, loss, corruption or alteration of stored personal data (*this exclusion applies to **insured incident 4 d) Data protection breaches only***).

Part 2 – Defending you

What you are covered for

Adviser's costs and expenses to defend **your** legal rights following an event arising from **your** farming business activity which leads to:

e) Wrongful arrest defence

civil action taken against **you** for wrongful arrest following an allegation of theft from **your** business premises;

f) Appealing against a Statutory Notice

an appeal against the imposition or terms of a Statutory Notice served on **you** by the relevant authority;

g) Information Commissioner Officer (ICO) appeals

an appeal against the refusal of the ICO to register **your** application for registration.

What you are not covered for

Part 3 – Defending an employee

What you are covered for

Adviser's costs and expenses to defend an **employee's** legal rights (only upon **your** request) following an event arising from **your** farming business activity which leads to:

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;

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**.

What you are not covered for

Insured incident 5 – Protecting Your Property

What you are covered for

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.

*Please note that 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.*

b) Damage to Property

Adviser's costs and expenses to pursue **your** legal rights following an event which causes physical damage to:

- land and/or buildings owned or occupied by **you** or for which **you** are legally responsible; and/or
- material property owned by **you** for which **you** are legally responsible.

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**.

What you are not covered for

Any claim relating to:

- (i) A contract **you** have entered into (other than a service occupancy licence in respect of **insured incident 5 c**);
- (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;
- (iii) Any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to **your** land and/or buildings and/or material property);
- (iv) Motor vehicles owned or used by or hired or leased to an **insured person**;
- (v) Goods in transit or goods lent or hired out;
- (vi) Subsidence, heave, quarrying or mining activities.

Insured incident 6 – Tax Investigations and Disputes

What you are covered for

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.

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.

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.

Please note that all tax returns and any supplementary information given must be complete and correct and submitted within the specified deadlines.

What you are not covered for

Any claim relating to:

- (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;
- (ii) Tax avoidance schemes;
- (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;
- (iv) Failure to register for VAT, PAYE or (where the regulations apply to **you**) the Construction Industry Scheme.

Insured incident 7 – Personal Injury

What you are covered for

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.

Please note that:

- (i) *We will only provide cover for an **insured person** (and members of their family who permanently live with them) at **your** request; and*
- (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.*

What you are not covered for

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.

Insured incident 8 – Jury Service and Witness Expenses

What you are covered for

The **insurer** will pay an **insured person's** lost salary or wages for time taken off work to:

- a) Perform jury service;
- 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.

Please note that:

- (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*
- (ii) **We** will only provide this cover for an **insured person** if **you** request that **we** do so.*

What you are not covered for

Any claim where an **insured person** cannot provide evidence of the extent of their lost salary or wages.

Insured incident 9 – Statutory Licence Appeal

What you are covered for

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** farming business activity.

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.

What you are not covered for

Any claim relating to the ownership, driving or use of a motor vehicle.

Insured incident 10 – Arbitration and Agricultural Land Tribunals

What you are covered for

Adviser's costs and expenses to represent **you** in a dispute arising out of a contract or tenancy or lease regulated by the Agricultural Holdings Act 1986 or Agricultural Tenancies Act 1995.

Please note that:

- (i) In all cases, **we** (or an **appointed adviser** acting on **our** behalf) will select the most appropriate legal venue to settle the dispute, taking account of the likely relative duration, **reasonable prospects of success** and **adviser's costs and expenses** associated with each available option. This may include arbitration, expert determination, mediation, **agricultural land tribunal** or litigation, as appropriate;*
- (ii) In the case of mediation or expert determination, these must be the sole means of resolving the dispute;*
- (iii) **You** must be the agricultural **tenant** as defined by the relevant legislation;*
- (iv) **You** must continue to be a member of the **Tenant Farmers Association** throughout the **period of insurance**;*
- (v) This insurance (or continuous and equivalent legal expenses insurance cover) must be in force prior to the serving of any formal notices relating to disputes covered under this **insured incident**;*
- (vi) Negotiations must have taken place to settle the dispute prior to arbitration, expert determination, mediation, litigation or a tribunal hearing takes place and all suggested settlements have, in **our** opinion, been properly assessed; and*
- (vii) **You** are responsible for the first 10% of each and every claim covered under this **insured incident**.*

What you are not covered for

- (i) Costs and expenses** incurred in the period leading up to the appointment of the arbitrator and/or application to tribunal or other method of dispute resolution.
- (ii)** Any increased rent awarded to the landlord.
- (iii)** Any dispute concerning a proposed succession of **your** tenancy.

Insured incident 11 – Contract Disputes

What you are covered for

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.

Please note that:

- (i) The amount in dispute must exceed £500 (including VAT);*
- (ii) If money is owed to **you**, all normal credit control procedures must be exhausted before **you** notify **us** of a claim.*

What you are not covered for

Any claim relating to:

- (i)** The sale or purchase of land or buildings or any lease, tenancy or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);
- (ii)** Disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement **you** have with a bank, building society or supplier of credit;
- (iii)** Motor vehicles owned or used by or hired or leased to **you**;
- (iv)** Disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;
- (v)** Disputes with a current or former **employee** arising from an actual or alleged contract of employment;
- (vi)** Computer hardware, software, systems or services which have either been supplied by **you**, or have been custom-made by a supplier to **your** specific requirements;
- (vii)** 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**;
- (viii)** The recovery of money and interest due from another party where that other party has not contested liability.

General exclusions applying to the whole policy

There is no cover for:

1) Claims arising before this insurance started

Any claim 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. (*This exclusion does not apply if **you** had continuous and equivalent legal expenses insurance with another provider which expired immediately before this insurance started*).

2) 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.

3) 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.

4) 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**.

5) 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.

6) 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**).

7) 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.

8) Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

9) 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**).

10) 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.

11) 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)

12) 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**. When acting under a **nominated adviser's terms of appointment** in respect of a claim under **insured incident 10 Arbitration and Agricultural Land Tribunals**, the most the **insurer** will pay is £120 per hour.

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

General conditions applying to the whole policy (continued)

(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.

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.

General conditions applying to the whole policy (continued)

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 an **insured person** and **us** over this policy, which cannot be resolved through **our** internal complaints handling process, the **insured person** is 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 **us** and the **insured person**. If **we** and the **insured person** are not able to agree on the appointment of an arbitrator, the President of the Chartered Institute of Arbitrators will decide.

The decision of the appointed arbitrator is binding and the arbitrator may require the **insurer** or the **insured person** 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.

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**.

General conditions applying to the whole policy (continued)

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 (if appropriate) 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 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 TFA 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.

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

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