

Professional Contractors Group Limited
PERSONAL LEGAL EXPENSES INSURANCE POLICY
PCG QUALITY UMBRELLA MEMBERS

IMPORTANT INFORMATION/SUMMARY OF COVER

PCG has taken out a Personal Legal Expenses Insurance Policy for the benefit of *Quality Umbrella* Members. The policy is held by the PCG, which is the only policyholder and only the PCG has direct rights under the contract of insurance. These rights are held for the benefit of PCG *Quality Umbrella* Members. Strict compliance with the terms and conditions is required if a member is to receive a benefit.

A claim can only be made by the Policyholder in connection with a Designated Member, who was the beneficiary of PCG *Quality Umbrella* Membership prior to the original notification of a claim under this policy. If the Designated Member ceases to be a member of the Policyholder prior to or during the course of any claim or proceedings, Insurers reserve the right to deny or withdraw cover.

The PCG Personal Legal Expenses Insurance Policy provides the following benefits for the *Quality Umbrella* Member. In order for PCG to claim under its Policy, you must be a fully paid up PCG *Quality Umbrella* Member at the time that one of the following events occurs:

- **Consumer Disputes (a £250 minimum sum in dispute):** Where the individual is acting as a consumer and not in the course of business. The Policy does not cover any disputes arising from vehicles, their parts or accessories or disputes relating to land or buildings other than the home of the member.
- **Property Disputes:** Pursuit of disputes regarding the Designated Member's home but excludes building works or repairs to your home or matters relating to the payment of rent or service charges.
- **Criminal Prosecution:** Defence of criminal prosecutions, but excluding prosecutions alleging wrongful arrest, or pleas in mitigation other than where the member initially pleaded guilty.
- **Personal Injury** Pursuit of claims for compensation following a personal injury, but excluding disputes arising out of the use of a motor vehicle on a public highway.
- **Employment Cover:** Pursuit of claims against the Designated Member's employer or ex-employer
- **Jury Service Cover:** Loss of earnings as a result of jury service providing the court requires attendance or availability on specified days. The policy covers only claims or proceedings notified during the Period of Insurance and pays a maximum of £300 per day for 10 days (i.e. £3,000).

The policy limits, except where stated above, allow the PCG to claim £50K in any one claim, with an aggregate limit of £250K per Member, to include the Member's spouse, per membership year.

The Territorial Limits are the UK excluding the Isle of Man & Channel Islands.

These notes are intended as a guide; the full terms and conditions are contained in the Policy.

ADVISORY & CLAIMS SERVICES

Legal Advice

Abbey Tax Protection has arranged for PCG Members to have convenient access to the Abbey Legal Line, which provides you with telephone based legal advice on UK law. It is important that in the event of a claim on this policy that the member follows the advice provided as otherwise this could void the claim.

If a PCG Member requires advice on any of the following subjects, please telephone the number shown and quote your membership number.

Employment Matters
Health and Safety
General Legal Matters

Please note that the Abbey Legal Line is not empowered to give advice on the admissibility of any claim under the Policy. Also, in the interests of monitoring the quality of legal advice given, conversations may be recorded.

Tax & VAT Advice

This advice line is available to all PCG members and can be contacted in connection with any tax & Vat issues that you might have as a PCG *Quality Umbrella* Member.

Claims

If you need to notify a possible claim, please contact PCG on 0845 125 9899

You should provide your Membership number and brief details of the circumstances. A claim form can be downloaded from the PCG (QU) website and the completed form must be returned to the PCG without delay.

Please note that in certain circumstances (as shown on the Schedule) Abbey Legal Protection will choose a suitable legal representative to act on the member's behalf.

This policy is provided to the PCG by Abbey Tax Protection who can be contacted at:

One Mitchell Court, Castle Mound Way, Rugby CV23 0UY.

Abbey Tax Protection is a trading division of Abbey Protection Group Limited which is authorised and regulated by the Financial Services Authority. Firm Number: 308829

LEGAL PROTECTION POLICY WORDING

This is a 'claims made' insurance which covers only claims or proceedings notified during the Period of Insurance. A claim can only be made by the Policyholder in connection with a Designated Member, where the Designated Member has purchased PCG Quality Umbrella Membership.

Whereas the Policyholder has supplied certain information to the Insurer, which is hereby agreed to form the basis of this insurance contract and is incorporated into this Policy for the consideration specified in the schedule. The Insurer, Brit Insurance Limited, agrees to indemnify Personal Legal Expenses to the extent and in the manner provided within this Policy in consideration of the Premium. Unless expressly stated nothing in this insurance contract is intended to create rights pursuant to the Contract (Rights of Third Parties) Act 1999 in favour of anyone other than the Policyholder.

DEFINITIONS

Acts of Parliament

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.

Any One Claim

All claims or legal proceedings consequent upon the same original cause, event or circumstance.

Appointed Representative

A consultant, solicitor, barrister or other appropriately qualified person appointed to act for the Designated Member in accordance with the terms of this Policy.

ATP

Abbey Tax Protection which administers the Legal Expenses Insurance Policy including Claims Settlement on Insurers' behalf and to whom any notification of claim must be addressed

Contracting Party

A person, firm or company domiciled within the Territorial Limits with whom the Designated Member has a direct contractual relationship.

Policyholder

The Professional Contractors Group Limited trading as PCG, Sovereign Court, 635 Sipson Road, West Drayton, UB7 0JE

Designated Member

A PCG Quality Umbrella employee and their spouse and any of their children under the age of 18 normally resident with the Designated Member at their Home. The Designated Member must be a fully paid-up member of the Policyholder's organisation and have agreed with the Policyholder to be designated for the purposes of the Policy. The Policyholder shall make a list of such members available to ATP upon demand.

Home

The principal private dwelling house of the Designated Member.

Injury

Physical bodily injury or death.

Insurer

Brit Insurance Limited 55 Bishopsgate, London, EC2N 3AS

Legal Expenses

- i. Any professional fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Policyholder;
and
- ii. Any costs incurred by other parties insofar as the Designated Member is held liable in court or tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with the consent of the Policyholder but excluding any costs which the Designated Member may be ordered to pay by a court of criminal jurisdiction.

Period of Insurance

As specified in the Schedule.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative with the consent of the Policyholder in respect of any claim or proceedings but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Territorial Limits

United Kingdom of Great Britain and Northern Ireland.

Vehicle

A private car being owned or leased by the Designated Member including a caravan or trailer whilst attached or any Vehicle the Designated Member is responsible for under a driving other cars extension to the Designated Members motor insurance policy.

LIMITS OF INSURER'S LIABILITY

The maximum liability of the Insurer under this Policy is limited to the amounts specified in the Schedule for 1 and 2 below:

1. Any One Claim
2. All claims notified during the Period of Insurance.

SECTIONS OF COVER

The Sections of Cover applicable are as specified in the Schedule.

SECTION A: CONSUMER DISPUTES COVER

The Insurer agrees to indemnify the Policyholder in respect of a Designated Member against Legal Expenses incurred in the pursuit or defence of any dispute or legal proceedings in a contractual dispute with a Contracting Party over a contract:

- a) to obtain any service as defined by the Supply of Goods and Services Act 1982 or;
- b) for the sale or purchase of any goods as defined by the Sale of Goods Act 1979

provided that;

- a) the amount in dispute exceeds £250 and;
- b) the Designated Member Person is contracting as a consumer and not in the course business.

Exclusions to Section A

The Insurer will not be liable to indemnify the Policyholder in respect of Claims arising out of or in connection with:

- a) any dispute arising from or relating to Vehicles, their parts or accessories
- b) any disputes arising from or relating contracts relating to land or buildings other than the Home.

SECTION B: PERSONAL INJURY COVER

The Insurer agrees to indemnify the Policyholder in respect of a Designated Member against Legal Expenses Incurred in the pursuit of any claim or legal proceedings brought within the Territorial Limits and notified during the Period of Insurance for damages for Injury to the Designated Member caused by the actual or alleged act or omission of a third party

Exclusions to Section B

The Insurer shall not be liable to indemnify the Policyholder in respect of a Designated Member hereunder in respect of claims arising out of or in connection with any Injury sustained in the use of or caused by a Vehicle or use of the public highway.

SECTION C: CRIMINAL PROSECUTION DEFENCE

The Insurer agrees to indemnify the Policyholder in respect of a Designated Member against Legal Expenses incurred in defending a prosecution brought against the Designated Member within the Territorial Limits and notified during the Period of Insurance in a court of criminal jurisdiction.

Exclusions to Section C

The Insurer shall not be liable to indemnify the Policyholder hereunder in respect of:

- Any plea in mitigation other where the Designated Member initially pleads
- Prosecutions alleging violence

SECTION D: EMPLOYMENT PURSUIT

The Insurer agrees to indemnify the Policyholder in respect of a Designated Member against Legal Expenses incurred in pursuing a claim or legal proceedings made or commenced within the Territorial Limits and notified during the Period of Insurance following a dispute with an employer or former Employer which relates to the Designated Member's contract of employment with the employer.

SECTION E: PROPERTY DISPUTES

The Insurer agrees to indemnify the Policyholder in respect of a Designated Member against Legal Expenses incurred in pursuing a civil claim within the Territorial Limits and notified during the Period of Insurance in respect of a dispute involving actual or alleged negligence, damage or nuisance to the Home provided that the Designated Member will suffer financial loss if the Designated Member fails to pursue or defend the claim or legal proceedings.

Exclusions to Section E

The Insurer shall not be liable to indemnify the Policyholder in respect of a Designated Member hereunder in respect of claims arising out of or in connection with:

- a) claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings
- b) disputes with local or government authorities
- c) disputes involving leased or rented property or in respect of or arising out of any tenancy agreement
- d) compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on or damage to any property
- e) Actual planned or proposed construction closure adoption or repair of roads or bridges or the actual planned proposed construction demolition or adaptation of buildings housing or other works
- f) Claims relating to material damage covered by another relevant insurance policy

SECTION F: JURY SERVICE COVER

Jury Service

Insurers agree to indemnify the PCG for claims made on its policy in respect of loss of earnings by a Designated Members as a result of Jury service providing the court requires the Designated Member (or Designated Member's employee) to be in attendance or requires the Designated Member to be available on specified days.

Jury Service Allowance

The Jury Service Allowance will be limited to a maximum of 10 days at £300 per day less a deduction of any amount recovered from the relevant court.

In order to arrive at the daily amount payable, the member will provide details of the length and value of the current engagement from which it will be possible to calculate a daily rate.

GENERAL EXCLUSIONS

The Insurer shall not be liable to indemnify the Policyholder hereunder in respect of:

1. the defence of the Designated Member in civil legal proceedings arising from:
 - i. injury or disease including psychiatric injury and stress;
 - ii. loss, destruction or damage of or to property;
 - iii. alleged breach of any Professional Duty;
 - iv. any tortious liability (other than as specified in Section E);
2. any claim or legal proceedings made, brought or commenced outside the Territorial Limits;
3. Legal Expenses or Professional Expenses incurred without the prior written consent of ATP;
4. any claim relating to or arising from any cause, event or circumstance occurring prior to or existing at inception of this Policy and which has or which the Designated Member knew or ought reasonably to have known may give rise to a dispute by or against the Designated Member;
5. fines or other penalties imposed by a court or tribunal;
6. any claim or legal proceedings in respect of which the Designated Member is, or but for the existence of this Policy would be, entitled to indemnity under any insurance policy whether a legal expenses insurance or not or under a legal aid certificate or representation order;
7. any claim arising out of the deliberate, conscious, intentional or negligent disregard by the Designated Member of the need to take all reasonable steps to avoid and prevent claims, legal proceedings or disputes;
8. any dispute with Government or Local Authority departments concerning the imposition of statutory charges;
9. disputes between Designated Members as specified in the Schedule or any endorsement thereto;
10. any dispute between the Designated Member and the Policyholder, the Insurer, the Appointed Representative or ATP;
11. any claim arising out of breach or alleged breach of confidentiality or passing off whether related to intellectual property or not or the use or alleged use of any intellectual property;
12. any claim arising out of or in connection with actual or alleged defamation or malicious falsehood;
13. any Legal Expenses incurred in respect of or in connection with a judicial review;
14. appeals arising out of legal proceedings to which Insurers' Consent has been granted;
15. any claim, consequential loss, legal liability or any loss or damage to property directly or indirectly caused by or contributed to by seepage, pollution or contamination of any kind;
16. any Legal Expenses or Professional Expenses which the Designated Member should or would have had to incur irrespective of any dispute;
17. any expense, consequential loss, 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;
18. any loss, damage, cost or expense of whatever nature 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; or
 - 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, of 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 the public, or any section of the public in fear.

GENERAL CONDITIONS

1. Arbitration

Any dispute between the Policyholder and the Insurer 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. All 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 written instructions of the Policyholder and the premium shall be adjusted on the basis of Insurers receiving the customary short term premium save that there will be no refund of premium if the Policyholder has notified a claim to ATP during the Period of Insurance.

This Policy may also be cancelled by Insurers giving 30 days notice to the Policyholder and the premium shall be adjusted on the basis of Insurers receiving or retaining pro-rata premium.

3. Alteration of Risk

The Designated Member must notify the Policyholder immediately in writing of any alteration in risk that materially affects this insurance.

4. Due Observance

The Policyholder 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.

6. Data Protection Act 1998

It is agreed by the Policyholder that any information provided to ATP or the Insurer regarding the Policyholder will be processed by the ATP or the Insurer in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

CLAIMS CONDITIONS

1. Notification of Claims

ATP must be advised in writing immediately the Policyholder becomes aware of any cause or event which has or is likely to give rise to a claim under this Policy. Failure to notify during the Period of Insurance may lead to the claim not being admitted. Where such notification has been given, the Insurer agrees to treat any subsequent claim or legal proceedings in respect of the cause, event or circumstance notified as though the claim or legal proceedings had been made, brought or commenced during the Period of Insurance.

The PCG will make available to the Designated Member a claim form that must be completed and returned immediately to the PCG before submission to ATP.

2. Insurers' Consent

It is a condition precedent to the liability of the Insurer that their consent to incur Legal Expenses or Professional Expenses must firstly be obtained in writing. This consent will be given by ATP on behalf of the Insurer if the Policyholder can satisfy ATP that on behalf of the Designated Member:

- a) it is reasonable to incur Legal Expenses or Professional Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses or Professional Expenses to be incurred; and
- b) i. where the Designated Member is pursuing an action that there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedy sought; or
ii. where the Designated Member is defending the other party does not have reasonable prospects of proving the Designated Member's legal liability; or
iii. in respect of a criminal prosecution and where the Designated Member pleads guilty there is a reasonable prospect of a significant mitigation of the Designated Member's sentence or fine.

If during the course of a claim the Designated Member ceases to satisfy ATP or the Policyholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal and Professional Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

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

With the agreement of the Designated Member, ATP may provide assistance in settling disputes, the costs of which will be covered under this Policy within the Limits of Insurers' Liability.

ATP at its discretion may require the Designated Member to obtain an opinion from Counsel at the Designated Member's expense as to the merits of a claim or legal proceedings such opinion to have regard to the same issues that the Policyholder has in assessing the merits of any claim. If based upon such opinion the Policyholder is satisfied in respect of a) and b) above the Legal Expenses and Professional Expenses in obtaining that opinion will be paid by the Insurer within the Limits of the Insurer's Liability.

In granting its consent the Insurer undertakes to provide indemnity to the Policyholder subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all Legal Expenses or Professional Expenses will be paid. In particular Legal Expenses or Professional Expenses for matters that go beyond the immediate scope of the claim or legal proceedings shall be deemed by the Insurer to fall outside the indemnity provided by this Policy.

ATP reserves the right to limit its consent by time and or financial amount of Legal Expenses or 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 that the particular claim or legal proceedings have not been brought within the terms and conditions of this Policy and its Schedule the Insurers consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses Professional Expenses and Awards of Compensation previously paid.

If the Designated Member elects to proceed with the pursuit or defence of a claim or legal proceedings to which the Insurers' consent has been refused through lack of reasonable prospects as required in b) i. and ii. above if the Designated Member is successful in such pursuit or defence, Insurers will pay Legal Expenses or Professional Expenses incurred after such consent had been refused subject to the terms conditions of this Policy.

3. Instruction and choice of Appointed Representative and Counsel

ATP will choose an Appointed Representative to act on behalf of the Designated Member in any claim under certain Sections as specified in the Schedule.

Where recourse is necessary to a lawyer and proceedings are issued, the Designated Member is free to choose an Appointed Representative to act in the name of and on behalf of the Designated Member in any legal proceedings to which the Policyholder has consented. The name and address of the Appointed Representative the Designated Member proposes to instruct must be notified to the ATP in writing. ATP will accept such nomination provided ATP is satisfied the proposed Appointed Representative will cooperate and enable the Designated Member 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.

A dispute arising from the Designated Member's choice may be referred to Arbitration in accordance with General Condition 1.

The Designated Member must not, without the written consent of the Policyholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses. The Policyholder may withdraw consent previously given at any time.

In selecting the Appointed Representative the Designated Member shall have regard to its duty to minimise the cost of any claim or legal proceedings. In all other claims ATP will choose the Appointed Representative.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of the Designated Member. If in the course of any claim or legal proceedings 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 ATP for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the Insurer's liability that:

- a) The Designated Member must give the Appointed Representative and ATP 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 the Designated Member's possession. The Designated Member must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- b) ATP is entitled to receive from the Appointed Representative and Designated Member any information, document or advice in connection with any claim or legal proceedings even if privileged. In addition the Designated Member must instruct the Appointed Representative to provide ATP with regular updates on the progress of any claim or legal proceedings and inform ATP immediately if and when any circumstance adversely impacts the factors taken into account in granting the Insurers' consent. On request the Designated Member will give to the Appointed Representative any instructions necessary to secure the required access.

Indemnity may be withdrawn if the Designated Member fails to cooperate at all or within a reasonable time with the Policyholder's or the Appointed Representative's requests.

5. Payment of Legal Expenses Professional Expenses and Awards of Compensation

All bills for Legal Expenses or Professional Expenses which the Designated Member receives from the Appointed Representative should be forwarded to ATP without delay. If ATP so requires, the Designated Member must ask the Appointed Representative to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal. The Designated Member is responsible for payment of all Legal Expenses or Professional Expenses or Awards of Compensation. The Insurer may settle these direct if requested by the Designated Member to do so. The payment of some Legal Expenses or Professional Expenses does not imply that all Legal Expenses or Professional Expenses will be paid.

6. Offer of Settlement

It is a condition precedent to the liability of Insurers that the Designated Member must inform ATP in writing as soon as an offer to settle a claim or legal proceedings is received and or the Designated Member proposes to make an offer of settlement. In any settlement, the Designated Member must have regard to Legal Expenses, Professional Expenses incurred or likely to be incurred by the Insurer and the recovery thereof.

No indemnity will be provided if the Designated Member enters into any agreement to settle without the prior written consent of ATP (such consent not to be unreasonably withheld) and Insurers shall be entitled to recover any Legal Expenses or Professional Expenses or Awards of Compensation previously paid. If the Designated Member unreasonably rejects an offer of settlement which ATP recommends acceptance of or makes an offer which ATP does not agree no further indemnity shall be provided. Insurers may at their absolute discretion decide to pay the Designated Member the amount of damages that the Designated Member is claiming or is being claimed against the Designated Member instead of indemnifying for Legal Expenses Professional Expenses. Where Insurers exercises this discretion Insurers will cease to be liable for any further Legal Expenses or Professional Expenses.

7. Recovery of Costs

Whenever the Designated Member is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer. The Designated Member and their 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, the Designated Member agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the Insurer. Where such a settlement is paid in instalments all costs to the Insurer shall be paid first.

8. Appeal Procedure

If, following legal proceedings to which ATP has consented, the Designated Member wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to ATP through the Appointed Representative immediately or as soon as practicable so that ATP 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 the Designated Member following legal proceedings to which Insurers have consented, the Designated Member must notify ATP immediately in order that cover shall continue. ATP will inform the Appointed Representative of its decision. If ATP so requires, the Designated Member must co-operate in an appeal against the judgment or decision of a court or tribunal.

9. Duty to Minimise

The Policyholder and the Designated Member must take all reasonable precautions to avoid and prevent claims, legal proceedings and disputes and use every endeavour and take all reasonable measures to minimise the cost and effect of any claim or legal proceedings under this Policy.

10. Fraudulent Claims

If the Policyholder and/or designated Member makes 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 hereunder shall be forfeited and the Insurer shall be entitled to recover any Legal Expenses or Professional Expenses previously paid.

11. Insolvency of the Designated Member

If the Policyholder becomes insolvent during the course of any claim or legal proceedings to which Insurers have consented Insurers shall reserve the right to withdraw that consent or appoint an alternative Appointed Representative. In the event of a Designated Member becoming insolvent during the course of any claim or legal proceedings to which Insurers have consented Insurers reserve the right to withdraw the consent for the Appointed Representative to continue to act under the terms of this Policy. The party shall be deemed insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

12. Designated Member Resignation

If the Designated Member ceases to be a member of the Policyholder prior to or during the course of any claim or proceedings, Insurers reserve the right to deny or withdraw cover.

COMMUNICATIONS

Initial notification of a claim must be made in writing by first class post or facsimile to the Abbey Tax Protection by addressing it to:

Abbey Tax Protection
One Mitchell Court
Castle Mound Way
Rugby
CV23 0UY
Tel: 0870 607 7000
Fax: 0870 607 7001

All notices and communications from the Insurer or their representatives to the Designated Member shall be deemed to have been duly sent if sent to the Designated Member's address as last declared to the Policyholder or, in relation to any matters arising out of any claim or legal proceedings, if sent to the Appointed Representative.

All notices and communications from the Designated Member or the Appointed Representative to the Insurer shall be deemed to have been duly sent if sent to the Policyholder at the above address.

COMPLAINTS

ATP is dedicated to providing the Policyholder with a high quality service and we want to ensure that this is maintained at all times. If, however, you are not satisfied with any part of the service you have received, then please write and tell us and we will do our best to resolve the problem. In the first instance please contact:

Abbey Tax Protection
Telephone: 0870 607 7000 Fax: 0870 607 7001 E-mail: admin@abbeytax.co.uk

In the event you remain dissatisfied and wish to pursue matters further you may be able to refer the matter to the Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million, and from trusts with a net asset value of less than £1 million.

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

Helpline: **0845 080 1800**
Switchboard: **020 7964 1000**
Website: www.financial-ombudsman.org.uk

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

Abbey Tax Protection is the trading name of the Professional Expenses Insurance arm of the Abbey Protection Group Limited (APG).

APG is authorised by the Financial Services Authority to conduct insurance mediation activities with effect from 14th January 2005.