

Self-Build Professional Fees Policy

Comprehensive Legal Expense cover
for your Self-Build project



The Services and Complaints Handling

Our Promise to You

- a) We will acknowledge complaints promptly
- b) We will investigate quickly and thoroughly
- c) We will keep you informed of progress
- d) We will do everything to resolve your complaint fairly
- e) We will learn from our mistakes and use your feedback to continually improve our service

What to do if You have a Complaint

We are dedicated to providing you with a high quality service and we want to ensure that we maintain this at all times. If you feel that we have not offered you a first class service please contact us on 01732 742 102 or write to us at the address below quoting your Policy number or claim reference:

Self-Build Zone Limited
Anton House South Park Sevenoaks Kent TN13 1EB
e-mail customerservices@selfbuildzone.com

Self-Build Zone Limited is a subsidiary company of Sennocke International Insurance Services Limited, registered at the same address, and which is Authorised and Regulated by the Financial Services Authority.

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
18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

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 Cast House Old Mill Business Park Gibraltar Island Road Leeds LS10 1RJ

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

This also applies if You are a limited company with a turnover of less than €3 million, or are a charity, club, trust or partnership. You may contact the Financial Services Ombudsman at:-

Financial Services Ombudsman
32 Upper Merrion Street Dublin 2 Tel: 01 613 0892
Email; enquiries@financialombudsman.ie
www.financialombudsman.ie

This does not affect Your statutory rights.

Compensation Scheme

Primary Insurance Company Limited is authorised and regulated by the Irish Financial Services Regulatory Authority ("IFSRA"). In the event that the company cannot meet its insurance obligations you may be entitled to compensation from the Irish Insurance Compensation Fund. Further information about compensation scheme arrangements is available from the IFSRA by writing to P.O Box 9138, College Green, Dublin 2, Republic of Ireland or by telephone or fax (Tel: 00 353 1 4104000 or Fax: 00 353 1 4104900), or by e-mail (consumerinfo@ifsra.ie).

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

All potential claims must initially be reported to our Claims Helpline Service, which operates between the hours of 9.00am – 5.00pm Monday to Friday excluding UK Bank Holidays.

**Legal Fees Claims Helpline Service –
0044 1384 377000**

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

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.

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. there is insufficient prospects of obtaining recovery of any sums claimed; or
3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending 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).

At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.

Please note that if you should engage the services of a Professional prior to making contact with this Helpline any costs that you incur are not 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.

Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

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

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants 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.

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 amount of each and every claim as detailed on the Schedule.

Insured Person

The Policyholder and his or her spouse.

Insurers

UK Underwriting Limited on behalf of:-

Primary Insurance Company Limited, an insurance company established in Ireland and authorised and licensed by the Irish financial Services Regulatory Authority. Registered in The Republic of Ireland, registration number E340407, registered office First Floor, Fitzwilton House, Wilton House, Dublin 2, Ireland

Legal Insurance Management Ltd and UK Underwriting Limited are authorised and regulated by the UK Financial Services Authority. This can be checked on the FSA's website at www.fsa.gov.uk/register or by contacting them on 0044 845 606 1234.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

The sums specified in the Schedule and Policy being the maximum We will pay including Insured Events related by time or cause.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

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

Professional Fees

Legal and accountants fees including disbursements reasonably and property incurred by the Authorised Professional, 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 Event.

Professional Fees will include VAT where it cannot be recovered.

Schedule

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

Self Build Home

The dwelling to be constructed for the Insured Person within the Territorial Limits to be used by the Insured Person or a close family member for domestic purposes including outbuildings and mains services.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

Definitions Continued

Territorial Limits

Republic of Ireland

Time of Occurrence

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases- when you or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question

We, Us, Our

The Insurers and/or Legal Insurance Management Ltd, the Coverholder or the Authorised Professional

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.

We will indemnify You, 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 Event within the Territorial Limits in connection with the Business where You notify Us during the period of insurance and within 30 days of the Time of Occurrence of the Event.

Insured Events

(Section 1)	
Contract Disputes	
What is Covered?	What is Excluded?
<p>Pursuing claims arising out of a contract which must be evidenced and recorded in writing entered into by or on behalf of You arising directly from the construction of the Self Build Home in order to seek compensation and or implementation of the contract from the following:</p> <ul style="list-style-type: none"> a) The vendor of the plot of land. b) The solicitor or licensed conveyancer acting on the Insured Person's behalf. c) The architect and or architectural technical draughtsman acting on the Insured Person's behalf. d) The provider of the kit of Self Build Home build materials. e) Any other supplier of materials, fittings, decorations, or built-in appliances. f) Any structural or mechanical engineer acting on the Insured Person's behalf. g) The groundwork contractor (including test bores). h) The demolition contractor. i) The surveyor / quantity surveyor acting in their supervisory role in the course of building work. j) The local authority (other than in connection with planning disputes). k) The utility charged with the connection of Water, Sewage, Electricity, Gas or Telephone services. l) The main contractor of each individual trade who is carrying out the construction of the Self Build Home on the Insured Person's behalf including any claim against an NHBC guarantee provided by the individual trade or main contractor. <p>Subject to the cause of action arising and being subject to a court of jurisdiction within the Territorial Limits.</p>	<p><i>Excluding:-</i></p> <ul style="list-style-type: none"> i) <i>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 €750.</i> ii) <i>An Insured Event reported to the Insurer outside the Period of Insurance.</i> iii) <i>Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.</i> iv) <i>Claims arising in connection with planning permission (other than in connection with the architect's negligence).</i> v) <i>Any claim if the Self Build Home project is abandoned for any reason other than as a result of a claim.</i> vi) <i>Any claim for compensation arising from the completed Self Build Home being valued at the sum originally quoted by a surveyor prior to the commencement of the build project.</i> vii) <i>Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.</i> viii) <i>The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.</i> ix) <i>Claims involving tradesmen or suppliers sub-contracted to the main contractor acting on the Insured Person's behalf.</i> x) <i>Any claim where the cause of action arises from incidents which have occurred or services or materials and the like which have been provided prior to the first inception date of this insurance.</i> xi) <i>Any claim arising from project management errors, omissions or disputes.</i>

(Section 2)	
Eviction	
What is Covered?	What is Excluded?
The eviction of anyone in the Self Build Home without Your permission.	

Exclusions

This insurance does not cover: -

1. *Professional Fees incurred: -*
 - a) *in respect of any Event where the Time of Occurrence commenced prior to the commencement 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 Professional.*
 - e) *where You are responsible for anything which in Our opinion prejudices Your case.*
 - f) *if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional or withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.*
 - g) *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.*
 - h) *in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.*
2. *the pursuit, continued pursuit or defence 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 Us or 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 can be 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 other than as insured under Insured Events – Employment Awards*
7. *claims arising from an Event as a result of 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 dispute or prosecution involving a motor vehicle.*
18. *any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).*
19. *any claim arising from a stress or psychological related condition.*
20. *disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisors.*
21. *a claim falling within the Small Claims Track limits where We shall provide legal advice and assistance and exercise Our discretion as to payment of any further costs.*

Exclusions Continued

22. *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.*
23. *Legal Proceedings between an Insured Person and a central or local government authority.*
 - a) *Unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or*
 - b) *Concerning the imposition of statutory charges.*
24. *any matter in respect of which an Insured Person is entitled to Legal Aid.*
25. *any Professional Fees incurred in defending or pursuing new areas of law or test cases.*

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 or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require (at Our discretion) You at Your expense to obtain the opinion of an expert or counsel on the merits or continued 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. there is insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively 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 shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK Underwriting Ltd are an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional 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 Professional whose name and address You must submit to Us. In selecting Your Authorised Professional 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 Policy Conditions.

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

Policy Conditions Continued

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional 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 Professional 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 Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional 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.

Arbitration

If there is a dispute between You and Us, which is not solved by the policy either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

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.

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 and 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 Policyholder at their last known address. Provided the premium has been paid in full the Policyholder 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, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

Data Protection Act 1998

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 herein.

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, 18 Hagley Road, Stourbridge, West Midlands, DY8 1PS.

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, other insurers etc.

Policy Conditions Continued

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.

Legal and Claims Helpline

The Legal Helpline provides advice on any legal problem affecting the Policyholder.

All potential claims must be reported initially to the Claims Helpline for advice and support.

Legal Claims Helpline:- 0044 1384 377000

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

IMPORTANT

You must consult the Legal Claims Helpline Service immediately You are aware of an employment dispute or potential dispute or when any action that You may take could lead to a dispute

If You are in any doubt contact should be made with the Helpline – 0044 1384 377000 – for advice and guidance prior to taking any action.

Failure to comply with this requirement may lead Us to decline a claim under this policy.

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.



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