

HOME  
INSURANCE  
LEGAL  
SERVICES

Your Policy Wording  
Please keep this safe

MORE TH>N<sup>®</sup>

HOME INSURANCE

# 24 HOUR LEGAL HELP AT YOUR FINGERTIPS

Welcome to MORE TH>N Legal Services, an extra part of your home insurance. Now if you and your family don't know where you stand on any legal matter, you can call immediately for confidential advice from professionals with years of experience in law.

## LEGAL ADVICE LINE

0800 300 688

Free and confidential advice from a team of lawyers on personal or domestic legal matters when you need it, 24 hours a day, 7 days a week.

## ONLINE DOCUMENTS

[morethan.com/legalservices](https://morethan.com/legalservices)

Quickly and easily prepare professional legal documents and consumer complaint letters. There are 150 services for you to choose from, all for no extra cost.

## LOST OR FORGOTTEN PASSWORD

0330 102 3650

Your password is your key to any documents you have created and stored online, so please make a note of it in this booklet and download your documents to a safe place. However, if you ever lose your password, let us know and we'll send you a new one straight away.

## LEGAL EXPENSES CLAIMS HELPLINE

0800 300 688

If you think you need to make a claim, call us first on this number and we will help you from start to finish.

## CUSTOMER SERVICE LINE

0330 102 3627

If your circumstances change or you have a query about your home insurance or MORE TH>N Legal Services, please call this number. Lines open Monday to Friday 8am-9pm, Saturday 8am-5pm, Sunday 9am-5pm.

## TECHNICAL ASSISTANCE

0330 102 3650

For technical problems with document creation.

# CONTENTS

- 4 THE RANGE OF OUR LEGAL SERVICES
- 5 GETTING THE HELP YOU NEED
- 6 LEGAL TERMS EXPLAINED  
WORDS WITH SPECIAL MEANINGS
- 8 THE COVER
- 14 GENERAL EXCLUSIONS
- 15 CONDITIONS
- 16 CLAIMS SETTLEMENT CONDITIONS
- 19 OUR COMMITMENT TO CUSTOMER SERVICE
- 21 HOW WE USE YOUR INFORMATION

ONCE REGISTERED, MAKE A NOTE OF YOUR USERNAME AND PASSWORD HERE

USERNAME

PASSWORD

# A COMPREHENSIVE LEGAL PACKAGE FOR YOU AND YOUR FAMILY

Now you don't have to worry about the cost, time and complication of being involved in any legal issues.

As part of your home insurance, you should have up to £50,000 of cover for legal expenses and access to a user-friendly range of services to help solve problems and put your mind at ease.

MORE TH>N is not just about insurance for legal problems. Do you have a legal question? Phone us for free, we are open 7 days a week 24 hours a day and we'll do our best to answer it. Need to write a Will, Lasting Powers of Attorney, or complain about faulty goods? Use our simple online document service to create quality legal documents tailored to your circumstances. With a range of over 150 services to choose from, we are here to save you time and money.

The legal advice line can help you with almost anything, including:

- > PROPERTY DISPUTES
- > ACCIDENTS AND PERSONAL INJURY
- > DISPUTES WITH A NEIGHBOUR
- > EMPLOYMENT LAW
- > CONSUMER RIGHTS

These are just a few of the issues that MORE TH>N Legal Services online document preparation service can help you with:

- > WILLS
- > IDENTITY THEFT
- > TENANCY AGREEMENTS
- > LASTING POWERS OF ATTORNEY
- > PRE-NUPTIAL AGREEMENTS
- > COHABITATION AGREEMENTS

## START USING MORE TH>N LEGAL SERVICES

To register as a first-time user, simply follow these easy steps:

1. Go to [morethan.com/legalservices](https://morethan.com/legalservices)
2. Enter your policy number, email address and choose a password
3. Review then accept the terms of use and select 'Register'

You can immediately learn about your legal rights and access our online document service to quickly prepare professional legal documentation including Wills, Lasting Powers of Attorney and identity theft. In fact, you can choose from over 150 online documents each designed to deal with your specific need.

# THREE WAYS TO GET THE LEGAL HELP YOU NEED

You never quite know when you or your family might need legal help.

But with MORE TH>N Legal Services there's no need to spend time worrying unnecessarily. With our three specific services, it's easy to find the legal advice and help you need to reach a solution.

## 1. LEGAL EXPENSES COVER

MORE TH>N Legal Services provides you, and members of your family living with you, with legal expenses cover of up to £50,000 for:

- > PERSONAL INJURY
- > RESIDENTIAL MATTERS
- > TAX RELATED ISSUES
- > CONSUMER PROTECTION
- > EMPLOYMENT CONCERNS

## 2. ROUND THE CLOCK LEGAL ADVICE LINE

**0800 300 688.** Lines open all day, every day.

Whenever you have a legal concern, simply call our advice line and speak to a lawyer.

In many cases, the experts may be able to clear things up quickly. Or, if you do need to make a claim, they will guide you through the steps you need to take.

Whatever action they advise, MORE TH>N Legal Services will always be working with you, and will keep you up to date with progress until the situation is resolved.

## 3. ONLINE LEGAL DOCUMENTS

[morethan.com/legalservices](https://morethan.com/legalservices)

Here you have free access to the 150 legally binding documents and letters covering everything from making a Will to contesting a parking ticket.

All our legal documents are interactive and will ask you a series of easy to answer questions. As you answer each question the document prepares itself taking into account your individual situation. Once you have finished answering all the questions, you can select to send the document for legal review by secure email link. The legal team will check and approve the document ensuring it is legally correct for you before returning the document ready for you to print.

All this is yours for no additional cost and you can use it as many times as you like. So why not give it a go now?

# WORDS WITH SPECIAL MEANINGS

This part of the policy sets out the words which have special meanings. Each word is listed with the meaning explained, and is printed in **bold** type wherever it appears in this policy.

WORD(S)	MEANING(S)
<b>Any one claim</b>	All legal proceedings, including appeals, arising from or relating to the same original cause or event.
<b>Arbitration</b>	A meeting held in private to settle a dispute about the policy. This is less formal than a court hearing.
<b>Court</b>	A court or other appropriate authority.
<b>Disbursements</b>	Money that your solicitor has spent on your behalf in dealing with your case. These amounts are different from your solicitor's own fees and will be shown as a separate item on your solicitor's bill.
<b>Document Service</b>	Epoq Legal Ltd which provides the online document service Registered Address: Epoq Legal Ltd Middlesex House 29-45 High Street Edgware Middlesex HA8 7UU
<b>Expert Witness</b>	A person who has a special skill or technical or professional knowledge (for example, a doctor or a surveyor) and whose opinion can be given as evidence in court.
<b>Full enquiry</b>	Action taken by the Inland Revenue following a Notice issued under Section 9A of the Taxes Management Act 1970 saying they plan to carry out a 'Special Compliance Office Investigation' or a 'Local Tax Office Enquiry' which involves examining and considering all areas of your tax affairs in detail.
<b>Goods</b>	Items you own or for which you are legally responsible, except motorised vehicles or parts of them, land, buildings or items used for business purposes.
<b>Insurance Period</b>	The period shown on <b>your</b> schedule and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> premium.
<b>Insurer</b>	Royal & Sun Alliance Insurance plc.

WORD(S)	MEANING(S)
<b>Legal expenses</b>	Your representative's fees, costs and disbursements which we have agreed or the costs of any other people involved in the legal proceedings if you have to pay those costs. This includes costs following an 'out-of-court' settlement to which we have agreed. This does not include any damages, fines or penalties you have to pay.
<b>Legal proceedings</b>	Legal action in a civil court to protect your rights in a dispute.
<b>Partner</b>	A person you have a continuous relationship with and who lives with you at the insured property.
<b>Representative</b>	The solicitor or other suitably qualified person appointed to act for you.
<b>Territorial limits</b>	Great Britain and Northern Ireland, all other countries in the European Union, the Isle of Man, the Channel Islands, Andorra, Egypt, Gibraltar, Iceland, Israel, Liechtenstein, Monaco, Morocco, Norway, San Marino, Switzerland, Tunisia, Turkey, Vatican City and islands in the Mediterranean.
<b>We, us, our</b>	Cigna Legal Protection, a third party provider approved by Royal & Sun Alliance Insurance plc., which handles claims on behalf of the insurer. <b>You</b> can contact Cigna Legal Protection at: T: 0330 100 9516 E: <a href="mailto:personal.legal.claims@cignainsurance.co.uk">personal.legal.claims@cignainsurance.co.uk</a>
<b>You, your</b>	The person named as policy holder on <b>your</b> schedule, <b>your</b> husband, wife, <b>partner</b> , children, parents and relatives who all normally live with <b>you</b> at the insured property.

## > PERSONAL INJURY

### THE COVER

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If MORE THAN Legal Services is shown on <b>your</b> schedule, <b>we</b> provide the following cover for <b>legal expenses</b> up to the sum insured shown on <b>your</b> schedule in total for <b>any one claim</b>.</p> <p>The cause of the action must happen within the <b>territorial limits</b> and during the <b>insurance period</b>. The <b>legal proceedings</b> must be taken or defended in the <b>territorial limits</b>.</p> <p><b>You</b> must have told us about the claim within six months of the cause of action arising. <b>We</b> must have given <b>our</b> agreement to support <b>your</b> claim.</p>	<p>Anything that is excluded on pages 14/15 of this booklet.</p>

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>A. PERSONAL INJURY</b></p> <p>The cost of <b>you</b> taking <b>legal proceedings</b> against another person or organisation as a result of an event which causes <b>your</b> death, or bodily injury.</p>	<ul style="list-style-type: none"><li>• Defending civil <b>legal proceedings</b> that are connected with:<ul style="list-style-type: none"><li>– death, disease or illness of or bodily injury to anyone;</li><li>or</li><li>– loss or destruction of, or damage to, any property (this includes property which cannot be used because of the loss, destruction or damage).</li></ul></li><li>• Any claim to do with <b>your</b> use of a motor vehicle, its parts or accessories (except a claim against another person or organisation for <b>your</b> death or bodily injury which happened while <b>you</b> were a passenger in a motor vehicle).</li><li>• Any claim where the amount in dispute is less than £250.</li></ul>



## THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>B. CONSUMER PROTECTION</b></p> <ol style="list-style-type: none"><li>1. The cost of <b>you</b> taking <b>legal proceedings</b> against another person or organisation as a result of:<ol style="list-style-type: none"><li>a. a dispute over a contract for buying, selling or renting <b>goods</b> or services;</li><li>b. a person or organisation breaking the requirements of Part II, section 13 of the Data Protection Act 1998; and where breaking those requirements results in <b>you</b> losing money.</li></ol></li><li>2. The cost of defending a legal action brought against <b>you</b> as a result of a dispute over a contract for buying, selling or renting <b>goods</b> or services.</li></ol>	<ul style="list-style-type: none"><li>• Anything that is excluded on pages 14/15 of this booklet.</li><li>• Any dispute over a contract that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after <b>you</b> took out the insurance.</li><li>• Any matter connected with a money-making activity.</li><li>• Anything to do with building, converting, extending, altering, renovating or demolishing <b>your</b> home (this does not apply to common home improvements such as installing double-glazing or replacing kitchens or bathrooms).</li><li>• Any dispute connected with letting, subletting or allowing another person to live in <b>your</b> home.</li><li>• Anything to do with a motor vehicle, its parts or accessories.</li><li>• Any claim where the amount in dispute is less than £250.</li><li>• Any matter connected with any freehold or leasehold property which <b>you</b> own and is not <b>your</b> permanent residence.</li></ul>

## THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>C. RESIDENTIAL</p> <ol style="list-style-type: none"><li>1. The cost of <b>you</b> taking <b>legal proceedings</b> against another person or organisation as a result of:<ol style="list-style-type: none"><li>a. a person or organisation interfering with <b>your</b> legal rights relating to <b>your</b> home (<b>you</b> must be legally entitled to live in the home);</li><li>b. a dispute over a contract in <b>your</b> name to buy or sell <b>your</b> home or former home or to rent <b>your</b> home as a tenant; or</li><li>c. an event which causes loss of or damage to <b>your</b> home.</li></ol></li><li>2. The cost of defending legal action brought against <b>you</b> as a result of:<ol style="list-style-type: none"><li>a. <b>you</b> allegedly interfering with another person's legal rights in connection with <b>you</b> owning or living in <b>your</b> home (<b>you</b> must be legally entitled to live in the home).</li><li>b. a dispute over a contract in <b>your</b> name to buy or sell <b>your</b> home or former home or to rent <b>your</b> home as a tenant.</li></ol></li></ol>	<ul style="list-style-type: none"><li>• Anything that is excluded on pages 14/15 of this booklet.</li><li>• An event that happens less than 90 days after the insurance first started.</li><li>• Any <b>legal proceedings</b> over loss or damage covered under a more specific insurance policy.</li><li>• Anything to do with building, converting, extending, altering, renovating or demolishing <b>your</b> home (this does not apply to common home improvements such as installing double-glazing, replacement kitchens or bathrooms).</li><li>• Any dispute about letting, subletting or allowing another person to live in <b>your</b> home.</li><li>• <b>Legal proceedings</b> between <b>you</b> and a government department or a local authority, unless <b>you</b> could lose money if <b>your</b> case is not successful.</li><li>• Any matter connected with a money-making activity.</li><li>• Any event which occurs outside the United Kingdom, the Isle of Man or the Channel Islands.</li><li>• Any matter connected with any freehold or leasehold property which <b>you</b> own and is not <b>your</b> permanent residence.</li></ul>

## THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p>D. EMPLOYMENT</p> <ol style="list-style-type: none"><li>1. The cost of <b>you</b> taking <b>legal proceedings</b> against <b>your</b> employer over <b>your</b> contract of employment. As soon as <b>you</b> knew of the dispute, <b>you</b> must have taken and followed legal advice from us.</li><li>2. The cost of defending legal action brought against <b>you</b> in the <b>territorial limits</b> as a result of prosecution which results from <b>your</b> normal duties as an employee. This includes civil proceedings under the Race Relations Act 1976, the Sex Discrimination Act 1986, the Disability Discrimination Act 1995, the Data Protection Act 1998 or any Acts which replace or change these.</li></ol>	<ul style="list-style-type: none"><li>• Anything that is excluded on pages 14/15 of this booklet.</li><li>• A dispute with <b>your</b> employer or legal action brought against <b>you</b> less than 90 days after the insurance first started.</li><li>• Any matter connected with a money-making activity other than a dispute with <b>your</b> employer over <b>your</b> contract of employment.</li><li>• Defending any motoring prosecutions.</li><li>• Defending civil <b>legal proceedings</b> that are connected with <b>your</b> duties as a member of a profession or <b>your</b> duties as a director or officer of any company.</li></ul>

## THE COVER (CONTINUED)

### WHAT IS COVERED

#### E. TAX

The cost of **your representative** acting for **you** in a **full enquiry** by the Inland Revenue into **your** income and records to decide how much tax **you** have to pay under the following sections of the Taxes Act 1988.

1. Section 19, Schedule E of the Taxes Act 1988 on:
  - **your** wages or salary; and
  - **your** pension.
2. Section 18, Schedule D of the Taxes Act 1988 where it relates to income **you** have received on:
  - investments in the UK;
  - and
  - investments overseas in securities listed on a recognised national or international stock exchange. This cannot be **your** main source of income.

### WHAT IS NOT COVERED

- Anything that is excluded on pages 14/15 of this policy.
- Any tax, interest or penalties **you** may have to pay to the Inland Revenue.
- Any case where **you** or **your** tax advisor have not taken every reasonable care to act according to tax legislation.
- Anything to do with a tax return which **you** sent to the Inland Revenue and which arrived after the legal deadline.
- An enquiry by the Inland Revenue which is only concerned with one or more specific areas of **your** tax return and which is not considered by the Inland Revenue to be a **full enquiry**.
- Any change in an Inland Revenue investigation or enquiry when it becomes clear that they suspect serious fraud.
- Any income **you** have earned as a self-employed person.
- Any matter connected with a money-making activity (other than **your** contract of employment or a normal private investment) or personal liability including:
  - **your** business, trade or profession;
  - a personal venture for gain;
  - a share in a partnership or a joint venture for gain;
  - an investment which is not listed on a recognised national or international stock exchange; or
  - a personal guarantee or indemnity.
- Any money which the **insurer** has already paid if **you** later withdraw, without **our** agreement, from the defence of a **full enquiry** by the Inland Revenue.
- Any money which has to be paid because **you** withdraw without **our** agreement from the defence of a **full enquiry** by the Inland Revenue.
- Any matter connected with any freehold or leasehold property which **you** own and is not **your** permanent residence.

## THE COVER (CONTINUED)

WHAT IS COVERED	WHAT IS NOT COVERED
<p><b>F. REVERSE LIABILITY</b></p> <p>If <b>your</b> policy includes Reverse Liability cover under the <b>Legal Expenses</b> section, the following wording will apply:</p> <p>The company will pay any sum, including interest, awarded to <b>you</b> in a <b>court</b> of law in the United Kingdom, Isle of Man or the Channel Islands, and which has not been paid to <b>you</b> or <b>your representative</b> within three months of the date of the judgement. The sum will be paid provided that cover under <b>your</b> Contents policy headed either “The insured is indemnified against liability at law” or “Third Party Liability” would have covered the award if <b>you</b> had to pay it to another person.</p> <p>Claims settlement</p> <p>The maximum amount payable in respect of any one incident is £1,000,000.</p>	<ul style="list-style-type: none"><li>• A sum awarded to <b>you</b> if the judgement of the <b>court</b> is subject to an appeal.</li><li>• Any <b>court</b> award arising from a claim which was not notified to <b>us</b> before <b>you</b> began <b>legal proceedings</b>.</li><li>• Any claim where <b>you</b> unreasonably refuse to join any person whom <b>we</b> specify as a defendant in <b>legal proceedings</b>.</li><li>• Any event, dispute or cause of action that first happened or started before this insurance was taken out.</li></ul>

# GENERAL EXCLUSIONS

1. Any claim where there is not a reasonable chance of **you** winning the case and achieving a reasonable outcome.
2. Any event, dispute or cause of action that first happened or started before **you** took out this insurance.
3. An event which **you** report to **us** more than six months after it happened.
4. **Legal expenses** which apply to the period before **we** have agreed in writing to support **your** claim.
5. **Legal proceedings** where a reasonable estimate of **your** total **legal expenses** is greater than the amount in dispute.
6. Any **legal expenses** **you** could claim under any other insurance.
7. Any **legal proceedings** over loss or damage covered under a specific insurance policy.
8. A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
9. Defending civil **legal proceedings** that are connected with:
  - death, disease or illness of or bodily injury to anyone;
  - **your** duties as a member of a profession or **your** duties as a director or officer of any company;
  - the loss of, destruction of or damage to any property. (This includes property which cannot be used because of the loss, destruction or damage).
10. Any **legal proceedings** between any members of **your** family. (This does not apply to accidents involving motor vehicles).
11. Any **legal proceedings** between **you** and **your** husband, wife or **partner** or former husband, wife or **partner**. This includes **legal proceedings** relating to custody, access or maintenance.
12. Defending any criminal proceedings or **legal proceedings** arising from anything **you** did deliberately or recklessly.
13. Any dispute with **us** or the **insurer** that is not dealt with under the **arbitration** condition below.
14. Any direct or indirect liability, loss or damage caused:
  - to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - by computer viruses.

This does not apply to **legal expenses** connected with claiming compensation following **your** death or bodily injury.
15. Any claim or expense of any kind caused directly or indirectly by:
  - ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

16. Any loss or damage caused by any sort of war, invasion or revolution.
17. Any loss or damage by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
18. **Terrorism**  
Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.  
  
For the purpose of this exclusion, “terrorism” means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), 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(s) or put any section of the public in fear.

## CONDITIONS

**You** must comply with the policy conditions set out in **your** Home Insurance policy booklet as part of this **legal expenses** contract. **You** must also keep to the conditions on this page and the following pages.

1. **Preventing legal proceedings**

**You** must take all reasonable measures to prevent or avoid being involved in **legal proceedings** and keep the cost as low as possible. The Legal Advice line is available 24 hours a day 7 days a week, to provide **you** with free and confidential advice.

2. **Arbitration**

If there is a dispute between **you** and **us** or the **insurer** about this section of the policy, it can be taken to an independent arbitrator. The arbitrator will be a solicitor or barrister **you** and **we** agree to. If **we** cannot agree with **you** on an arbitrator, the President of the Law Society (or similar organisation within the appropriate **territorial limits**) will choose an arbitrator.

The side that loses the **arbitration** will pay all the costs of the **arbitration**. If the decision is not totally in favour of one side, the arbitrator will decide who pays the costs. If **you** lose, the policy will not cover these costs.

**You** can still use the complaints procedure shown on page 20.

## FINANCIAL SANCTIONS

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **insurance period** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claims have been paid or are outstanding.

# CLAIMS SETTLEMENT CONDITIONS

These conditions apply when you make a **legal expenses** claim. You must keep to these conditions as your part of the **legal expenses** contract.

## 1. Telling us about the claim

If anything happens which might lead to a **legal expenses** claim, you must tell us as soon as possible by filling in a claim form. You must tell us fully and truthfully in writing all the details about your claim and give us all the information that we may need. Until you have told us about the claim and we have given our written agreement, the insurer will not be responsible for any **legal expenses**. The insurer will not cover **legal expenses** involved in your **representatives** handling the claim before the date when we gave our written agreement. You must have told us about the claim within six months of the cause of action arising.

## 2. Giving our agreement

We will agree if all of the following apply:

- We think you have a reasonable chance of winning your case and achieving a reasonable outcome.
- The **legal proceedings** arise from a cause of action which is covered by this insurance. This cause of action must happen within the **territorial limits** and during the **insurance period**.
- The **legal proceedings** will be dealt with by a court within the **territorial limits**.
- You have kept to the terms and conditions of the policy and none of the exclusions listed on page 14/15 of this booklet apply.

In circumstances where we have chosen a **representative** to act on your behalf we will pay **legal expenses** incurred for providing the initial assessment of the claim irrespective of the prospects of success or whether the claim is covered under this policy.

Where you have chosen your own **representative** any **legal expenses** incurred in providing initial assessment shall only be covered where there are reasonable prospects of successfully pursuing or defending the **legal proceedings** and the claim is covered under all other terms and conditions of the policy.

The decision to grant consent will take into account the advice of your **representative** as well as that of our own advisers. We may require, at your expense, an opinion of Counsel on the merits of the **legal proceedings**. If the claim is subsequently admitted your costs in obtaining such an opinion and providing such advice will be covered under this insurance.

If, during the claim, we think that there is no longer a reasonable chance of your winning the case and achieving a reasonable outcome, we may not continue to support your **legal proceedings**. If we do not carry on with your claim, we will tell you why.

If you decide to commence or continue **legal proceedings** for which we have denied support under this Claims Settlement Condition and are successful, we will pay **legal expenses** as if we had given our consent in the first instance.

## 3. Choosing a representative

In the period before **Court** papers need to be issued (or have been received) we may refer your case to a suitably qualified **representative** to act on your behalf.

At the point where **Court** papers need to be issued (or have been received), or where there is a conflict of interest, you are free to choose a suitably qualified **representative**.



**You will need to satisfy us that your representative has the appropriate experience and skills to handle your claim.**

**Where we agree to the appointment of a representative of your choice, you must confirm that your representative will not charge more than a representative chosen or suggested by us or that you will pay any difference between your chosen representative's fees and those of a representative chosen or suggested by us. We will not pay your choice of representative more than we would pay our own choice of representative.**

**In selecting the representative you shall have a duty to minimise the cost of legal proceedings. If your choice of representative has to undertake work to familiarise themselves with the work already undertaken on the case, we will not pay for this work to be done. Any representative you choose is appointed to act for you.**

**If we and you cannot agree whether Court papers need to be issued or the choice of representative, you can take the matter to an independent arbitrator. This process is set out on page 15.**

#### **4. Rights and responsibilities**

**You must tell us if an offer is made to settle the dispute. You must not negotiate or agree to settle the dispute without getting our agreement beforehand. If you do not accept a reasonable offer to settle the dispute, we may not continue to support your claim.**

**You must send us all bills for the representative's legal expenses as soon as you receive them. You must confirm to us that any charges you have to pay for the representative handling this dispute are acceptable and that we may pay the bill for you.**

**You and your representative must take every step to recover legal expenses. You must pay any recovered legal expenses to your representative who must then refund any legal expenses which the insurer has paid or has been asked to pay.**

**If the insurer pays legal expenses up to the policy limit and you pay more legal expenses to end your case, the insurer and you will share any legal expenses that are recovered. The insurer and you will each receive the same percentage as originally paid.**

#### **5. Information your representative will need from you**

**You must give your representative all the information and help he or she may need. This will include a truthful account of the facts of your case and any paperwork to do with your case. You owe the same obligations to us as to your representative.**

#### **6. What you and your representative must do for us**

**We must be able to contact your representative. You and your representative must co-operate and tell us about developments to do with your case. If we ask for this, we must be able to have access to your representative's files. This includes the truthful account of the facts of your case and any paperwork you have supplied to your representative.**

**If your representative wants to consult a barrister or expert witness, we will agree if we think it is reasonable. You must give us the name of the barrister or expert witness, and the reasons why you need one.**

## CLAIMS SETTLEMENT CONDITIONS (CONTINUED)

### 7. Appealing against a court's decision

If **you** want to appeal against a **court's** decision, **you** must give **us** **your** reasons for bringing the appeal. **We** will give **you** our agreement if all of the following apply:

- **You** must tell **us** that **you** want to appeal as soon as **your** right of appeal arises. This is because strict time limits may apply.
- The appeal arises from **legal proceedings** to which **we** have already given our agreement under the terms of claims settlement condition 2 on page 16.
- **Your** appeal meets the requirements of claims settlement condition 2 in the same way as **your** initial claim for **legal expenses**.

### 8. What action **we** may take

**We** may take over, in **your** name, all legal action in any of the following circumstances:

- If the dispute is for an amount which is under £1,000 or if the dispute could be dealt with by the small claims court.
- If **you** take legal action against someone or defend a case without **our** agreement, or in a different way from that advised by **your representative**.
- If **you** do not give proper instructions to **your representative** or barrister in time.
- If **you** cause a delay and **your representative** thinks it will harm **your** case.

In these circumstances, **we** may carry out **our** own investigation and try to settle **your** dispute. **You** must agree to a settlement which is reasonable.

If **we** ask, **you** must tell **your representative** to get the court to tax **your legal expenses**, or get the Law Society to certify them according to the Solicitors Act 1974 or the Solicitors Remuneration Order 1972.

If **you** withdraw from defending a **full enquiry** by the Inland Revenue without **our** agreement, **we** will be entitled to recover from **you** any amounts the **insurer** paid during the defence.

## LAW APPLICABLE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

**We** and **you** have agreed that any **legal proceedings** between **you** and **us** in connection with this contract will only take place in the **courts** of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the **courts** of whichever of those two places in which **you** live.

# OUR COMMITMENT TO CUSTOMER SERVICE

At MORE TH>N we are committed to going the extra mile for our customers. If you believe that we have not delivered the service you expected, we want to hear from you so that we can try to put things right. We take all complaints seriously and following the steps below will help us understand your concerns and give you a fair response.

## STEP 1

If your complaint relates to your Legal Expenses policy then please contact the sales and service number shown on your schedule. If your complaint relates to a Legal Expenses claim then please contact Cigna Legal Protection on the telephone number shown below.

We aim to resolve your concerns by close of the next business day. Experience tells us that most difficulties can be sorted out within this time.

## STEP 2

In the unlikely event that your concerns have not been resolved within this time, your complaint will be referred to our Customer Relations Team who will arrange for an investigation on behalf of our Chief Executive. Their contact details are as follows:

Post: Cigna Legal Protection  
Chancery House  
St Nicholas Way  
Sutton  
Surrey  
SM1 1JB

Telephone: 0330 100 9516

## OUR PROMISE TO YOU

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep you informed of progress
- Do everything possible to resolve your complaint
- Use the information from your complaint to proactively improve our service in the future.

Once we have reviewed your complaint we will issue our final decision in writing within 8 weeks of the date we received your complaint.

# OUR COMMITMENT TO CUSTOMER SERVICE

## (CONTINUED)

### IF YOU ARE STILL NOT HAPPY

If you are still unhappy after our review, or you have not received a written offer of resolution within 8 weeks of the date we received your complaint, you may be eligible to refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints. They can be contacted at:

Post: Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

Telephone: 08000 234 567 (free from a standard landline, mobiles may be charged)  
0300 1239123 (same rate as 01 or 02 numbers, on mobile phone tariffs)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

You have six months from the date of our final response to refer your complaints to the Financial Ombudsman Service. This does not affect your right to take legal action, however, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

We value your feedback and at the heart of our brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

# HOW WE USE YOUR INFORMATION

Please read the following carefully as it contains important information relating to the details that you have given us. You should show this notice to any other party related to this insurance.

## WHO WE ARE

MORE TH>N is a trading style of Royal & Sun Alliance Insurance plc.

You are giving your information to Royal & Sun Alliance Insurance plc, which is a member of the RSA Group of companies (the Group). In this information statement, 'we' 'us' and 'our' refers to the Group unless otherwise stated.

## HOW YOUR INFORMATION WILL BE USED AND WHO WE SHARE IT WITH

Your information comprises of all the details we hold about you and your transactions and includes information obtained from third parties.

If you contact us electronically, we may collect your electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by your service provider.

We may use and share your information with other members of the Group to help us and them:

- Assess financial and insurance risks;
- Recover debt;
- Prevent and detect crime;
- Develop our services, systems and relationships with you;
- Understand our customers' requirements;
- Develop and test products and services.

We do not disclose your information to anyone outside the Group except:

- Where we have your permission; or
- Where we are required or permitted to do so by law; or
- To fraud prevention agencies and other companies that provide a service to us, our partners or you; or
- Where we may transfer rights and obligations under this agreement.

We may transfer your information to other countries on the basis that anyone we pass it to provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which you provided it. Details of the companies and countries involved can be provided on request.

We would like to keep you informed (by phone, post, e-mail or text) of selected products and services available from us and our carefully chosen suppliers. If you would prefer not to receive this information from us and have not previously advised us of this, please let us know when you contact us.

## HOW WE USE YOUR INFORMATION (CONTINUED)

From time to time we may change the way we use your information. Where we believe you may not reasonably expect such a change we shall write to you. If you do not object, you will consent to that change.

We will not keep your information for longer than is necessary.

## SENSITIVE INFORMATION

Some of the information we ask you for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). We will not use such sensitive personal data about you or others except for the specific purpose for which you provide it and to carry out the services described in your policy documents. Please ensure that you only provide us with sensitive information about other people with their agreement.

## CREDIT REFERENCE AGENCIES

To determine premium payment rates at quote, renewal and/or any future invitations, we will make checks on the electoral roll and public data through a credit reference agency. These enquiries will be recorded but will not affect your credit rating.

## FRAUD PREVENTION AGENCIES

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees.

Please contact the Data Protection Liaison Officer at the address below if you want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

## CLAIMS HISTORY

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. When you tell us about an incident, we will pass information relating to it to the register.

## HOW TO CONTACT US

On payment of a small fee, you are entitled to receive a copy of the information we hold about you. Any fee charged will be in line with guidance issued by the Information Commissioner's Office for such information requests. If you have any questions, or you would like to find out more about this notice you can write to: Data Protection Liaison Officer, Customer Relations Office, RSA, Bowling Mill, Dean Clough Industrial Estate, Halifax HX3 5WA.

## LEGAL ADVICE LINE

0800 300 688

Free and confidential advice from a team of lawyers on personal or domestic legal matters when you need it, 24 hours a day, 7 days a week.

## ONLINE DOCUMENTS

[morethan.com/legalservices](https://morethan.com/legalservices)

Use our website to quickly and easily prepare professional legal documents and consumer complaint letters. There are 150 services for you to choose from, all for no extra cost.

## LOST OR FORGOTTEN PASSWORD

0330 102 3650

Your password is your key to any documents you have created and stored online, so please make a note of it in this booklet and download your documents to a safe place. However, if you ever lose your password, let us know and we'll send you a new one straight away.

## LEGAL EXPENSES CLAIMS HELPLINE

0800 300 688

If you think you need to make a claim, call us first on this number and we will help you from start to finish.

## CUSTOMER SERVICE LINE

0330 102 3627

If your circumstances change or you have a query about your Home Insurance or MORE TH>N Legal Services, please call this number.

Lines open Monday to Friday 8am-9pm, Saturday 8am-5pm, Sunday 9am-5pm.

## TECHNICAL ASSISTANCE

0330 102 3650

For technical problems with document creation.

The logo features a green arrow pointing to the right, followed by the text "MORE TH>N" in a bold, white, sans-serif font.

**MORE TH>N**<sup>®</sup>

HOME INSURANCE