

# **The Fostering Network**

## **Legal Protection Insurance**

### **Household members' user guide**

THIS GUIDE IS IMPORTANT  
PLEASE KEEP IT SAFE

1 July 2016

# The Fostering Network Legal Protection Insurance

## IMPORTANT INFORMATION

This Insurance forms part of your membership package with The Fostering Network and has been specially arranged by Endsleigh Insurance. It is underwritten by Markel International Insurance Company Limited and managed and administered by Abbey Legal Protection on behalf of Markel International Insurance Company Limited.

The notes that follow do not change the terms and conditions of the Insurance Policy but highlight some of its important terms and conditions and set out some of the added benefits provided with the Insurance Policy.

## **1) WHAT IS COVERED?**

The legal protection insurance provides cover in four specific areas, summarised below:

1. The insurance will pay up to £100,000 of legal expenses in England, Scotland, the Isle of Man, the Channel Islands, Northern Ireland and Wales in defending a criminal prosecution arising from an alleged offence relating to a fostered child who is or has been under your care.
2. The insurance will pay up to £25,000 of legal expenses incurred in defending civil proceedings brought against you by a fostered child who is or has been under your care arising from an alleged breach of your duties as a foster carer.
3. The insurance will pay up to £100,000 legal expenses incurred in respect of initial legal representation at a police interview under caution arising from an alleged offence relating to a fostered child who is or has been under your care.
4. The insurance will pay up to £5,000 of legal expenses incurred to prepare correspondence by way of representation to the Disclosure and Barring Service once you have received notification from them that they are considering placing your name on the barring list pursuant to Schedule 3, part 1, Sections 2-5 and part 2, Sections 7-11 of the Safeguarding Vulnerable Groups Act 2006, or its equivalent in Northern Ireland or Scotland.

This insurance supplements, but does not replace, any assistance that you might be eligible to receive with legal costs from the Legal Services Commission. You must notify Abbey Legal Protection of the claim, even if you are in receipt of such help with legal costs.

## **2) WHAT IS NOT COVERED?**

This policy covers legal costs arising as a result of your work as a foster carer **ONLY**.

It is not the intention of this policy to provide cover which would normally be found under the personal liability section of a household

policy. The Fostering Network advises members to make sure that your household policy includes such cover.

The policy does not cover payment of damages that may be awarded against you. Foster carers should check with their fostering service regarding payment of any such sum.

This insurance does not cover any deliberate acts or penalties levied against you.

For the full terms and conditions of the policy please refer to the policy document at the end of this guide.

### **3) WHO IS COVERED?**

The member or retired member and his or her husband, wife or partner and parent of the member or partners parents, and their children and any dependent living in the family home, all of whom are permanently resident within Great Britain, Northern Ireland, the Channel Islands, the Republic of Ireland or the Isle of Man.

The insurance also provides cover for members in their capacity as foster carers or former foster carers caring for:

- i. Young adults under the staying put arrangements or supported lodgings; a child on a short break; a child where the foster carer is named as part of a support plan and parent and child placements.
- ii. Children under kinship arrangements as part of an assessment process through the member's local authority.
- iii. Children under a special guardianship arrangement following the end of a fostering relationship provided there has been no gap between the end of the fostering relationship and the start of a special guardianship status.

For a full description of what constitutes fostering, please refer to the definition of a 'fostered child' on page 9.

#### **4) TELEPHONE SERVICES – 0345 013 5004**

##### *4A The Legal Advice Line*

You can obtain telephone based legal advice on UK law by telephoning The Fostering Network Legal Help Line and quoting the Foster Agency or Council you foster for. Advice can be sought on a wide range of law, including Stress Counselling, and Tax advice. If your enquiry is not a legal query and relates to fostering services you should contact the appropriate member helpline (see note 7 for details).

General legal advice is available in England and Wales 24 hours a day, 7 days a week. Specialist family, fostering advice, taxation and all legal advice in Scotland and Northern Ireland is available Monday to Friday, from 9am to 5pm but excluding Public Holidays. The Legal Help Line is not empowered to give advice on the admissibility of any claim under the Policy. If you wish to make a claim or have a query about policy cover, you must contact our Claims Department on the Claims Line provided.

##### *4B Specialist Emergency Advice (for an Interview under Caution the following day).*

You can access a specialist emergency advice line, should you be arrested or invited to attend an Interview under Caution the following day. Due to the more immediate nature of a Police Interview under Caution, the time available to arrange legal representation is more limited. This number provides access to expert lawyers 24 hours a day, 7 days a week. It should only be used if there is an event that may lead to a claim being made and when a normal claim notification is unable to be made through the Claims Line. You must provide your full address details so that Abbey Legal Protection can check your membership.

##### *4C Claims Line*

Notifying a Claim:

If you need to notify a possible claim, you should write immediately to the Claims Department (Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ or email [claims@abbeylegal.com](mailto:claims@abbeylegal.com)). You should

explain that you are a member of The Fostering Network and provide full address details. You should not need to provide your membership number at this stage. However, the information can be accessed by calling the membership department on 0207 620 6400.

#### *4D Claims Validation*

Abbey Legal Protection will undertake a separate validation of your access to cover with the Fostering Network. You will need to provide brief details of the circumstances of the claim. A claim form will be sent to you for completion and this must be returned without delay together with any relevant information or evidence that will enable the assessment of your claim. The acceptance of cover means a Solicitor can be instructed on your behalf, with costs paid by the Insurer.

All cover provided under this insurance is subject to the terms and conditions of the policy, which can be found in this booklet.

If you do not notify a claim to Abbey Legal Protection under this insurance then you will be liable for any costs you incur.

## **5) TELEPHONE SERVICE PROVISIONS**

### *Legal Telephone Advice Services*

In the interest of monitoring the quality of advice given, and where appropriate to ensure compliance with Policy conditions, conversations may be recorded. You agree that in all circumstances Abbey Legal Protection has your express permission to listen to any of these recordings and expressly authorises the adviser to provide these recordings to the Claims Department and Underwriting Department of Abbey Legal Protection.

The telephone legal advice is provided by LHS Solicitors LLP (LHS) a division of Abbey Protection Group Limited and can advise on general UK law. LHS is authorised and Regulated by the Solicitors Regulation Authority in respect of legal services only. LHS makes no additional charge for providing these telephone services.

The advice will primarily be provided by LHS Solicitors LLP and its teams of solicitors and barristers, who are ultimately managed by the Director

of Legal Services (who is a lawyer). Specialist advice services are provided by Abbey Legal Services (England & Wales), Stewarts Solicitors (Northern Ireland) and J C Hughes Solicitors (Scotland).

If you have a complaint about the telephone legal advice services you should contact the Customers Services Manager, LHS Solicitors LLP, Corinthian House, 17 Lansdowne Road, Croydon, CR0 2BX. If you are unhappy with the written response from the Customer Services manager, you may contact the Legal Ombudsman at PO Box 6806 Wolverhampton, WV1 9WJ, or [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk), or 0300 555 0333. (The Legal Ombudsman will only consider matters which have been submitted to it within the earliest of the following timescales: (a) within 1 year from the act/omission complained of; (b) within 1 year from when you should reasonably have known there was cause for a complaint, without taking advice from a third party and; (c) within 6 months of you receiving a written reply from Abbey Protection Group Limited concerning the complaint.

#### *Non-Legal Telephone Advice Services*

Non legal telephone advice is provided by Abbey Tax Protection and Personal Performance Consultants UK Ltd, Abbey Legal Protection makes no additional charges for providing these services.

If you have a complaint about these services you should contact the Customers Services Manager, Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ or email [complaints@abbeylegal.com](mailto:complaints@abbeylegal.com)

## **6) RETIRED FOSTER CARER MEMBERSHIP**

Retired foster carers' membership is available, at a reduced rate, for those members of the Fostering Network who are no longer fostering but wish to extend their legal protection insurance cover.

Unfortunately allegations can still arise from the time when you were fostering, in some cases leading to criminal prosecutions. Whilst we hope this will not be the case we feel it is our duty to inform you of this risk and offer you the opportunity to extend your legal protection cover.

As a retired foster carer you will have access to all of the support outlined in this guide.

To find out more about this scheme, or if you have any further questions about the information in this guide, please contact The Fostering Network's membership department on:

**t** 020 7620 6400

**e** [membership@fostering.net](mailto:membership@fostering.net)

## **7) THE FOSTERING NETWORK MEMBER HELPLINES**

As a member of the Fostering Network you are provided with dedicated member helplines for foster carers, covering all aspects of fostering.

Member Helpline (England)

Mon–Fri, 10.00am–3.00pm

**t** 020 7401 9582

**e** [info@fostering.net](mailto:info@fostering.net)

Fosterline Wales

Mon–Fri, 9.30am–12.30pm

**t** 0800 316 7664

**e** [fosterlinewales@fostering.net](mailto:fosterlinewales@fostering.net)

Fosterline Scotland

Tue–Fri, 10am–4pm

**t** 0141 204 1400

**e** [fosterlinescotland@fostering.net](mailto:fosterlinescotland@fostering.net)

Advice and Information (Northern Ireland)

Mon–Fri, 10am–2.30pm

**t** 028 9070 5056

**e** [doris.dickison@fostering.net](mailto:doris.dickison@fostering.net)

Information and resources are also available at  
**[thefosteringnetwork.org.uk](http://thefosteringnetwork.org.uk)**

## LEGAL PROTECTION POLICY WORDING

This is a 'claims made' insurance and only covers Claims notified to the Coverholder during the Period of Insurance and after the Members Effective Date.

The Policyholder has submitted a membership declaration to the Insurer and it is agreed this shall form the basis for the issue of this Policy.

The Insurer agrees in consideration of the premium to cover You to the extent and in the manner provided within this Policy in connection with activities within the scope and extent of Your activities as a foster carer.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

### Definitions

#### *Any One Claim*

All Claims consequent upon the same original cause, event or circumstance.

#### *Appointed Representative*

A solicitor, barrister or other appropriately qualified person appointed to act for You by the Policyholder in accordance with the terms of this Policy.

#### *Claim*

A claim under this Policy for Legal Expenses.

#### *Coverholder*

Abbey Legal Protection a trading division of Abbey Protection Group Limited, who

administers and manages this insurance on behalf of the Insurer.

#### *Effective Date*

The date when the Member first joined the Policyholder and continuous Insurance has remained in place since this date.

#### *Excess*

You must pay £Nil in respect of Legal Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment should You instruct the Appointed Representative chosen by the Coverholder.

#### *Fostered child*

A child for whom you have been given responsibility and who falls under the following descriptions:

- i. a looked after child
- ii. a child on a short break under section 17 of the Children Act 1989 (or similar provision in the other nations of the UK)
- iii. young adults under the staying put arrangements or supported lodgings placements
- iv. a child for whom the foster carer is named as part of the support plan
- v. parent and child placements
- vi. a child under a kinship care arrangement as part of an assessment process arranged by a local authority
- vii. a child under a special guardianship arrangement following the end of a fostering relationship, provided there has been no gap between the end of the fostering relationship and the start of a special guardianship status in respect of that child.

#### *Increased Excess*

You must pay £1,000 in respect of Legal

Expenses in respect of Any One Claim before the Insurer shall be liable to make any payment if You instruct an alternative Appointed Representative to the one chosen by the Policyholder.

#### *Insurer*

Markel International Insurance Company  
20 Fenchurch Street, London EC3M 3AZ  
bound pursuant to a binding authority with the Coverholder. Unique market reference B6027APG2016001 (or a renewal or replacement of this binding authority). The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

#### *Legal Expenses*

##### a) Fees

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

#### *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. Section B: £25,000 Any One Claim  
Section D: £5,000 Any One Claim  
All other Sections of Cover: £100,000 Any One Claim
2. £1,000,000 All Claims notified during the Period of Insurance for all Members.

#### *Member*

A person who at the time of a Claim whose permanent residence is in Great Britain, Northern Ireland, Channel Islands, the Republic of Ireland or the Isle of Man and is a paid member of the Policyholder, being an approved foster carer or retired foster carer or kinship carer during a local authority assessment process or a special guardian or a Policyholder approved supported lodging provider and who is looking after a Fostered Child.

#### *Period of Insurance*

As specified in the Schedule issued to the Policyholder.

#### *Policyholder*

The Fostering Network who buys this policy for the benefit of Members

#### *Territorial Limits*

Great Britain, Northern Ireland, and the Channel Islands.

#### *You/Your*

- A person who at the time of the Claim under:
- i. Section D of the policy is the Member or retired Member only;
  - ii. Sections A, B, and C is the Member or retired Member and his or her husband, wife or partner, the Member's parents or partner's parents and the Member's children, and any dependent living within the family home all of whom are permanently

resident within Great Britain, Northern Ireland, the Channel Islands or Isle of Man.

## **WHAT IS COVERED?**

The Insurer will cover You for Claims where the dispute or legal proceedings are or would be within the Territorial Limits and the Claim is notified during the Period of Insurance and the dispute or legal proceedings are in connection with activities within the scope of being a foster carer.

### **Section A – Defence of a Criminal Prosecution**

The Insurer agrees to cover You against Legal Expenses incurred in defending a prosecution against You alleging a Criminal act against a Fostered Child who is or has been in the Member's care in a Court of Criminal jurisdiction.

### **Section B – Defence of Civil Proceedings**

The Insurer agrees to cover You against Legal Expenses incurred by You in defending civil legal proceedings brought against You by a Fostered Child who is or has been under the Member's care arising from an allegation of breach of the Member's duties as a foster carer.

### **Section C – Interview under caution**

The Insurer agrees to cover You against Legal Expenses incurred for representation at an interview under caution which may lead to Your prosecution arising from an offence relating to a Fostered Child who is or has been under the Member's care.

### **Section D – Representation prior to a barring session**

The Insurer agrees to cover You against Legal Expenses incurred to assist You to prepare correspondence by way of representation to the Disclosure and Barring Service once You have received notification from them that they are considering placing Your name on the barring list pursuant to Schedule 3, part 1, Sections 2 – 5 and part 2, Sections 7 – 11 of the Safeguarding Vulnerable Groups Act 2006, or its equivalent in Northern Ireland, Scotland, the Isle of Man or Channel Islands.

## **WHAT IS NOT COVERED?**

The Insurer shall not be liable to cover You in respect of:

1. any dispute relating to adoption or a Claim where the incident leading to the dispute occurs after adoption;
2. a dispute or legal proceedings where you plead guilty or are advised to plead guilty by Your Appointed Representative;
3. a dispute or legal proceedings arising from a cause, event or circumstance before the Effective Date and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings against You;
4. a dispute or legal proceedings arising from a cause, event or circumstance before the Period of Insurance and which has or which You knew or ought reasonably to have known may give rise to a dispute or legal proceedings against You;
5. any dispute or legal proceedings made, brought or commenced outside the Territorial Limits;

6. Legal Expenses incurred without the prior written consent of the Coverholder or in excess of the Coverholder's consent;
7. fines or other penalties imposed by a Court or tribunal;
8. any dispute or legal proceedings which but for the existence of this Policy You 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;
9. any Claim arising from: Your intentional wrongdoing; or an act or omission with negligent disregard as to its consequences;
10. any dispute between You and the Coverholder, the Insurer, the Appointed Representative, the Policyholder or their insurance broker;
11. any dispute or legal proceedings arising out of or in connection with actual or alleged defamation or malicious falsehood;
12. any Legal Expenses incurred in respect of or in connection with a judicial review
13. appeals arising out of legal proceedings to which no Coverholder's consent has been granted;
14. any Legal Expenses which You should or would have had to incur irrespective of any dispute;
15. any expense, 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;

16. any loss, damage, cost or expense whatsoever 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, 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 or political, religious, ideological or similar purposes including the intention to influence any government and/or to put any section of the public in fear.

## GENERAL CONDITIONS

### 1. Arbitration

Any dispute between You 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. The 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 Policyholder's written instructions and the premium shall be adjusted on the basis of the Insurer receiving or retaining a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the Period of Insurance has expired the Insurer shall receive or retain the full premium. Provided always that no return of premium shall be allowed if a Claim has been notified.

This Policy may also be cancelled by the Insurer giving thirty days notice in writing to the Policyholder or their insurance broker at either the Policyholder's or their insurance broker's last known address and the premium shall be adjusted on the basis of the Insurer receiving or retaining pro rata time on risk premium.

If the Policyholder is placed in liquidation, receivership or administration or bankruptcy or if any application is made to the Court or meeting convened for any such purpose, this Policy will lapse and the Policyholder will be entitled to a pro rata return of premium less 20% of the unexpired premium. Provided always that no return of premium shall be allowed if a Claim has been notified.

You have no right to cancel this Policy, however the Coverholder can reasonably

cancel Your right to indemnity under this Policy by writing to the Policyholder or their insurance broker's last known address and the premium shall not be adjusted on this basis.

## **3. Alteration of Risk**

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

## **4. Due Observance**

The Insured 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 and You that any information provided to the Insurer regarding the Insured will be processed by the Insurer or the Coverholder in compliance with the provisions of the Data Protection Act 1998 for the purposes of providing insurance; facilitating renewal of insurance and handling Claims, if any, which may necessitate providing such information to third parties including the Insured's insurance broker.

## **CLAIMS CONDITIONS**

There are conditions contained in this part of the policy that are precedent to the Insurer's liability. If You are in breach Of any

of these conditions precedent, it may make Your Claim null and void, or it may reduce the amount payable by the Insurer, or the Insurer may treat this policy as though it never existed. The following Claims Conditions (1, 2, 4 and 6) as set out below are conditions precedent to Insurer's liability.

### **1. Notification of Claims**

It is a condition precedent to the liability of the Insurer that the Coverholder be notified in writing during the Period of Insurance immediately You are aware of any cause, event or circumstance which has given or may give rise to a Claim, dispute or legal proceedings. Where such notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been notified during the Period of Insurance.

The Coverholder will forward to You an insurance claim form that must be completed and returned immediately.

### **2. Coverholder's Consent**

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

- a) it is reasonable to incur Legal Expenses having regard to the proportionality between the remedy claimed and the Legal Expenses to be incurred and;
- b) where You are defending the other party does not have reasonable prospects of proving the Insured's legal liability;

If during the course of a Claim You ceases to satisfy the Coverholder in respect of a) or b) above, indemnity will be withdrawn in respect of Legal Expenses. The decision to grant consent or to withhold it will be taken on receipt of:

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

With Your agreement, the Coverholder may provide assistance in settling disputes, the costs of which will be covered under this Policy subject to the payment of the Excess or Increased Excess within the Limits of Insurer's Liability.

The Coverholder at its discretion may require You to obtain an opinion from Counsel at Your expense as to the merits of the subject matter of the Claim such opinion to have regard to the same issues that the Coverholder has in assessing the merits of any legal action. If based upon such opinion the Coverholder is satisfied in respect of a) and b) above the Legal Expenses in obtaining that opinion will be paid by the Insurer within the Limits of Insurer's Liability.

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

The Coverholder reserves the right to limit its consent by time and/or financial amount of Legal and/or stage of proceedings to allow for a review of their continued consent.

If after consent has been granted it is shown the Claim has not been brought within the terms and conditions of this Policy and its Schedule the Coverholder's consent will be withdrawn and no indemnity shall be provided. The Insurer shall be entitled to recover any Legal Expenses previously paid.

If You elect to proceed with the pursuit or defence of a dispute or legal proceedings to which the Coverholder's consent has been refused through lack of reasonable prospects as required in bi and bii. above and You are successful in such pursuit or defence, the Insurer will pay Legal Expenses incurred after such consent had been refused subject to the terms and conditions of this Policy.

### **3. Instruction and choice of Appointed Representative and Counsel**

The Coverholder will choose an Appointed Representative to act on behalf of You in any Claim under certain Sections of Cover as specified in the Schedule.

In all other Sections of Cover where recourse is necessary to a lawyer and there are inquiries or legal proceedings, You are free to choose an Appointed Representative to act in the name of and on behalf of You in any enquiry or legal proceedings to which the Coverholder has consented subject to the Increased Excess.

The name and address of the Appointed Representative You propose to instruct must be notified to the Coverholder in

writing. The Coverholder will accept such nomination provided the Coverholder is satisfied the proposed Appointed Representative will co-operate and enable You 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. In all other Claim situations the Coverholder will choose the Appointed Representative subject to the Excess, unless there is a conflict of interest between You and the Coverholder when You are free to choose an Appointed Representative to act in the name and on behalf of You in any Claim to which the Coverholder has consented. A dispute arising from Your choice may be referred to Arbitration in accordance with General Condition I.

You must not, without the written consent of the Coverholder, enter into any agreement with the Appointed Representative as to the basis of calculation of Legal Expenses.

In selecting the Appointed Representative You shall have regard to its duty to minimise the cost of any Claim.

In all cases the Appointed Representative shall be appointed in the name of and on behalf of You. If in the course of any Claim 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 the Coverholder 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) You must give the Appointed Representative and the Coverholder 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 Your possession. You must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
- b) You must instruct the Appointed Representative to provide the Coverholder any information, documents or advice in connection with any Claim and the subject matter of any Claim even if privileged. In addition You must instruct the Appointed Representative to provide the Coverholder with regular updates on the progress of the subject matter of any Claim and inform the Coverholder immediately if and when any circumstance adversely impacts the factors taken into account in granting the Coverholder's consent.

Indemnity may be withdrawn if You fail to co-operate at all or within a reasonable time with the Coverholder's or the Appointed Representative's requests or if You or the Appointed Representative fails to provide the Coverholder with any information in connection with any Claim or the subject matter of any Claim.

### **5. Payment of Legal Expenses**

All bills for Legal Expenses which You receive from the Appointed Representative should be forwarded to the Coverholder without delay. If the Coverholder so requires You must ask the Appointed Representative to submit the bill of costs for assessment or certification

by the appropriate Law Society, Court or tribunal. You are responsible for payment of all Legal Expenses. The Insurer may settle these direct if requested by You to do so. The payment of some Legal Expenses does not imply that all Legal Expenses will be paid.

### **6. Offer of Settlement**

It is a condition precedent to the liability of the Insurer that You must inform the Coverholder in writing as soon as an offer

to settle the subject matter of the Claim is received and/or You propose to make an offer of settlement. In any settlement, You must have regard to Legal Expenses incurred or likely to be incurred and the recovery thereof.

No indemnity will be provided if You enter into any agreement to settle without the prior written consent of the Coverholder (such consent not to be unreasonably withheld) and the Insurer shall be entitled to recover any Legal Expenses previously paid. If You unreasonably reject an offer of settlement which the Coverholder recommends acceptance of or makes an offer which the Coverholder does not agree with no further indemnity shall be provided.

The Insurer may at its absolute discretion decide to pay You the amount of damages that You are claiming or is being claimed against You instead of indemnifying You for Legal Expenses. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses.

### **7. Recovery of Costs**

Whenever You are awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the Insurer.

You and Your 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, You agree 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 the Coverholder has consented, You wish to appeal against the judgment or decision of a Court or tribunal, the grounds for such appeal must be submitted to the Coverholder through the Appointed Representative immediately or as soon as practicable so that the Coverholder 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 You following legal proceedings to which the Coverholder has consented, You must notify the Coverholder immediately in order that cover may continue. The Coverholder will inform the Appointed Representative of its decision. If the Coverholder so requires it You must co-operate in an appeal against the judgment or decision of a Court or tribunal.

### **9. Duty to Minimise**

You must take all reasonable precautions to avoid and prevent Claims, legal proceedings and disputes.

You must use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim.

### **10. Fraudulent Claims**

If You make 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, the Insurer shall be entitled to recover any Legal Expenses previously paid.

### **11. Insolvency or Liquidation of the Insured**

If You become insolvent or are declared bankrupt or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or meeting convened for any such purpose the Insurer has the right to immediately cease to provide indemnity for Legal Expenses notwithstanding any previous consent the Coverholder may have granted.

### **12. Value Added Tax**

If You are registered for VAT, the Insurer will not indemnify the VAT element of any Legal Expenses.

## **COMMUNICATIONS**

### **Complaints**

The Coverholder and Insurer are dedicated to providing a high quality service and want to ensure they maintain this at all times. If You are not satisfied with any part of the service they have received then they should contact the Coverholder who will do their best to resolve the problem. In the first instance please contact:

The Customer Services Manager  
Abbey Legal Protection  
20 Fenchurch Street  
London EC3M 3AZ  
t 0870 600 1480  
e [complaints@abbeylegal.com](mailto:complaints@abbeylegal.com)

The Coverholder is authorised and regulated by the Financial Conduct Authority. Firm Number: 308829  
In the event that You wish to pursue matters further they may be able to refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London E14 9SR

**Helpline** 0800 023 4567  
**Switchboard** 020 7964 1000  
**[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)**

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

### **Compensation Arrangements**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the Claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

### **Claims**

Initial notification of a Claim must be made in writing to the Coverholder at one of the following:

The Claims Department  
Abbey Legal Protection  
20 Fenchurch Street  
London  
EC3M 3AZ  
e [claims@abbeylegal.com](mailto:claims@abbeylegal.com)

All notices and communications from the Insurer or their representatives to the Policyholder or You shall be deemed to have been duly sent if sent to the Your address as last declared to the Coverholder or, in relation to any matters arising out of any Claim, if sent to the Appointed Representative.

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



## **CONTACTS**

### **The Fostering Network**

87 Blackfriars Road,  
London SE1 8HA  
**t** 020 7620 6400  
**e** info@fostering.net

### **The Fostering Network Northern Ireland**

Unit 10, 40 Montgomery Road,  
Belfast BT6 9HL  
**t** 028 9070 5056  
**e** ni@fostering.net

### **The Fostering Network Scotland**

2nd Floor, Ingram House,  
227 Ingram Street, Glasgow G1 1DA  
**t** 0141 204 1400  
**e** scotland@fostering.net

### **The Fostering Network Wales**

1 Caspian Point  
Pierhead Street  
Cardiff Bay  
Cardiff CF10 4DQ  
**t** 029 2044 0940  
**e** wales@fostering.net

**thefosteringnetwork.org.uk**

**The  
Fostering  
Network**