



# One insurance

## Family Legal Policy Booklet

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# Definitions

<b>Data Protection Laws</b>	Any law, regulation or rules which relates to the protection of individuals with regards to the processing of personal data.
<b>You, your</b>	The person or people named as the policyholder in your policy details and their spouse or partner and any other relative permanently living with them.
<b>We, our, us</b>	ONE Insurance Limited.
<b>Schedule</b>	This will show; <ul style="list-style-type: none"><li>• the period of cover;</li><li>• name of the policyholder;</li><li>• sections of this policy document which apply;</li><li>• conditions which vary the terms of this policy document.</li></ul>
<b>Legal advisor or professional</b>	Legal advisor or legal professional approved by ONE Insurance Limited and not appointed by the policyholder without prior agreement.
<b>Policy document</b>	This booklet.

## Our Promise To You

To avoid any misunderstanding all our information to you will be in plain English. It is our promise to be fair and reasonable whenever you need the protection of this policy and we will always act promptly with your interests in mind.

Signed for and on behalf of ONE Insurance Limited



Craig Duwell  
CEO  
ONE Insurance Limited

## Our Commitment To The Environment

ONE Insurance Limited is committed to reducing paper waste by supporting the use of paperless documents wherever possible, however if you do require a paper copy of your insurance documents please contact your broker.

# Family Home Legal Cover

## What Is It?

Anyone who has had to take legal advice or legal action knows how expensive it can become and the uncertainty surrounding such costs can be very stressful and deter people from making legitimate claims when they have suffered a loss as a result of a third party's wrongdoing. For this reason we offer Family legal cover. This cover meets the demands and needs of someone who wishes access to advice about protection against the cost of negotiating and defending their rights against a wide variety of legal issues.

Your home legal cover will provide you with legal advice and assistance. We will discuss with you your prospects of success on your claim and appoint a legal advisor to act on your behalf in the event you have successful prospects, we will discharge the legal costs up to a maximum of £100,000 inclusive of VAT which they incur on your behalf. The legal costs will be discharged directly to the legal advisor and will not cover any disbursements or additional costs. This cover will be applicable in the event you require assistance on a dispute for the following areas:

## Personal Injury Assistance

We will pay the costs to pursue legal action if you are injured as a result of an accident at home, in a public place or at work, where the negligence of a third party was the sole or contributing factor for your injury or loss.

## Contract Disputes

We will pay costs for any dispute relating to the purchasing or hiring goods and services for your own personal use as a consumer. We will only pay the costs of defending your legal rights in claims against you where you are defending a counter claim.

## Property Disputes

We will pay costs for any dispute relating to events causing disruption to the quiet enjoyment of your home, arising from nuisance or the trespass of third parties. You must be either the homeowner or rent the property.

Advisors costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this cover. You must be either the homeowner or rent the property.

## Clinical Negligence

Advisors costs to pursue legal action for financial compensation for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.

## Identity Theft

Professional fees following identity theft to an insured person. To defence a claim from a financial institution, merchants or collection agency. Removing criminal judgments entered against the insured person, challenging accuracy or completeness of any info in a report from credit referencing agency, to create documents needed to prove the insured persons innocence.

## Employment disputes

Professional fees relating to any dispute the insured person has with their current or former employers in respect of contract of employment.

## Jury Service expenses

Amount of salary or wages an insured person loses while they are off work or attend a court for jury service (£100 per day, max payment is £1,000 per claim).

Insured Event	What is covered	Common examples of claimable events	What is not covered
<b>Personal Injury assistance</b>	We will pay the costs to pursue legal action if you are injured as a result of an accident at home, in a public place or at work, where the negligence of a third party was the sole or contributing factor for your injury or loss.	You were injured as a result of a fall at your workplace and require legal representation Injuries following an assault Food poisoning	Injury or death which are caused gradually or are not caused by a specific event.  Where the personal injury arises from your occupation of a vehicle or an accident which involves a vehicle.  Arising from medical or clinical treatment, advice, assistance or care (see separate cover relating to clinical negligence).
<b>Contract Disputes</b>	We will pay costs for any dispute relating to the purchasing or hiring goods and services for your own personal use as a consumer. We will only pay the costs of defending your legal rights in claims against you where you are defending a counter claim.	The purchase of faulty motor vehicles and caravans from a garage which was advertised as safe Claims against travel agents for a breach of contract  Disputes with retailers regarding faulty goods	Any costs relating to disputes arising from building, extending, rebuilding, renovating or amending any part of your home.  In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority. Any costs you have incurred in order to have squatters evicted.  Any property dispute between tenant and landlord. Any costs directly or indirectly arising from; Subsidence, Heave, Landslip, Mining or Quarrying.
<b>Property Disputes</b>	We will pay costs for any dispute relating to events causing disruption to the quiet enjoyment of your home, arising from nuisance or the trespass of third parties. You must be either the homeowner or rent the property.  Advisors costs to pursue a legal action for financial compensation for damages against a person or organisation that causes physical damage to your main home. The damage must have been caused after you first purchased this cover. You must be either the homeowner or rent the property	Rights of way disputes e.g. shared driveways  Noise and nuisance disputes  Where a neighbours overgrown plants or trees damages your home	Any costs you have incurred in order to have squatters evicted.  Any property dispute between tenant and landlord. Any costs relating to disputes arising from building, extending, rebuilding, renovating or amending any part of your home.  In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.  Any costs directly or indirectly arising from; Subsidence, Heave, Landslip, Mining or Quarrying.  Home disputes with government, public or local authorities
<b>Clinical Negligence</b>	Advisors costs to pursue legal action for financial compensation for damages following clinical negligence resulting in your personal injury or death against the person or organisation directly responsible.	Surgery which has not been carried out correctly  Failure to diagnose an illness or injury correctly.  Negligence during child birth.	Negligent surgery, clinical or medical procedures or treatment that occurred before cover started. Any alleged failure to correctly diagnose your condition without sufficient evidence.  Claims for stress, psychological or emotional injury unless it arises from you suffering physical injury.
<b>Identity Theft</b>	Professional fees following identity theft to an insured person. To defend a claim from a financial institution, merchants or collection agency.  Removing criminal judgments entered against the insured person, challenging accuracy or completeness of any info in a report from credit referencing agency, to create documents needed to prove the insured persons innocence.	Pursuing a claim directly resulting from an organisation's negligence causing you to suffer financial loss as a result of identity fraud.  Defending your legal rights and/or take reasonable steps to remove County Court Judgements against you that have been obtained by an organisation that you are alleged to have purchased, hired or leased goods or services from.	You have not been a victim of identity fraud; You did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud;  Identity fraud was caused by you or your family or anyone else who permanently lives with you; legal expenses arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss;  Any losses other than legal expenses incurred by you as a result of identity fraud.

<b>Employment Disputes</b>	<p>Professional fees relating to any dispute the insured person has with their current or former employers in respect of contract of employment</p> <p>A dispute with your employer regarding your contract of employment including unfair dismissal.</p> <p>A breach of your legal rights under employment law. Checking and advising on the terms of a settlement agreement.</p>	<p>Claims for sex, race or age discrimination.</p> <p>Claims against your employer for unpaid wages.</p> <p>Claims through being unfairly selected for Redundancy.</p> <p>Claims against your employer for unpaid wages.</p> <p>Claims for disability or illness discrimination Including cancer.</p>	<p>There is a £250 excess for employment disputes claims</p> <p>Any disciplinary or grievance procedures at work. Disputes with your employer which commenced before or within the first 30 days of this cover starting unless you had a similar policy which finished immediately before this cover began.</p> <p>Negotiating with your employer the terms of a settlement agreement.</p> <p>Where the breach of contract is alleged to have commenced or to have continued after termination of your employment;</p>
<b>Jury Service</b>	<p>Amount of salary or wages an insured person loses while they are off work or attend a court for jury service (£100 per day, max payment is £1,000 per claim)</p>		<p>Jury service costs that are recoverable from your employer or the court</p> <p>Any Jury costs over the £100 per day limit or any Jury costs over £1,000 per claim</p>

## General Exclusions

- Incidents that occur outside Great Britain and Northern Ireland. If the incident occurs outside the courts of England and Wales we may refer you to another solicitor. The terms under which we will do so can be found under the section 'Appointing of a professional advisor'.
- Where the damages being sought are under the small claims limit that is in force at the time, then the solicitors may not act on your behalf. Please refer to <https://www.justice.gov.uk/courts/procedure-rules/civil/rules> for the latest limits.
- Any dispute or ongoing dispute resulting from an incident that started, or is dated before the inception of your policy.
- Where damages being sought are under £1000.
- Any costs or expenses owed to any solicitor, law firm, person or third party company other than one allocated to you by us.
- Any incident involving a vehicle or Road Traffic Accident.
- Any incident that occurred prior to the commencement of the policy

## General Conditions

- You must abide by the terms and conditions of this cover set out.
- All payments on your home insurance policy must be up to date at the date of the claim, and you must continue to make payments in line with the original agreement.
- We reserve the right to cancel this policy by issuing a cancellation notice to your last known address, giving 7 days' notice. Charges on your main home insurance policy are separate.
- In order for assistance to be provided, your home insurance policy must be in order and not due for cancellation.
- You must report the claim as soon as reasonably possible and give us any information we need. If your delay in reporting a claim harms our position, we may decline your claim.
- You must provide, at your own cost, any information or evidence that we may reasonably require in order to assess your claim.
- If you are unsure of whether you are eligible you will need to contact our claims team who will then refer this to our team of legal advisors.

### Prospects for success

- We will pay costs as long as our solicitors consider that your claim has a reasonable prospect of success.
- If at any stage during your claim, the legal team considers that you do not have reasonable prospects of success, then we will provide a justification for the decision in writing and will not provide any further cover for your claim.
- If you disagree with our decision then you may refer to our Complaints Procedure below.

## Appointing of a professional advisor

- If our legal team agrees that legal proceedings need to be issued, we will choose a professional advisor to act on your behalf.
- If there is a conflict of interest, and we agree that that is the case, you may appoint a legal advisor of your choice but we will have to agree to their terms and conditions of appointment prior to you instructing them.
- We may require your professional advisor to act for you under a conditional fee agreement.
- If you discontinue your instructions to the professional advisor we have appointed, without our prior written permission, our liability will cease immediately and we may recover any costs that have already been paid to them along with any disbursements from you.

If we agree to appoint a firm which you have chosen then you must immediately instruct your professional adviser to provide us with their views on the prospects of success, their hourly rate and estimate of total costs in pursuing your claim. They must also provide us with any information that we ask for that relates to your claim, whether confidential or not.

We must be kept fully informed and promptly updated during your claim:

- On your claims progress including any offers to settle
- Of any change in estimate of costs or prospects of success

## Settlement

- You or your appointed advisor must immediately write and tell us about any offer to settle your claim, including offers relating to costs.
- You must not accept any offers without first obtaining our consent; we will not withhold our consent in relation to an offer that a reasonable advisor would recommend to a private fee paying client.
- If you do not accept an offer that we view as reasonable then we will not pay for any further costs.

## Unilateral withdrawal of your claim

- If you choose to withdraw or discontinue any claim without our prior written approval, then our liability for the claim ends and we reserve the right to reclaim any expenses howsoever incurred as a result of your claim prior to its withdrawal or discontinuance.
- We will not withhold our consent to a withdrawal or discontinuance that a reasonable legal advisor would recommend to a private client.

## Duty to fully co-operate with us and your appointed legal advisor

- This cover can only be used on a claim where you co-operate with us by;
- Promptly replying to any correspondence we send.
- Providing all information asked for by your legal advisor.
- Attending meetings and hearings whenever requested.

## Investigating and paying your claim

We will carefully investigate and consider all the information you have provided to us for your claim. We may decide to pay you a sum to match the value of your claim rather than providing cover for your costs. We will set spending limits for a legal advisors fees and reasonable charges during the claim. Should this be exceeded without our written consent we will not pay for anything above the limit we have set.

## Agreement or decision

We are not bound by any agreement that you or your legal advisor make without our approval.

## Assessment and recovery of costs

If you are asked by us, you must instruct your legal advisor to submit all of their documents and any bill of costs to us. The bill of costs may be submitted by them for court assessment, certification by the appropriate professional body or auditing by our choice of legal costs experts. If costs are awarded or agreed to be paid to you, you must take all reasonable steps to recover these or instruct your professional advisor to do so.

# Exclusions

- Costs associated with an appeal or judicial review.
- Any costs above £100, 000 inclusive of VAT unless stated elsewhere.
- Costs that you have paid or agreed to pay before we have written to accept your claim. Costs which are more than what have been agreed with us.
- Any costs resulting from you entering into any form of alternative funding.
- Costs where you do not comply with your duties and obligations under this policy.
- Any cause of action against you.
- Any applications for judicial review.
- Travelling expenses, loss of earnings or subsistence through loss of attendance at work.
- Where, after legal consideration, it is deemed on the balance of probability that a court of law would not award you damages based on the evidence submitted.
- Any costs for legal assistance for any issue not specifically mentioned as being included.
- Action against another person who is insured by this policy.
- Any dispute between you and someone you live with or have lived with.
- Fines, penalties, compensation or damages which you are ordered to pay by a court.
- Incidents that begin before cover started.
- Any appeal where we did not provide cover for the original claim.
- Any claim which arises directly or indirectly from any of the following causes;
  - Your dishonesty/malicious (or alleged dishonesty or maliciousness) acts or omissions.
  - From you acting in a commercial or professional capacity.
  - Planning laws and regulations of any public body at any level of government.
  - Claims arising from defamatory statements made against you.
  - Disputes over patents, copyrights, trademarks merchandise marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements.
  - Consequences of force majeure events.

You must tell us if anyone makes a payment into court or offers to settle your claim. We can refuse to pay further costs if you do not accept a payment into court, or an offer to settle a claim, which we or your appointed representative considers should be accepted.

## Making a Claim

### Step 1

In the event of a claim under this cover you **MUST** call our Claims team on the following number to report the incident

**0203 738 7300**

Our dedicated team will then refer the legal claim to a specialist solicitor who will review your case and contact you accordingly to provide advice, if applicable, for any of the legal disputes outlined above.

### Step 2

In the event the solicitor determines that there is prospects of success, and that valid cover is in force under this policy, they will take on the claim and handle accordingly in line with the terms of your policy cover.



# The laws that apply to this contract

Unless we agree with you to apply the laws of another country, English Law will apply to this contract. All communications will be in English. All disputes arising out of this contract will be subject to the exclusive jurisdiction of Courts of England and Wales.

One Insurance Limited is licensed and based in Gibraltar and is regulated by the Gibraltar Financial Services Commission (company number 123555) and subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority in respect of underwriting business in the UK (998980).

## Conflicts of Interest Disclosure

This policy is underwritten by One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA, company number 123555.

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One Insurance Limited is owned by directors who, in some cases, are also directors of One Call Insurance Services Limited and/or Yoga Insurance Services Limited who may be your insurance broker. One Insurance Limited is part of the One Call Group and may also use the services of other firms within the group, such as One Call Claims Limited, an accident management company with delegated authority to handle claims on behalf of One Insurance Limited and OC Motors Limited, a network of repair centres.

In the event you need to make a claim on this product we may use the services of or refer you to OCL Solicitors Limited. This firm is not part of the One Call Group however there are common directorships/ownerships between them and One Insurance Limited.

## Data Protection

This is the data protection We are fully committed to ensuring that your data is protected. We comply with Data Protection Laws and apply high levels of security when processing your data. Full information about how we handle and process your data can be found in our Data Protection Notice which we highly recommend you read.

The notice is sent along with your policy documents. If you require a copy of the Data Protection Notice or if you have any questions about how we handle and process your data, please contact our Data Protection Officer at [DPO@One-Insurance.co.uk](mailto:DPO@One-Insurance.co.uk) or alternatively write to us at Data Protection Officer, One Insurance Limited, Suite 913, Europort, Europort Road, Gibraltar, GX11 1AA.

## Territorial Limits

Except where we say otherwise your insurance applies in Great Britain and Northern Ireland.

# Disclaimer

We may add to, change, discontinue, remove or suspend any term or condition of cover, temporarily or permanently, as reflected from our consumer feedback, at any time, without notice and liability. All prices and details published in this Information Booklet are correct at the time of going to print and are subject to change without notice.

## Period of Cover

The cover runs in line with your main home insurance policy dates.

## What If You Have A Complaint?

Mistakes do happen. If you think we have let you down, we will investigate and fix things you are worried about. We will do our best to try and sort out the problem.

### Step 1:

We ask that you contact the appropriate company during the following hours of 9:00am to 5:30pm Monday to Friday:

- If you would like to lodge a complaint regarding the selling of an insurance policy, the first step is to contact your insurance broker.
- If you would like to lodge a complaint regarding the handling of a claim, the first step is to contact our appointed claims handler (i.e. One Call Claims): 0203 738 7306
- If you would like to complain in relation to the terms and conditions of the policy cover, the first step is to contact us: 01302 495810 (Gibraltar)

All staff have been trained to provide a high level of service and will try to resolve any matter where possible. If the advisor is unable to reach a satisfactory resolution for you, they will refer you to the appropriate line manager who will also try to resolve your complaint. You can also register your complaint to a complaints handling manager directly:

Selling Complaints	Terms and Conditions Complaints	Claims Complaints
Contact your insurance broker	The Complaints Handling Manager One Insurance Limited Suite 913 Europort Europort Road Gibraltar GX11 1AA	The Complaints Handling Manager One Call Claims Limited Unit 1 Carolina Court Doncaster DN4 5RA

We will try to resolve your complaint within 24 hours of receiving it. If this is not possible, we will tell you we have received your complaint within 5 working days. A written final resolution letter will be sent to you when all of the investigations are complete and within 8 weeks of receiving your complaint. At this point, we will close our file. If you are still not satisfied, please go to step 2.

## Step 2:

You can complain to an approved dispute resolution facility run by the Financial Ombudsman Service, when you receive our final resolution or 8 weeks from the date you told us that you were not satisfied.

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

Please include a copy of the Final Response that we have issued to you with your policy number. If you would like to make a complaint via the Financial Ombudsman Service, then this must be made within 6 months of our final response. This will not affect your legal rights. Further information is available at <http://www.financial-ombudsman.org.uk>.

## Notes...



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