

PERSONAL PROFESSIONAL FEES



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PERSONAL PROFESSIONAL FEES POLICY SUMMARY

Some important facts about the Professional Fees policy are summarised below. This summary does not describe all of the terms and conditions of the policy, so please take time to read the policy document to make sure that you understand the cover that it provides. All references below to the cover provided are contained within the full policy wording. Please note that a full policy wording is available for your inspection upon request.

NAME OF INSURER

The policy is underwritten by Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA.

The company is authorised and regulated by the Financial Services Authority.

NAME OF COVERHOLDER

The policy is administered on behalf of the insurers by Legal Insurance Management Ltd, 16 -18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

TYPE OF INSURANCE

The policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded within the policy schedule issued.

SIGNIFICANT FEATURES AND BENEFITS

The policy includes the following features (unless specifically excluded by the policy schedule issued), which are fully explained in detail in the policy wording. The limit of indemnity provided will be shown on the policy schedule issued.

LIMIT OF INDEMNITY

Any One Claim £25,000

Any One Period of Insurance £25,000

SECTIONS OF COVER

Section of Cover	Cover Provided	Specific Section Exclusions (Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)
Personal Injury	Death of or bodily injury resulting from the negligence of another person.	Stress, psychological & medical or clinical negligence or pharmaceutical related conditions and extended use of artificial tanning equipment.
Consumer Disputes	Pursuing or defending a claim, which arises from a contract for services, purchase, hire, hire purchase or sale of personal goods.	We do not cover claims where the value in dispute is less than £100, or which arise within the first 90 days of the first Period of Insurance. Claims relating to the planning, erection and the like of buildings or disputes with local or government authorities, contracts connected to your business or profession or any incidents as a result of defective products, goods or services are also excluded.
Home Rights	Pursuing claims connected to goods or services used in your home or an infringement of your rights relating to your home.	We do not cover disputes arising within the first 90 days of the first Period of Insurance, claims connected to leased or rented property, planning erection and the like of buildings, or disputes with local government authorities, compulsory purchase and the like to any property and mining subsidence.



Employment	Disputes with Your employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	We do not cover disputes arising within the first 90 days of the first Period of Insurance.
Criminal Prosecution Defence	Defence of your legal rights including appeal, where criminal proceedings have been brought against you.	We do not cover deliberate criminal acts or omissions or violent offences, any offence relating to a motor bike/vehicle, professional fees in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme and which exceed the Limit of Indemnity, professional fees where You fail to apply, submit or comply with a Representation Order.
Education	Appealing against a decision of a Local Education Authority arising out of the LEA's failure to comply with its published admission policy resulting in the refusal to accept the Insured's child at the school of their preference.	Where acceptance at the school involves examinations or other selection criteria. If the refusal is within 6 months of the first period of insurance. Unless the formal appeals process has first been followed. If the child has been previously excluded from another school. Children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5 th birthday.
Probate	The pursuit of a claim in respect of a probate dispute involving the Insured person's parents, grandparents, children, step-children or adopted children.	Where a will has not been previously made, concluded, or cannot be traced.
Jury Service Expenses	The actual loss of salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day up to a maximum of £1,000 per claim.	We do not cover the first 5 days of such service.
Uninsured Losses	The recovery of uninsured losses resulting from a road accident in your insured vehicle.	Any claim where :- Your motor insurers are entitled to repudiate your policy or refuse cover, or where your vehicle is being driven by somebody else under a "driving other cars" extension to their motor insurance policy. An insured person does not hold or is disqualified from holding a driving licence. We do not cover :- The costs of a hire car not agreed in advance. Claims against passengers or involving conflict of interests between you and the driver or passengers. Vehicles being used for racing, competition and the like.
Legal Helpline	Free access to legal advice & assistance.	The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation and is not intended to replace the services of a solicitor.

SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

The policy will exclude claims where the incident falls outside of the scope of cover provided by the policy wording or where this is subject to a specific exclusion or limitation. Please refer to the policy wording for full details. The most significant or unusual exclusions or limitations are outlined below.

- If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will take over the claim on your behalf appoint a specialist of our choice to act on your behalf.



- We may limit the Professional Fees that we will pay under the policy where we consider it is unlikely a reasonable settlement of the claim will be obtained, the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim or where there are insufficient prospects of obtaining recovery of any sums claimed.
- Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under the policy.
- If Legal Proceedings have been agreed by us you may at that stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use Follett Stock LLP or the alternative LIM Authorised Professional. If you decide to nominate your own Professional we must agree this in advance and you will be responsible for any Professional Fees in excess of i) those which Follett Stock LLP or the alternative LIM Authorised Professional would normally charge us (Details are available upon request) or ii) in respect of Small Claims Court matters, any Professional Fees in excess of those that are ordinarily recoverable from that respective court.
- At conclusion of the claim if you are awarded any costs (not your damages), these must be paid to us.
- Please note that if you should engage the services of a Professional prior to making contact with us any costs that you incur are not covered by this Insurance.
- This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under the policy or 30 days of returning from a holiday which is subject to the dispute which may give rise to any claim under the policy. Failure to do so could mean that we decline to pay a claim for your professional fees.
- The jurisdiction and territorial limits of the policy is The United Kingdom other than in respect of Travel Disputes where the Territorial Limit is extended to worldwide
- We do not cover claims connected to Matrimonial or Family Disputes.
- The policy does not cover any activity connected to a business or any venture for gain.
- In the event that you make a claim under this policy which you subsequently discontinue due to your own disinclination to proceed, any legal costs incurred to date will become your own responsibility and will be required to be repaid to the insurer.
- We do not cover any matter in respect of which an Insured Person is entitled to Legal Aid.
- We do not cover any professional fees incurred in defending or pursuing new areas of law or test cases.
- We do not cover any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

DURATION OF THE CONTRACT

The cover provided by the policy is normally for a twelve month period. Where this is altered, it will be clearly shown within the quotation provided and policy schedule subsequently issued.

CANCELLATION

We hope you are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy. If you chose to cancel, we will refund your premium after first (at our discretion) charging for the cover provided from the date of commencement of the contract until the date of cancellation and any helpline costs incurred.

CLAIMS ADDRESS

The person insured by the policy should report immediately (and in accordance with the policy terms and conditions during the period of insurance and no later than 30 days after the occurrence) any incident which may give rise to a claim under the policy. Failure to do so could mean that we decline to pay a claim under the policy. The telephone number for the reporting of a claim is contained within the policy schedule. A claim form can be downloaded from the website by the insured person and must then be returned to the address shown below. If you wish to make a claim in writing, this must be made in person by the Insured Person seeking cover under the policy issued.

Please note that we will not enter into dialogue or correspond with anyone other than the Insured Person or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

Claims Department
Legal Insurance Management Ltd
16 -18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

COMPLAINTS PROCEDURE

We hope you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim you should in the first instance write to the Agent who arranged this Insurance on your behalf.

If the matter remains unresolved you should write to the Managing Director of Legal Insurance Management Ltd at the above address.

If the matter still remains unresolved thereafter you can then write to the Insurers whose details are shown within the policy schedule.

If you are still not happy with the response you have received, you have the right to ask the Financial Ombudsman to review your case.

COMPENSATION SCHEME

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk