

Legal Expenses Insurance Policy

Some important facts about the Legal Expenses 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. The company is authorised and regulated by the Financial Services Authority.

Registered Office:

Ageas House,
Tollgate,
Eastleigh,
Hampshire SO53 3YA.

Name of Agent

Policy Expert is the Agent appointed by the Coverholder to transact this insurance with You.

Registered Office:

32-38 Dukes Place,
London,
EC3A 7LP

Tel: 0330 0600 601.

Policy Expert is a trading name of QMetric Group Limited, Registered in England No. 7151701 who are authorised and regulated by the Financial Services Authority.

Name of Coverholder

Legal Insurance Management Ltd. who are authorised and regulated by the Financial Services Authority.

Registered Office:

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.

Sections of Cover

Sections of Cover	Cover provided	Specific Section Exclusions
Personal Injury	Death of or bodily injury resulting from the negligence of another person.	<p>Excluding:</p> <ul style="list-style-type: none"> • Pharmaceutical or any related conditions. • 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. 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 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.
Taxation	Professional Fees arising from or relating to an in-depth HM Revenue & Customs investigation of Your personal tax affairs.	We do not cover investigations that had already commenced or You knew would commence before our cover started, investigations involving the Special Compliance Office, false or misleading statements to HM Revenue & Customs, deficiencies in accounts or any claim involving criminal proceedings.
Employment	Disputes with Your employer in respect of a contract of employment.	
Criminal Prosecution Defence	Defence of Your legal rights including appeal, where criminal proceedings have been brought against You.	We do not cover 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.

Sections of Cover (continued)

Sections of Cover	Cover provided	Specific Section Exclusions
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 5th 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.
Identity Theft	<p>Defending a claim from a financial institution, merchants or their collection agencies.</p> <p>The removal of any criminal or civil judgments wrongly entered against the Insured Person.</p> <p>Challenging the accuracy or completeness of any information in a Credit Reference Agency report.</p> <p>Creating documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully</p> <p>Postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.</p> <p>Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information.</p>	<p>Any Identity Theft connected with the Insured Person's business, profession, or occupation.</p> <p>Any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.</p>

Sections of Cover (continued)

Sections of Cover	Cover provided	Specific Section Exclusions
Identity Theft (continued)	The Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.	
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.
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.
Motoring Criminal Prosecution	Defending a criminal prosecution brought against you as a result of a driving offence where your driving licence is at risk of being revoked or suspended.	<p>We do not cover any allegations or prosecutions whilst you are in control of the vehicle and under the influence of alcohol or drugs.</p> <p>A claim where your motor insurer is entitled to repudiate that claim under your motor policy or is driving under a "Driving other cars" extension or the vehicle was being used for racing rallies trials or competitions of any kind.</p>

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 our own specialists. If You decide to nominate Your own professional we must agree this in advance and You will be responsible for any Professional Fees in excess of i) those which our own specialists 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. 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, Channel Islands and Isle of Man.
- 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 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

If within 14 days of receipt of this policy You are unhappy with any of the terms and conditions contained within this Policy Wording, please contact Policy Expert immediately on the number shown on Your Schedule. Subject to there being no claims pending or having been paid on this policy, Policy Expert will arrange a pro-rata refund of premium equal to the unused cover. If You wish to cancel this policy after 14 days, subject to there being no claims pending or having been paid, Policy Expert may charge You a cancellation fee and will arrange for a pro rata refund equal to the unused cover. Details of cancellation fees can be found in the Policy Expert Terms and Conditions on www.policyexpert.co.uk or by calling Policy Expert.

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 will be dispatched for completion by the Insured Person and return 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

Complaints about this Policy

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing Director of Legal Insurance Management Ltd at the above address.

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service. This applies if you are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London

Complaints about the Agent

We hope you will be pleased with the service provided by Policy Expert. However, if you have a complaint about our service, you should contact Policy Expert:

Head of Customer Relations
Policy Expert
402-420 Sidbury Boulevard
Milton Keynes
MK9 2AF
Tel: 0330 0600 601

Compensation Scheme

Ageas Insurance Limited 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 100% of the first £2,000 and 90% of the remainder of the claim.

You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

