

Legal expenses insurance

Insurance product information document

Company: Policy Expert

Product: Home Legal Plus

Policy Expert have arranged this insurance with QIC Europe Limited, registered in Malta. Registration number C67694. QIC Europe Limited is authorised and regulated by the Malta Financial Services Authority. Policy Expert is a trading name of QMetric Group Limited that is authorised and regulated by the Financial Conduct Authority (FCA). FCA registered number: 529506.

This document provides a summary of the key information relating to this legal expenses policy. It does not form part of the contract between us. Complete pre-contractual and contractual information about the product is provided in the policy documents.

What is this type of insurance?

This policy is designed to cover someone who wishes to protect themselves against the cost of negotiating and defending their legal rights against a wide variety of legal issues.



What is insured?

This policy covers the cost of professional fees charged by a claims handler, solicitor or accountant following an insured event.

The limit we will pay for any one claim and the total amount we will pay in any one period of insurance is £50,000.

We will pay for the following insured events that arise during the period of insurance:

- ✓ Personal injury - to take legal action for damages against another person or organisation, as a result of an event which has caused death or bodily injury to an insured person.
- ✓ Consumer disputes - to defend or pursue legal action arising from a contractual dispute relating to an agreement which an insured person has entered into for receiving services, buying, hiring or selling personal goods.
- ✓ Buying and selling property - to defend or pursue legal action arising from someone breaking the terms of a contract to buy or sell your home.
- ✓ Protecting property from damage - to defend or pursue legal action connected to a legal nuisance or trespass.
- ✓ Tax - relating to an in-depth HM Revenue & Customs investigation of personal tax affairs.
- ✓ Employment - to pursue legal action relating to any dispute with a current or former employer.
- ✓ Education - up to £5,000 to appeal against the decision of a local education authority regarding its failure to keep to its published admissions policy.
- ✓ Probate - to pursue legal action relating to a probate dispute, involving the will of a family member of the insured person.
- ✓ Identity theft - to deal with credit reference agencies. To assist in removing any criminal or civil judgments which have been wrongly entered against the insured person.



What is insured? - cont'd

- ✓ Jury service expenses - salary or wages an insured person loses for each full day they are off work to attend a court for jury service, up to £100 per day (up to a maximum of £1,000 per claim).
- ✓ The policy also provides free access to a legal helpline service, providing advice and assistance on any private legal problem under UK law.



What is not insured?

- ✗ There must be reasonable prospects of being successful in your claim (where we and the authorised professional agree that there is at least a 51% chance of the insured person achieving a favourable outcome) for us to take over the claim on your behalf and appoint a specialist.
- ✗ We do not cover any activity connected to a business or trade.
- ✗ We do not cover claims against another person who is insured on this policy, or disputes between an insured person and their family (including divorce or marriage disputes).
- ✗ If an insured person is entitled to legal aid, our liability will be limited to an amount equal to any assessed income-based contribution the insured person must pay towards professional fees under the Crown Court's means-testing scheme.
- ✗ We do not cover any professional fees involved 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 financial services or products or not managing them correctly.
- ✗ We do not cover any damages, fines, compensation or other penalties a court or other authority orders you to pay.
- ✗ We do not cover consumer dispute claims under £250.



Are there any restrictions on cover?

- ! You must tell us about any event or circumstance which may lead to a claim under this policy within a reasonable time of it happening, and always within 180 days. Failure to do so could mean that we decline to pay a claim.
- ! We may limit any professional fees that we will pay under the policy in pursuing or continuing to pursue or defend any claim if we feel it is unlikely that we will achieve a sensible outcome.
- ! Where it may cost us more to handle a claim than the amount in dispute, we may decide to pay you the amount in dispute instead of continuing with the claim. If we do this, the payment will represent full and final settlement under the policy.
- ! Please note that if you engage the services of a professional prior to making contact with us, any costs that you incur are not covered by this insurance.
- ! We will not cover any claims if the insured person should have realised when buying this insurance that there may be a claim made under it.



Where am I covered?

- ✓ We will pay for claims arising from insured events within the United Kingdom, Channel Islands and Isle of Man.



What are my obligations?

- When you take out, renew or make changes to your policy, you must take reasonable care to provide complete, accurate and up-to-date answers to all the questions we ask you.
- You must tell us of any changes to the answers you gave us or changes in your circumstances which happen before or during the period of insurance. For example if your address changes.
- You must take due care and take all reasonable precautions to prevent incidents that may lead to a claim and to reduce the amount that we might have to pay.
- You must at all times co-operate with us and give us and the authorised professional evidence, documents and any relevant information that we ask for. You must pay any charges involved in doing this.
- You must attend, at your own expense, any meetings the authorised professional asks you to attend.
- You must keep to all the terms and conditions of the insurance policy, including paying the premium on time, otherwise the contract may not be valid and you may not be able to make a claim.
- If it is necessary to go to court and legal proceedings have been agreed by us, you may at that stage choose your own professional. If you decide to do this, we must agree beforehand. You must enter into a separate contract of appointment direct with them. You will be responsible for any costs which are higher than the fees our own specialists would normally charge us.
- At conclusion of the claim, if you are awarded any costs (not your damages), you must refund these to us.
- If you make a claim under this policy which you later decide not to take any further, you will be responsible for any legal costs that apply up until the date you stop the claim and you will have to pay these to the insurer.
- You must get our permission in writing before agreeing to any professional fees.



When and how do I pay?

You can pay your premium as a one-off payment. You can also pay in monthly instalments (subject to eligibility). If you pay monthly, a credit charge will apply.



When does the cover start and end?

Your period of insurance will be shown on the schedule that we issue to you. This will detail the start and end dates of your contract.



How do I cancel the contract?

If you decide that, for any reason, this policy does not meet your insurance needs, you may cancel it at any time by letting us know by telephone, email or post.

If you have made a claim then you will not be entitled to a refund.

Otherwise, we will keep an amount of premium in proportion to the time you have been on cover and will refund the rest to you.

If you cancel the policy after 14 days of the date of issue you may have to pay a cancellation fee.