

Commercial Professional Fees Policy

Master Certificate Number LES/1007/1496



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 you will need to take time to read the insurance policy wording 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

This insurance is administered by Legal Insurance Management Ltd arranged, by Kindertons Holdings Ltd & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Legal Insurance Management Ltd, Kindertons Holdings Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

NAME OF COVERHOLDER

The policy is arranged and administered on behalf of the insurers by Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

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 claim limits provided will be shown on the policy schedule issued.

CLAIM LIMITS

Any One Claim £100,000
Any One Period of Insurance £100,000
Unless detailed otherwise below.

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)
Employment Disputes	Defence of a contract of employment dispute with an employee. Pursuit of an employee, or ex-employee to recover possession of property owned by you or for which you are responsible.	Any dispute arising within the first 90 days of the first period of insurance (unless you had equivalent cover immediately prior to inception of this insurance) extended to 180 days where this involves redundancy or existing disciplinary issues. Where you have failed to contact the legal advice line and followed their advice prior to taking action against an employee including changing the terms and conditions of their employment. Where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good HR practice and current employment legislation.
Employment Awards	Payment of any compensatory award arising from the judgement of an Employment Tribunal.	Cover does not apply to the payment of wages or where the grievance, dismissal or appeal was not carried out in accordance with good HR practice and current employment legislation.
Employee Restrictive Covenant	Pursuing a claim against any employee or former employee who is in breach of a restrictive covenant in his or her contract of employment.	
Legal Defence	The cost in defending the employer, employees, directors or partners for prosecutions connected to normal business activities in a court of criminal jurisdiction, other than in connection with a motor vehicle.	Any claims relating to motor bikes/vehicles. Any prosecution where the Policyholder does not have adequate policies and systems in place. Any Professional Fees where the Insured Person fails to apply, submit or comply with a Representation Order.
Data Protection	Under the Data Protection Act 1998, defending civil actions, the serving of enforcement, de-registration or transfer prohibition and appealing against the refusal to register an application.	
Contract Disputes	Costs in relation to a dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods and services.	The first 10% of Professional Fees incurred. Where the amount in dispute is less than £250.
TAX, VAT, PAYE & NIC Investigations	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance.
Property Protection	The pursuit of civil claims against others responsible for damage to your property. In addition, civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to your business premises.	Any dispute arising within the first 90 days of the first period of insurance. Any dispute with local or government authorities.
Licence Protection	Costs of an appeal or representation to the relevant authority where your licence has been suspended, revoked or renewal has been refused and such licence is necessary for you to continue in your business.	Refusal to grant an initial licence.
Personal Injury	Death of or bodily injury resulting from the negligence of another person.	Stress or psychological related conditions & medical or clinical negligence, or pharmaceutical related claims.
Jury Service and Attendance Expenses	The actual loss of salary or wages for time off work to attend any court or tribunal in connection with a case covered by this insurance or a court for jury service provided the amount shall not exceed £100 per person per day and up to a maximum of £1,000 per claim.	We do not cover the first 5 days of such service.
Debt Recovery	The costs of pursuing business debts from other businesses for the provision of goods and services, professional fees and services or dishonoured cheques.	Breach of contract claims. Debts less than £250. The first 10% of all Professional Fees. Debts that existed prior to the commencement of the insurance.

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)
Insolvency Fees	The cost of an approved insolvency practitioner who has been appointed following your insolvency where there are insufficient assets to meet such costs. Claim Limit:- Limited Company Insolvency: A maximum of £10,000 any one claim subject to a £1,500 excess. Personal Insolvency: Limited to 50% of the Nominees Fees in a voluntary arrangement.	A compulsory liquidation or bankruptcy within the territorial limits of the policy.
Wrongful Arrest	The cost of defending a civil action against you in respect of allegations of wrongful arrest or malicious prosecution.	Allegations made by an employee, ex-employee or any other person working or contracting for you.
Motor Consumer Dispute	The pursuit or defence of any claim arising out of the sale, purchase, hire purchase or lease of the Insured Vehicle or of any claim relating to the testing, servicing or repair of the Insured Vehicle.	Excluding claims arising from any criminal prosecution relating to the ownership of or use of the insured vehicle.
Motor Personal Injury	Professional Fees resulting from the death of or personal injury to an insured person.	Excluding any injury or illness not caused by a sudden or specific accident or from stress or psychological related conditions or arising out of or in connection with any criminal prosecution and claims arising out of the use of a motor vehicle for racing, rallies, trials or competitions of any kind.
Motor Uninsured Loss Recovery	The recovery of uninsured losses resulting from a road accident in your insured vehicle.	Any claims where:- Your motor insurers are entitled to repudiate your claim or refuse cover. We do not cover:- The costs of a hire car not agreed in advance. Vehicles being used for racing, competition and the like.
Legal Advice Helpline Service	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 Prospects of Success in your claim and that it is necessary 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 sensible 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 solicitor we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).
- 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 solicitor 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.
- 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 provide cover for any matter in respect of which an Insured Person is entitled to Legal Aid.
- 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

If you decide that for any reason, this Policy does not meet your insurance needs then please return it to Your agent within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- Where we reasonably suspect fraud
- Non-payment of premium
- Threatening and abusive behaviour
- Non-compliance with policy terms and conditions
- You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

Where our investigations provide evidence of fraud or a serious non-disclosure, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in your policy being cancelled from the date you originally took it out.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover, unless the reason for cancellation is fraud and/or we are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

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
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

COMPLAINTS PROCEDURE

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 have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their 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.