

Premier Family Professional Fees Policy

Master Certificate Number LES/1007/1913

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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 £50,000
Any One Period of Insurance £50,000
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)
Personal Injury	Death of or bodily injury resulting from the negligence of another person. This includes, but is not limited to, a single negligent act of surgery, clinical or medical procedure.	Pharmaceutical related conditions.
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 arises within the first 90 days of the first Period of Insurance (unless you had equivalent cover operative immediately prior to inception of this 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 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.
Taxation	Professional Fees arising from or relating to an Aspect Enquiry in excess of £100 or 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 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 (unless you had equivalent cover operative immediately prior to inception of this 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, 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 Claim Limits, 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 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	Defending a claim from a financial institution, merchants or their collection agencies. The removal of any criminal or civil judgments wrongly entered against the Insured Person. Challenging the accuracy or completeness of any information in a Credit Reference Agency report. Creating documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully. 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. 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. 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.	Any Identity Theft connected with the Insured Person's business, profession, or occupation. Any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.

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)
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.
Home Sale Purchase	Pursuing claims arising out of a contract for the sale or purchase of the Home entered into by or on behalf of an Insured Person.	
Social Media Defamation	Defamatory comments made about an Insured Person through a Social Media website.	Claims where You are not aged 18 or over
Travel Disputes	Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on your behalf for the purposes of undertaking a holiday in order to seek compensation and or implementation of the contract from the following: a) Your Tour Operator or Holiday Company; b) Your Travel Agent; c) A Car Hire company with whom you have pre-booked a vehicle; d) An Airline, Ferry, Train, Coach Operator or Cruise Liner; e) A Hotelier or Property Owner.	We do not cover claims where the value in dispute is less than £150 or any claim where the event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.
Debt Advice	Free access to Debt advice and assistance.	Any costs and/or fees incurred by You in the course of using this 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.

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 Professional 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)
 - 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, the Channel Islands and the 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 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 Insurance (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
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:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

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.