

# LEGAL INSURANCE MANAGEMENT LTD



## COMMERCIAL 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 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

The policy is underwritten by AXA Insurance UK plc, Registered in England No.78950.  
Registered Office: 5 Old Broad Street, London, EC2N 1AD

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, 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.

Section of Cover	Cover Provided	Specific Section Exclusions <small>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)</small>
<b>Employment Disputes</b>	Defence of a contract of employment dispute with an employee.	Any dispute arising within the first 90 days of the first period of 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 the statutory procedures and guidance laid down in the current edition of The Code of Practice as prepared by the Advisory Conciliation and Arbitration Service (ACAS).
<b>Employment Awards (Optional Cover)</b>	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 statutory and ACAS guidelines. Cover must apply under Employment Disputes for this section to be effective.
<b>Restrictive Employee Covenant</b>	Pursuing a claim against any employee or former employee who is in breach of a restrictive covenant in his or her contract of employment.	

<b>Legal Defence</b>	The cost in defending the employer, employees, directors or partners for prosecutions connected to normal business activities in a criminal or civil court, other than in connection with a motor vehicle.	Any claims relating to motor vehicles
<b>Data Protection</b>	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.	
<b>Contract Disputes</b>	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.	10% of all Professional Fees Any amount in dispute of less than £250 Cover is restricted to a maximum of £1000 in respect companies who are involved in the building and allied trades, computer software, professional sports, or entertainers.
<b>TAX, VAT, PAYE, &amp; NIC Investigations</b>	Comprehensive enquiries or in depth investigations of your tax affairs, including Aspect enquiries above £100.00 and less than £1,000, VAT Disputes, PAYE Disputes and NIC Disputes.	Any dispute arising within the first 60 days of the first period of insurance
<b>Property Protection</b>	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
<b>Licence Protection</b>	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
<b>Bodily Injury</b>	Death of or bodily injury resulting from the negligence of another person.	Stress & medical negligence related conditions
<b>Jury Service Expenses</b>	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. Each loss of a days salary or wages shall be calculated on the basis of 1/250 <sup>th</sup> of an employees annual salary or wage.	
<b>Debt Recovery</b>	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. 10% of all Professional Fees. Debts that existed prior to the commencement of the insurance.
<b>Legal Helpline</b>	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.

- Other than the excess (first amount of any claim you are required to pay) shown under the relevant section of cover listed above, unless otherwise shown on the policy schedule, no additional excess applies.
- 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, or the potential settlement amount of the claim is disproportionate compared with the time and expense incurred in pursuing or defending the claim.

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.

## **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 wish you to be happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy documents without giving reason. 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 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  
 18 Hagley Road  
 Stourbridge  
 West Midlands DY8 1PS

## **COMPLAINTS PROCEDURE**

In the event of a complaint arising under this Insurance, 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 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 a retail customer or insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at: -

South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

### **COMPENSATION SCHEME**

AXA Insurance UK plc are 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 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. The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 020 7892 7300 or Fax: 020 7892 7301), or by e-mail ([enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)).