



**LARSEN
HOWIE**

**CONTRACTOR LEGAL PROTECTION
POLICY SUMMARY**

LH-DOC96-5

www.larsenhowie.co.uk

Contractor Legal Protection 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

This insurance is administered by Legal Insurance Management Limited & arranged by Larsen Howie Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No.SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

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 limit of indemnity provided will be shown on the policy schedule issued.

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)
Section One - Personal		
Consumer 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% or £250 whichever is the lower amount of all Professional Fees which Any amount in dispute of less than £250.
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.
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 or violent offences, 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.

Section Two - Commercial		
Contract Dispute	A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.	A lease, licence or tenancy or land or buildings.
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.
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.
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 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 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.
- We do not cover any professional fees incurred in defending or pursuing new areas of law or test cases.

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.

Cooling Off Period

If you decide that for any reason a policy does not meet your needs then please inform us within the fourteen (14) day cooling off period which commences on the day of purchase or renewal. On the condition that no claims have been made or are pending we will refund your premium in full. Notice of cancellation is deemed to be served as soon as it is posted or sent to us, in the case of email on the day it is sent, or the date of the telephone or live chat conversation.

Cancellation Right

If you wish to cancel a policy after the fourteen (14) day cooling off period, you can do so at any time by giving us notice to cancel. You will receive a pro-rata refund of premium providing no claims have been made or are pending, minus the deduction of a cancellation fee. Notice of cancellation is deemed to be served as soon as it is posted or sent to us, in the case of email on the day it is sent, or the date of the telephone or live chat conversation.

A cancellation fee will be applied for cancellation outside of the fourteen (14) day cooling off period. We will refund you a pro rata amount for each full month of the policy that remains, minus the deduction of the cancellation fee. We will confirm in writing the breakdown of the pro rata refund you are to receive, how you will receive this, and the timescale for this.

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 30 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:

- Fraud;
- Non-payment of premium;
- Threatening and abusive behaviour;
- Non-compliance with policy terms and conditions.

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
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 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 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
Exchange Tower
London
E14 9SR

Compensation Scheme

Great Lakes Reinsurance (UK) SE 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 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.



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