

## COMMERCIAL PROFESSIONAL FEES

### NCASS 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 Ageas Insurance Ltd, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire,SO533YA.

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, 16-18 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 (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.	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 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.

<b>Employee Restrictive 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 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.
<b>TAX, VAT, PAYE &amp; NIC Investigations</b>	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.
<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. Any dispute with local or government authorities.
<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>Personal Injury</b>	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.
<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.

- 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.

## **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  
16-18 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**

Ageas Insurance Ltd 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](http://www.fscs.org.uk)