

# FAMILY LEGAL PROTECTION

## keyfacts<sup>®</sup>

### POLICY SUMMARY

Some important facts about the Family Legal Protection 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 arranged by Direct Group Limited, administered by Legal Insurance Management Limited and underwritten by UK General Insurance Limited 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 is 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](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### NAME OF COVERHOLDER

The policy is 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 legal expenses 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, 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.

### SECTIONS OF COVER

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.	Stress, psychological & medical or clinical negligence or pharmaceutical related conditions and extended use of artificial tanning equipment.
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	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

	home.	government authorities, compulsory purchase and the like to any property and mining subsidence.
<b>Taxation</b>	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.
<b>Employment</b>	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).
<b>Criminal Prosecution Defence</b>	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, legal expenses in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme and which exceed the claim limits, legal expenses where you fail to apply, submit or comply with a Representation Order.
<b>Education</b>	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 (subject to a claim limit of £5,000 for any one claim)	Where acceptance at the school involves examinations or other selection criteria. If the refusal is within 3months 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 5 <sup>th</sup> birthday.
<b>Probate</b>	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.
<b>Identity Theft</b>	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.

<b>Jury Service Expenses</b>	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.
<b>Legal Advice Helpline Service</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 necessary for legal expenses 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 legal expenses 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 legal expenses in excess of i) those which our own specialists would normally charge us (Details are available upon request) or ii) in respect of Small Claims Court matters, any legal expenses 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 legal expenses.
- The jurisdiction and territorial limits of the policy is the United Kingdom other than in respect of Travel Disputes where the territorial limit is extended to worldwide
- 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 legal expenses 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**

This cover will run concurrently with your Be Wiser home insurance policy for a period of 12 months as detailed on your policy schedule. If your Be Wiser home insurance policy cancels for any reason this policy will also be cancelled.

### **CANCELLATION**

We hope you are happy with the cover provided by your policy. However you have the right to cancel the policy within 14 days of receiving the policy by contacting Be Wiser Insurance on 0333 003 3280.

As you have not paid any premium for this policy, no refund will be applicable.

## **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

Tel: 01384 377000  
Email: [claims@legalim.co.uk](mailto:claims@legalim.co.uk)

## **HOW TO MAKE A COMPLAINT**

### **Sale of Your policy**

If you have a question or concern about, or you wish to make a complaint about, the sale of your policy (including the information you were given before you bought the policy) please contact Be Wiser Insurance at:

The Manager, Be Wiser Insurance Services Ltd, Barrett House, Savoy Close, Andover, Hants, SP10 2HZ.  
Email: [admin@bewiser.co.uk](mailto:admin@bewiser.co.uk)  
Telephone: 0333 003 3280

If it is not possible to reach an agreement you have the right to make an appeal to the Financial Ombudsman Service at the address shown below.

### **Policy administration and claims**

If you have any questions or concerns about the handling of your policy or about a claim you should contact Legal Insurance Management Ltd at the above address.

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  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0300 123 9123 or 0800 023 4567  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## **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](http://www.fscs.org.uk).