

Legal expenses insurance



Insurance product information document

Company: Policy Expert

Product: Home Legal Plus

Policy Expert, a trading name of QMetric Group Limited, has arranged this insurance with: **Accredited Insurance (Europe) Limited - UK Branch** (FRN 608422) which is the UK branch of Accredited Insurance (Europe) Limited which is incorporated in Malta (FRN 9010 Malta) and is authorised and regulated by the Malta Financial Services Authority. Also subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority; **Bridgehaven Specialty UK Limited**, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (FRN 978895). Policy Expert is a trading name of QMetric Group Limited, which is authorised and regulated by the Financial Conduct Authority. QMetric Group Limited's registered office is at 110 Bishopsgate, London, EC2N 4AY and company number is 07151701.

This document provides a summary of the key information relating to this legal expenses policy. It does not form part of the contract between us. Please see your policy documents for full information about the product.

What is this type of insurance?

This policy is designed to cover someone who wishes to protect themselves against the cost of negotiating and defending their legal rights against a wide variety of legal issues.



What is insured?

This policy covers the cost of professional fees charged by a claims handler, solicitor or accountant following an insured event.

The limit we will pay for any one claim is £100,000.

We will pay for the following insured events that arise during the period of insurance:

- ✓ Personal injury - to take legal action for damages against another person or organisation, as a result of an event which has caused death or bodily injury to an insured person.
- ✓ Clinical or medical negligence - to take legal action against a medical practitioner for negligence during a medical procedure.
- ✓ Consumer disputes - to defend or pursue legal action arising from a contractual dispute relating to an agreement which an insured person has entered into for receiving services, buying, hiring or selling personal goods.
- ✓ Buying and selling property - to defend or pursue legal action arising from someone breaking the terms of a contract to buy or sell your home.
- ✓ Protecting property from damage - to pursue legal action if someone has damaged your property, someone is trespassing on your property or someone creates a nuisance affecting the enjoyment of your home.
- ✓ Tax - relating to an in-depth HM Revenue & Customs investigation of personal tax affairs.
- ✓ Employment - to pursue legal action relating to any dispute with a current or former employer.
- ✓ Education - up to £5,000 to appeal against the decision of a local education authority regarding its failure to keep to its published admissions policy.
- ✓ Probate - to pursue legal action relating to a probate dispute, involving the will of a family member of the insured person.
- ✓ Identity theft - to deal with credit reference agencies. To assist in removing any criminal or civil judgments which have been wrongly entered against the insured person.



What is insured? - (continued)

- ✓ Data protection - to pursue legal action against someone or an organisation if they break data-protection legislation.
- ✓ Jury service and court expenses - salary or wages an insured person loses for each full day they are off work to attend a court for jury service or a court or tribunal at the request of the authorised professional, up to £100 per day (up to a maximum of £1,000 per claim).
- ✓ The policy also provides free access to a legal helpline service, providing advice and assistance on any private legal problem under UK law.



What is not insured?

- ✗ There must be reasonable prospects of being successful in your claim (where we and the authorised professional agree that there is at least a 51% chance of the insured person achieving a favourable outcome) for us to take over the claim on your behalf and appoint a specialist.
- ✗ We do not cover any activity connected to a business or trade.
- ✗ We do not cover claims against another person who is insured on this policy, or disputes between an insured person and their family (including divorce or marriage disputes).
- ✗ If an insured person is entitled to legal aid, our liability will be limited to an amount equal to any assessed income-based contribution the insured person must pay towards professional fees under the Crown Court's means-testing scheme.
- ✗ We do not cover any professional fees involved 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 financial services or products or not managing them correctly.
- ✗ We do not cover any damages, fines, compensation or other penalties a court or other authority orders you to pay.
- ✗ We do not cover consumer dispute claims under £125.



Are there any restrictions on cover?

- ! You must tell us about any event or circumstance which may lead to a claim under this policy within a reasonable time of it happening, and always within 180 days. Failure to do so could mean that we decline to pay a claim.
- ! We may limit any professional fees that we will pay under the policy in pursuing or continuing to pursue or defend any claim if we feel it is unlikely that we will achieve a sensible outcome.
- ! Where it may cost us more to handle a claim than the amount in dispute, we may decide to pay you the amount in dispute instead of continuing with the claim. If we do this, the payment will represent full and final settlement under the policy.
- ! Please note that if you engage the services of a professional prior to making contact with us, any costs that you incur are not covered by this insurance.
- ! We will not cover any claims if the insured person should have realised when buying this insurance that there may be a claim made under it.



Where am I covered?

- ✓ We will pay for claims arising from insured events within the United Kingdom, Channel Islands and Isle of Man.



What are my obligations?

- When you take out, renew or make changes to your policy, you must give complete, accurate and up-to-date answers to all the questions we ask you.
- You must tell us of any changes to the answers you gave us or changes in your circumstances which happen before or during the period of insurance. For example, you must tell us if your address changes.
- You must take due care and take all reasonable precautions to prevent incidents that may lead to a claim and to reduce the amount that we might have to pay.
- You must at all times co-operate with us and give us and the authorised professional evidence, documents and any relevant information that we ask for. You must pay any charges involved in doing this.
- You must attend, at your own expense, any meetings the authorised professional asks you to attend.
- You must keep to all the terms and conditions of the insurance policy, including paying the premium on time, otherwise the contract may not be valid and you may not be able to make a claim.
- If it is necessary to go to court and legal proceedings have been agreed by us, you may at that stage choose your own professional. If you decide to do this, we must agree beforehand. You must enter into a separate contract of appointment direct with them. You will be responsible for any costs which are higher than the fees our own specialists would normally charge us.
- At conclusion of the claim, if you are awarded any costs (not your damages), you must refund these to us.
- If you make a claim under this policy which you later decide not to take any further, you will be responsible for any legal costs that apply up until the date you stop the claim and you will have to pay these to the insurer.
- You must get our permission in writing before agreeing to any professional fees.



When and how do I pay?

You can pay your premium as a one-off payment. You can also pay in monthly instalments (subject to eligibility). If you pay monthly, we will add a credit charge.



When does the cover start and end?

Your period of insurance will be shown on the schedule that we issue to you. This will tell you the start and end dates of your insurance policy.



How do I cancel the contract?

If you decide that, for any reason, this policy does not meet your insurance needs, you can cancel it at any time by letting us know by phone, email or post.

If you cancel this policy:

- before it starts, you will receive a full refund.
- after it starts, and you haven't made a claim, you will receive a pro-rata refund.
- after you have made a claim, you will not receive a refund.