

**PLEASE NOTE THAT THIS IS AN OPTIONAL COVER.
PLEASE REFER TO YOUR SCHEDULE TO CONFIRM IF THIS COVER IS INCLUDED**

Catering Legal Expenses Insurance

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 (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.
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 dismissal was not carried out in accordance with ACAS guidelines. Cover must apply under Employment Disputes for this section to be effective.
Restrictive Employee Covenant	Pursuing a claim against any employee or former employee who is in breach of a restrictive covenant in his or her contract of employment.	
Legal Defence	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

TAX, VAT, PAYE, & NIC Investigations	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
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
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
Bodily Injury	Death of or bodily injury resulting from the negligence of another person.	Stress & medical negligence related conditions
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.

- 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

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 Portsofen 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).

