



**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 please take time to read the policy document 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 Assistance (UK) Ltd, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR Registered No: FC008998.

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, or solicitor 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 <small>(Please note that this only shows the significant exclusions and reference should be made to the policy wording for a definitive list)</small>
<b>Consumer Disputes</b>	Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on Your behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:  a) Your Tour Operator or Holiday Company b) Your Travel Agent c) A Car Hire company with whom you have pre-booked a vehicle d) An Airline, Ferry, Train, Coach Operator or Cruise Liner e) A Hotelier or Property Owner	We do not cover claims where the value in dispute is less than £150 or any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

**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.

- A £35 excess applies to this policy.
- 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 and 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 this 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 Professional Fees 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 Professional Fees 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 within 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 professional fees.
- Whilst the territorial limits of the policy are worldwide, cover will only apply where you are able to bring an action in a Court of UK jurisdiction.
- 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.

#### **DURATION OF THE CONTRACT**

The period of cover provided by the policy is shown within the policy schedule.

#### **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. If you choose to cancel, subject to you not having travelled or a claim been made under the policy, 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 no later than 30 days after returning from the holiday subject to the dispute) 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 wording. 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**

We hope you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim 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 you are still not happy with the response you have received, you have the right to ask the Financial Ombudsman to review your case.

#### **COMPENSATION SCHEME**

AXA Assistance (UK) 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)