



## Income Protection Policy

### Policy Summary

#### ABOUT THIS DOCUMENT:

Please note that this policy summary does not contain the full terms and conditions of the contract of insurance; so please take time to read the policy document to make sure you understand the cover it provides.

#### INSURER:

This insurance is arranged by Best Risk Management and Financial Services Limited & is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Best Risk Management and Financial Services Limited & and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

#### INFORMATION YOU PROVIDE TO US:

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to supply accurate and complete answers to all the questions in the declaration form/application form and to make sure that all information supplied to us is true and correct. You must tell us of any changes to the answers you have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out, make changes to and renew your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Features and Benefits	Significant exclusions & limitations	Policy Section
Accident & Sickness Cover	Accident and/or sickness which is caused by a pre-existing condition.  Any accident or sickness where you are not certified as unfit to work by a Doctor or a consultant  Accident or sickness which is the result of treatment or surgery which was not medically necessary or was carried out at your request. This includes cosmetic surgery and beauty treatments. However we will pay for any accident or sickness which arises as a direct result of any unforeseen complication directly relating to such treatments or procedures, subject to the policy terms and conditions.  Accident and/or sickness which is alcohol and/or drug related. This exclusion does not apply to drugs which are taken under the direction of your Doctor and where you have not exceeded the prescribed dose and have followed their advice in connection with taking such drugs.	Section Two – Accident & Sickness Cover

	<p>Claims for symptoms which are normally associated with pregnancy where those symptoms are generally temporary and do not represent a medical danger to you or your baby for example fatigue, morning sickness or for childbirth, including delivery by caesarean section or any other medically assisted delivery which does not cause any medical complications as a result of that procedure.</p> <p>Claims for back and neck conditions where you are unfit to work for longer than three months, unless there is radiological medical evidence of an abnormality or injury confirmed by a Doctor or consultant.</p> <p>Claims for anxiety, depression, stress or any other mental health condition where you are unfit to work for longer than three months, unless your condition has been diagnosed by a consultant or your local Primary Care Trust's mental health trust or action team and they have certified that you are unfit for work solely as a result of that condition.</p>	
Unemployment Cover	<p>Any claim for unemployment or carer cover where you were aware there was a risk you may become unemployed or have to stop work to become a carer, prior to the policy start date.</p> <p>Any claim for unemployment or carer cover where you are notified of your unemployment or you are required to give up work entirely to become a carer, during the initial exclusion period.</p> <p>Claims where you have not been in continuous permanent employment for at least three consecutive months immediately prior to becoming unemployed.</p> <p>Any claim where you are unable to provide us with evidence to support your unemployment or carer claim – including but not limited to: payslips, letters confirming your redundancy or your intention to give up work to become a carer, P45 or tax-returns or where you are unable to provide evidence that you are registered as unemployed with the appropriate government agency and actively seeking work or you are not in receipt of carer's allowance benefit.</p> <p>Carer claims where the person you are caring for is not a relative.</p> <p>Claims where you have not been in continuous employment for a minimum of six months immediately prior to the start date of your policy.</p> <p>Claims where you have agreed to take</p>	Section Three – Unemployment & Carer Cover

voluntary redundancy, permanently retire or resign.

Claims where your unemployment is due to you breaching your employers conduct code, including fraud, dishonesty and breach of contract, or where your unemployment is due to your employer taking disciplinary action against you.

#### **TYPE OF INSURANCE AND COVER PROVIDED:**

Subject to the policy terms and conditions and dependent on the cover which you have selected, in the event that you are unable to work due to accident or sickness, or you become unemployed or have to give up work entirely to become a carer for a relative, we will pay you 1/30<sup>th</sup> of the monthly benefit you have selected for each day that you are unable to work, or you are without work, or you are a carer, up to a maximum of 12 months. Please refer to the policy booklet for terms and conditions and specific exclusions.

#### **DURATION OF COVER:**

Your cover will commence on the date shown on your policy schedule and end when:

- you stop work and permanently retire or you reach the age of 65; or
- you are no longer permanently resident in the UK or you are no longer registered with the UK tax authorities in respect of your employment or self-employment; or you do not renew this policy or you or we cancel this policy; or
- you do not pay the premium associated with this policy on the date that it becomes due; or
- or you die.

Whichever of the above events occurs first.

#### **CANCELLATION RIGHT:**

We hope you are happy with the cover this policy provides. However, if after reading this document, this insurance does not meet with your requirements, please return it to Best Insurance within 30 days of issue of the policy and we will refund your premium in full.

Thereafter you may cancel the insurance cover at any time by contacting Best Insurance. If you pay your premiums annually, the premium you have already paid to us will be refunded on a pro-rata basis for each complete month of the policy which remains. If you pay your premiums monthly, then no refund of premium will be due.

Please note that cancellations will not be backdated. Where you have made a claim and wish to cancel your policy you will not be entitled to any refund.

#### **MAKING A CLAIM:**

If you need to make a claim, please contact Trent-Services (Administration) Ltd Trent House, Love Lane, Cirencester. GL7 1XD. Telephone: 01285 626020 (all calls are recorded for training, compliance and claims purposes) or email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk) as soon as possible. Please refer to the policy booklet for full details on how to make a claim.

#### **COMPLAINTS:**

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the procedure below.

Complaints regarding the sale of your policy should be directed to: Best Insurance, Gemini Business Centre, 136-140 Old Shoreham Road, Hove BN3 7BD, Telephone: 0330 330 9465. Email: [info@bestinsurance.co.uk](mailto:info@bestinsurance.co.uk).

Complaints regarding a claim on your policy should be directed to: If you need to make a claim, please contact Trent-Services (Administration) Ltd Trent House, Love Lane, Cirencester. GL7 1XD. Telephone: 01285 626020 (all calls are recorded for training, compliance and claims purposes) or email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk).

If your complaint cannot be resolved by Best Insurance or Trent Services by the end of the third working day, it will be passed to:

The Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Leeds, LS10 1RJ. Telephone: 0345 2182685. Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk).

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square,

London,

E14 9SR.

Tel: 0300 123 9 123

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

#### **COMPENSATION SCHEME:**

Great Lakes Insurance SE, is 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 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).

#### **DATA PROTECTION**

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

#### **GOVERNING LAW**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

## Family 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

This insurance is administered by Legal Insurance Management Limited, arranged by Best Risk Management & Financial Service Limited & underwritten by UK General Insurance Ltd 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 are 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.

Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. 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 arranged and 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 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 Claim Limits provided will be shown on the policy schedule issued.

### CLAIM LIMITS

Any One Claim £25,000

Any One Period of Insurance £25,000

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)
Employment	Disputes with your employer on the grounds of unfair dismissal or unfair selection for redundancy seeking compensation or reinstatement or re-engagement.	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).
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.

<b>Consumer Disputes</b>	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.
<b>Home Rights</b>	Pursuing claims connected to goods or services used in your home or an infringement of your rights relating to your home.	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 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>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, professional fees in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme and which exceed the Claim Limits, professional fees 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.	Where acceptance at the school involves examinations or other selection criteria. If the refusal is within 6 months 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	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.

	<p>Agencies to report or discuss an actual Identity Theft.</p> <p>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.</p> <p>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.</p>	
<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 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 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 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 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 professional fees.
- 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 professional fees 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**

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 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 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  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

## **COMPLAINTS PROCEDURE**

In the event of a complaint arising under this Insurance, you should in the first instance write to the Managing Director of 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  
London  
E14 9SR

## **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).