

# **FAMILY LEGAL EXPENSES GOLD**



# **Policy Summary**

#### SIGNIFICANT BENEFITS

In all cases 'you' means the main policy holder and any member of your family (including civil partners and children for whom you or your spouse/civil partner are the legal guardian) residing with the policy holder at the principal home

Subject to the terms, conditions and exclusions detailed in the main policy Your Legal Costs and Expenses will be covered up to a maximum of £75,000 for the following insured incidents other than A3 Employment Disputes where the limit is £25,000.

#### A1. Free Legal Advice Line

A Free Legal Advice line is offered for advice on personal legal matters falling under the sections of cover provided by this policy where full cover is not yet required.

#### A2. Personal Injury

Legal assistance in respect of death or bodily injury sustained by you.

Where a claim under this section of cover has been accepted we may provide rehabilitation treatment with a value up to £5,000

# A3. Employment Disputes

Up to £25,000 cover for negotiation of your legal rights for a claim that would be dealt with via an Employment Tribunal against your employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by your employer.

# A4. Criminal Prosecution Defence

We will pay the professional fees incurred in the successful defence of you in a Criminal Prosecution providing that (a) the matter is reported to us within 14 days of you being made aware of the potential prosecution and (b) reasonable prospects of success exist for the duration of the claim

#### A5. Tax Protection

We will negotiate and represent you in respect of a Full tax enquiry by the Inland Revenue into your personal tax affairs (this does not cover self employed persons).

# A6. Jury Service

Cover for salary or wages for time lost at work whilst attending jury service provided that these are not legally recoverable from the court or your employer (this does not cover self employed persons).

# A7. Contract Disputes

Negotiation of your legal rights in dispute a rising from an alleged agree ment including buying or hiring of any goods or services or the selling of any goods or services (please note the amount in dispute must be more than £100).

# SIGNIFICANT AND UNUSUAL EXCLUSIONS OR LIMITATIONS

For specific exclusions see reference.

The primary exclusions and limitations under this policy are that we will not pay legal costs and expenses where:

You pursue a claim outside the jurisdiction of the courts of England & Wales, Scotland and Northern I reland.

The matter giving rise to the claim was not caused by a single or sudden incident/event.

We consider it unlikely a reasonable settlement and recovery will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit.

Where you have not reported the matter as soon as reasonably possible or taken action, without our consent, that alters the likely outcome or the way your case could have been dealt with.

You incurred such legal costs and expenses without our prior written authorisation or they were incurred as a result of a significant default or delay on your part.

Such legal costs and expenses for claims which a rise from a criminal act or omission.

Applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

Prior to the issue of any proceedings you must use the representative or solicitor nominated and appointed by us.

In no case will we pay more than £75,000 during the Duration Of Cover.

- **A2** Death or Personal injury sustained in a road traffic or other incident involving a motorised vehicle.
- **A3** Employment disputes that would not be dealt with by an Employment Tribunal.
- $\textbf{A3} \ \, \text{For the first £250 of your legal costs incurred in an accepted employment dispute claim}.$
- **A3** Disciplinary or grievance procedures relating to your employment (the advice line may however be utilised).
- A4 An offence relating to a Motor Vehicle
- A4 An offence relating to your business or profession
- **A4** Any matter that is reported after 14 days of you being made aware of the potential prosecution
- **A4** Any fees incurred where the charges against you are not dismissed or you are not acquitted
- **A5** Tax investigations that arise from issues other than earnings as an employee.
- A5 Tax investigations where you are self employed

This includes disputes a rising from buying or selling of your principal home.

A8. Property Protection

Civil actions relating to material property (including your principal home) which causes or could cause physical damage to the property or concerns nuisance or trespass including boundary disputes.

**A6** You are self employed and have sustained loss of earning, income, salary, wages or other losses relating to attending Jury Service.

**A7** The contract dispute relates to the purchase or sale of land or buildings other than your principal home.

**A7** For the first £250 of your legal costs incurred in an accepted claim relating to trespass, boundary disputes or nuisance.

A7 where the contract was entered into outside the period of cover

#### **DURATION OF COVER**

This policy will expire one calendar year from the date it was issued.

#### **CANCELLATION RIGHT**

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy. See the enclosed policy document and the section headed "Cancellation".

The Insurer may cancel this policy at any time by giving 14 days notice.

#### **MAKING A CLAIM**

If you have a claim, please telephone us on **03334 008216** as soon as possible to tell us about it.

#### **HOW TO MAKE A COMPLAINT**

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 Complaints Procedure.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman.

#### **COMPENSATION SCHEME**

In the event that Great Lakes Reinsurance (UK) SE is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). Further information can be found in your policy under the "Compensation Scheme".

# Example Cases of Clients we have assisted with the Family Legal Expenses Policy

# **Employment Disputes**

An employee was selected for redundancy. The employee contacted the Family Legal Expenses Advice Line and as a result it was discovered the employer had not followed the correct procedures. Legal advice was provided and the acting solicitors successfully negotiated an acceptable settlement for the employee

# **Jury Service**

An employee had attended Jury Service and was unable to recover total loss of salary from the Court. The policy provided cover and he was paid his shortfall.

# **Contract Disputes**

A policyholder purchased a new bed which was found to be faulty, the supplier had refused to accept the return of the bed and the policyholder contacted the Claims Helpline. The solicitors obtained a full refund for the client

#### **Property Protection**

# Damage Example

A tree belonging to a building developer fell down and damaged a policyholder's garden. Two issues were reported to the Claims Line (a) dispute regarding ownership and costs of removal of the tree and (b) costs of repair of damages to the policyholder's garden. This was referred to solicitors who managed to successfully negotiate and reach an acceptable condusion for the client

### **Nuisance Example**

A policyholder reported to the Claims line that a neighbour was continually blocking access to their drive way. Solicitors contacted the neighbour and a dvised of the policyholder's legal rights of access and the matter was resolved amicably.