

EUROPEAN STRING TEACHERS ASSOCIATION



FULL ESTA MEMBER 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 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 to view or download from the members' area of the ESTA (UK) website at www.estastrings.org.uk or upon request.

NAME OF INSURER

The policy is underwritten by Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire SO53 3YA. 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, 16 -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,, which are fully explained in detail in the policy wording.

LIMIT OF INDEMNITY

Any One Claim £100,000 and in Any One Period of Insurance £100,000.

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)
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.
Taxation	Professional Fees arising from or relating to 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.
Employment	Disputes with Your employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.	We do not cover disputes arising within the first 90 days of the first Period of Insurance.
Criminal Prosecution Defence	Defence of your legal rights including appeal, where criminal proceedings have been brought against you.	We do not cover any offence relating to a motor bike or vehicle, professional fees in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme and which exceed the Limit of Indemnity or professional fees where You fail to apply for or comply with, a Representation Order.
Jury Service Expenses	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.
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.

- 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, 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 (including the Isle of Man and the Channel Islands) and the Republic of Ireland.
- We do not cover claims connected to Matrimonial or Family Disputes.
- 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 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 AND HELPLINE NUMBERS

Legal Claims Notification & Advice Helpline Service - 0844 800 0128

Tax Advice Helpline Service – 01455 852034

Tax Claims Notification Service – 01384 377000

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
16 -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

Ageas Insurance 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