



## SUMMARY OF COVER – LEGAL EXPENSES

### 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 Ltd arranged by Sennocke International Insurance Services Ltd & 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.

Sennocke International Insurance Services Ltd is authorised by the Central Bank of Ireland.

Legal Insurance Management Ltd 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.

### NAME OF COVERHOLDER

The policy is arranged and administered on behalf of the Insurer 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

€37,500 per claim

€37,500 aggregate

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)
<b>Contract Disputes</b>	<p>Pursuing claims arising out of a contract which must be evidenced and recorded in writing entered into by or on behalf of You arising directly from the construction of the Self Build Home in order to seek compensation and or implementation of the contract from the following:</p> <p>a) The vendor of the plot of land. b) The solicitor or licensed conveyancer acting on the Insured Person's behalf. c) The architect and/or architectural technical draughtsman acting on the Insured Person's behalf. d) The provider of the kit of Self Build Home build</p>	<ul style="list-style-type: none"><li>Any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than €750.</li><li>An Insured Event reported to the Insurer outside the Period of Insurance.</li><li>Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.</li><li>Claims arising in connection with planning permission (other than in connection with the architect's negligence).</li><li>Any claim if the Self Build Home project is abandoned for any reason other than as a result of a claim.</li></ul>

	<p>materials.</p> <p>e) Any other supplier of materials, fittings, decorations, or built-in appliances.</p> <p>f) Any structural or mechanical engineer acting on the Insured Person's behalf.</p> <p>g) The groundwork contractor (including test bores).</p> <p>h) The demolition contractor.</p> <p>i) The surveyor and/or quantity surveyor acting in their supervisory role in the course of building work.</p> <p>j) The local authority (other than in connection with planning disputes).</p> <p>k) The utility charged with the connection of Water, Sewage, Electricity, Gas or Telephone services.</p> <p>l) The main contractor of each individual trade who is carrying out the construction of the Self Build Home on the Insured Person's behalf.</p> <p>Subject to the cause of action arising and being subject to a court of jurisdiction within the Territorial Limits.</p>	<ul style="list-style-type: none"> <li>Any claim for compensation arising from the completed Self Build Home being valued at the sum originally quoted by a surveyor prior to the commencement of the build project.</li> <li>Actions pursued in order to obtain satisfaction of a judgement or legally binding decision.</li> <li>The Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.</li> <li>Claims involving tradesmen or suppliers sub-contracted to the main contractor acting on the Insured Person's behalf.</li> <li>Any claim where the cause of action arises from incidents which have occurred or services or materials and the like which have been provided prior to the first inception date of this insurance.</li> <li>Any claim arising from project management errors, omissions or disputes.</li> </ul>
<b>Eviction</b>	The eviction of anyone in the Self Build Home without Your permission.	

## DURATION OF THE CONTRACT

The cover provided by the policy will be clearly shown within the quotation provided and policy schedule subsequently issued.

## 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.

- In order for indemnity to apply, the Insured Person or a close family member must be the initial owner and occupier of the Self Build Home for domestic purposes including outbuildings and mains services. If during the period of insurance the deeds of ownership and/or occupancy are transferred to another party, this policy shall be deemed null and void from the date of transfer.
- The pursuit continued pursuit or defence of any claim if We consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- Claims which are conducted by You in a manner different from the advice or proper instructions of Us or the Authorised Professional.
- Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have reasonable prospects of success.
- Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.
- Damages, fines or other penalties You are ordered to pay by a Court, tribunal or arbitrator.
- Claims arising from an Event arising from Your deliberate act, omission or misrepresentation.
- Any dispute relating to written or verbal remarks which damage Your reputation.
- Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
- Legal Proceedings outside the Territorial Limits and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
- A dispute which relates to any compensation or amount payable under a contract of insurance.
- A dispute with Us not dealt with under the Arbitration Condition.
- Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.
- An application for judicial review.
- Any Professional Fees incurred in defending or pursuing new areas of law or test cases.
- Any claim directly or indirectly arising from an allegation of miss-selling or mismanagement of financial services or products.
- Any matter in respect of which an Insured Person is entitled to Legal Aid.
- Any Professional Fees relating to Your alleged dishonesty or deliberate and wilful criminal acts or omissions.
- Disputes between an Insured Person and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisor.
- A claim falling within the Small Claims Track limits where We shall provide legal advice and assistance and exercise Our discretion as to payment of any further costs.

## 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  
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 Services Ombudsman Bureau  
3rd Floor,  
Lincoln House,  
Lincoln Place,  
Dublin 2

### **COMPENSATION SCHEME**

The Insurance Compensation Fund in Ireland exists for the protection of consumers. In the event that an insurer is unable to pay a claim, compensation may be available from this fund. You may obtain more information about the Insurance Compensation Fund by visiting the Central Bank of Ireland's website at [www.centralbank.ie](http://www.centralbank.ie).