

Commercial legal expenses insurance

British Association of Dental Nurses Policy Summary

The purpose of this Policy Summary is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. You should still read the full Policy Wording for a full description of the terms of the insurance, including definitions. This Policy Summary does not form part of the Terms and Conditions.

Insurance Provider

This insurance is underwritten by Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ and administered by Abbey Legal Protection, a trading division of Abbey Protection Group Limited.

Duration of contract

The Period of Insurance is for 12 months or as otherwise stated in your Policy Schedule and Indication.

Premium

The premium payable is as stated in your Policy Schedule and Indication.

Insurance Cover

This is a claims made insurance which covers claims notified within the Period of Insurance. The Insurance indemnifies you for legal costs in situations shown in the tables below.

Significant Benefits

The following tables set out the significant features, benefits, limitations and exclusions of the Commercial Legal Expenses Insurance. The Insurance is split into Sections of Cover.

Significant Features

Indemnity Limits	<ul style="list-style-type: none"> – £50,000 any one claim – £100,000 in the aggregate 	Schedule/ Indication
Territorial Limits	<ul style="list-style-type: none"> – The United Kingdom of Great Britain and Northern Ireland, the Channel Islands, the Isle of Man and UK Armed Forces bases Worldwide 	Schedule/ Indication
Excess	<ul style="list-style-type: none"> – Nil any one claim 	Schedule/ Indication
Increased Excess (For use of own Appointed Representative)	<ul style="list-style-type: none"> – £1,000 any one claim 	Schedule/ Indication

Policy Benefits	Section Exclusions
<p>Section A. Criminal Prosecution</p> <ul style="list-style-type: none"> - Defence of criminal prosecutions - Appeals against Improvement Notices under the Health and Safety at Work Act or the Food Safety Act 	<ul style="list-style-type: none"> - Arising from HMRC Investigations - Allegations of offences against the person or dishonesty - Allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences
<p>Section B. Fitness to Practise Representation</p> <ul style="list-style-type: none"> - Legal Expenses incurred in representing You before a General Dental Council Practise Committee hearing to defend allegations of impaired fitness to practise <ul style="list-style-type: none"> 1) providing a response to allegations or complaints made to the General Dental Council (including Interim Hearings) 2) in representing the Insured at a General Dental Council Committee provided that: <ul style="list-style-type: none"> i) the Coverholder has assisted the Insured in drafting and submitting any response to the General Dental Council ii) the General Dental Council has decided there is a case to answer 	<ul style="list-style-type: none"> - The examination, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient - Written or oral advice on or concerning the examination, condition, diagnosis, treatment (including prescribing of drugs or therapy) or care of an individual patient - Written or oral advice to or for the specific benefit of a recipient or court on or concerning clinical or medical or dental issues, without reference to an individual patient. - Where You have or ought to have professional indemnity insurance which does or would provide indemnity
	<p>General Exclusions</p> <ul style="list-style-type: none"> - Any claims where you do not have reasonable prospects of success in your legal/tax case. - Any costs incurred before we have consented to those costs being incurred - Defence of civil legal proceedings arising from injury, loss/destruction of property, breach of professional duty or tortious liability (other than as specified under Section B)

Advice

You will have free access to legal telephone advice services by calling the Abbey Legal Line.

Claims Handling and Claims Notification

Under all Sections of Cover where recourse is necessary to a lawyer and proceedings are issued you are free to choose your own lawyer or suitably qualified representative provided the proposed lawyer or suitably qualified representative is appropriate and their proposed charging rate is fair and reasonable with regard to the particular proceedings.

Initial notification of a claim must be made immediately by writing to:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ

Fax 0845 250 8863
E-mail claims@abbeylegal.com

Your right to cancel

If you are an individual acting for purposes outside your trade, business or profession, you have a right to change your mind and cancel your Policy within 14 days of insuring with us and receiving your policy documents, by writing to:

Trafalgar Risk Management
The Lloyd's Building
12 Leadenhall Street
London
EC3V 1LP

E-mail tradmin@trafalgar.uk.com

No charge will be made and any premium you have already paid will be refunded.

Your right to complain

If you are not satisfied with any aspect of our service or the insurance provided, you should contact us by writing to:

The Customer Services Manager
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ

Fax 0870 600 1481
E-mail complaints@abbeylegal.com

We will do our best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Helpline 0800 023 4567
Switchboard 020 7964 1000
Website www.financial-ombudsman.org.uk

Your right to compensation

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the Claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

Applicable Law

If there is a dispute between you and the Insurer, you and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England and Wales.

AbbeyLegal

Legal Protection Insurance

Abbey Legal Protection

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Abbey Legal Protection is a trading division of Abbey Protection Group Limited which is authorised and regulated by the Financial Conduct Authority in respect of insurance mediation activities only. Registered in England and Wales No. 4959808. VAT No. 245 7363 49 Registered office: 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Abbey Protection Group Limited.

CLEI/POLSUMM: 2014/01

