

Summary of cover

Therapists' Legal Expenses



FHT
Federation
of Holistic
Therapists

The UK and Ireland's largest
professional association



The purpose of this Policy Summary is to help You to 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 the definitions. This Policy Summary does not form part of the Terms and Conditions.

Insurance Provider

This insurance is underwritten by Brit Insurance Ltd – 55 Bishopsgate, London, EC2N 3AS 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.

Premium

The premium payable is as stated in Your Policy Schedule.

Insurance Cover

This is a claims made insurance which covers claims notified within the Period of Insurance. The Insurance indemnifies You for Legal Costs as shown in the Policy Benefit table below.

Significant Benefits and Exclusions

The following table sets out the significant features, benefits, limitations and exclusions of the Legal Expenses Insurance. The Insurance is split into “Sections of Cover”.

Indemnity Limits	<ul style="list-style-type: none"> • £25,000 any one claim any one claim • £250,000 In the Aggregate 	Schedule
Territorial Limits	The United Kingdom of Great Britain, Northern Ireland, the Channel Island and the Isle of Man	Schedule
Excess	<ul style="list-style-type: none"> • Nil 	Schedule
Increased Excess (For use of own Appointed Representative)	<ul style="list-style-type: none"> • Sections 1, 2, 4, 5 and 6 - £1,000 any one claim • Section 3 – Not applicable 	Schedule

Policy Benefits	Policy Exclusions	Policy Ref
<p>Criminal Prosecution Defence Defence of Criminal Prosecutions and appeals against Improvement and Prohibition notices under the Health & Safety at Work Act</p>	<ul style="list-style-type: none"> • Arising from HMRC investigations • Prosecutions for offences against the person (including offences of a sexual nature), any prosecution for criminal damage and any prosecution alleging dishonesty unless the insured's plea throughout the case is not guilty. • Allegations of speeding or driving or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences. 	Section A
<p>Fitness to Practice Panel Representation Defence against Legal Expenses incurred in representing You at a Fitness to Practice hearing conducted by a regulated body to which You belong.</p>	<ul style="list-style-type: none"> • any bodily injury, mental injury, illness, disease or death of any patient caused by any negligent act, error or omission committed by You; • negligence or breach of a duty of care; • the dishonesty of a director/employee or any self employed freelancers directly contracted to You or under Your supervision • libel or slander or a breach of confidentiality • the payment or non payment of membership subscriptions • where the maximum sanction would not result in the expulsion or suspension of membership 	Section B
<p>Taxation Expert representation for You in the event of an HMRC in-depth investigation</p>	<ul style="list-style-type: none"> • Technical or routine matters of Your affairs • Defence of criminal prosecutions • Investigations solely into earlier accounts or records • Preparation or correction of Self Assessment return • Investigations by the Special Civil Investigations or Criminal Investigations Office of HMRC 	Section C
<p>Data Protection Defence of claims arising out of an application or appeal under the Data Protection Act and payment of compensation awards made against You under the Act.</p>		Section D
<p>Property Disputes Pursuit or defence of claims over the possession of Your Property.</p>	<ul style="list-style-type: none"> • Payment or non payment of rent or service charge • Provided that all statutory and contractual notices have been served 	Section E
<p>Personal Injury Pursuit of claims for compensation following a personal injury – provided that You are represented by a Solicitor acting on a Conditional Fee Agreement or a Speculative Fee Agreement in Scotland.</p>		Section F

Advice

You will have free access to the Legal Line for UK legal advice covering: Commercial law, Employment Law, Health and Safety and Taxation advice.

Claims Handling and Claims Notification

All claims under section 3 will be handled by one of Abbey Legal Protection's consultants. Under all other Sections of Cover where recourse is necessary to a lawyer and proceedings are issued You are free to chose Your own representative subject to any Increased Excess.

Initial notification of a claim must be made immediately by writing to the **Claims Department at Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ.**

Your right to cancel

You may change your mind within 14 days of insuring by writing to the Federation of Holistic Therapists, requesting cancellation and returning the policy documents to Federation of Holistic Therapists, 18 Shakespeare Business Centre, Hathaway Close, Eastleigh, Hampshire S050 4SR. No charge will be made and any premium you have paid will be refunded.

Your right to complain

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

The Customer Services Manager, Abbey Legal Protection, Minorities House, 2-5 Minorities, London, EC3N 1BJ.

We will do our best to resolve your complaints but, if You are still not satisfied, and You have a turnover or income of less than £1m a year, You can refer Your complaint to the Financial Ombudsman who may be able to review Your case:

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Your right to compensation

If You have a turnover or income of less than £1m a year, You may be eligible for compensation from the Financial Services Compensation Scheme, should the Insurer not be able to meet their obligations.

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.