

Legal advice

examples for consumers

Everyone needs legal advice or help at some point, our policyholders have access to legal advice 24/7 for any personal legal matter, from problems with employment, to issues when buying goods or services or even help with a parking fine. These are a few examples of the kinds of things that we commonly get asked to help people with. If you need legal advice concerning a specific situation, please call the legal advice number shown inside your policy wording.

Managing Long-Term Absence

Our insured called us after suffering with ongoing health issues. Unfortunately, these health issues had led to considerable time away from the workplace and she had received an invitation to an absence review meeting. She was very anxious about what this meant and what her employer could do in relation to her absence. Our advisors were able to provide guidance to her on the typical process an employer would use in managing long term absence. We were able to prepare our insured for subsequent meetings that her employer may invite her to and inform her of their purpose and satisfy her that it would be usual to receive a request from an employee for consent to get a medical report from a GP or to make an occupational health referral.

Handling Property Boundary Disputes

Our insured had lived in her home for forty years. After new neighbours moved in, she began to experience difficulties with access to a passageway between the properties. In addition to this, the neighbours were arguing that the boundary between the properties was not in the correct place, and she was occupying some of their land. We discussed with our insured the rights of access she may have to the passageway and directed her to hers, and her neighbours' deeds to check any information relating to the placement of the boundary. Unfortunately, the deeds did not provide any more information and on a subsequent call, we recommended she consider whether mediation could assist the parties in reaching an agreement on the position of the boundary. The issues have now been resolved.

Understanding Witness Summons Process

Our insured was involved in a road traffic accident with a third party. The police charged the third party with dangerous driving and our insured received a summons to court. After she explained the document she received, we were able to confirm that it appeared to be a witness summons. Further, we advised her on the Magistrate's Court process, what was required of her and what expenses she would be able to claim.

Resolving Caravan Damp Issues

We recently spoke with an insured who had purchased a new caravan eighteen months ago. During its annual service, it was discovered that there were unacceptable levels of damp inside the caravan. We were able to discuss with him whether he had rights under the Consumer Rights Act 2015 that he could rely on. As well as the Consumer Rights Act 2015, we pointed him towards his warranty that provided additional rights allowing him to insist the dealer carried out the necessary remedial work.

Exercising Distance Selling Rights

Our insured purchased a tent from an online retailer. When it arrived, our insured changed his mind on the suitability of the

tent. The retailer told him that all sales were final.

We confirmed to our insured that the contract was considered a distance contract and as such, he had fourteen days from the day he received the tent to decide to cancel and notify the retailer, and a further fourteen days to send the goods back to them. When notifying the retailer of his right to cancel, he was also able to inform them the understood the law offered him the right to reimbursement without undue delay. He felt it was important to assert his rights due to the earlier misinformation relating to final sales. Our insured successfully received a prompt refund once the tent was returned.

Enforcing Image Licensing Rights

Our insured works as an artist. She was contacted by a national publication who were retrospectively asking for her permission to publish an image she had taken of one of her sculptures. Our insured was advised by us to invoice the publication for a license as they had already published the image she had taken. She was further advised by us to re-issue the invoice once it became apparent the size of the image, they had printed was much larger than the size they had ask for her permission for. Eventually the publication paid a license fee to her settling the matter.

