

# Commercial legal expenses

**Policy summary**

**Howden Insurance Brokers Limited**



The purpose of this summary is to help you understand your insurance policy. It sets out the significant features, benefits, limitations and exclusions but does not form part of your policy or contain the full terms of the policy, always refer to the policy wording.

**Insurance provider** - Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ

**Period of insurance** - 12 months or as otherwise stated in your policy schedule

**Premium** - As stated in your policy schedule

**Advice and online help** - You will have free access to legal, tax and stress counselling telephone advice services by calling the Markel advice line. You will also be able to register for the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP.

**Claims notifications** – This policy only covers claims notified to us within the period of insurance

**Claims handling and notification** – Where you have the legal right of freedom to choose, you may choose your own representative provided the representative is appropriate and their charging rate is fair and reasonable. Initial notification of a claim must be made either by writing to us or calling us using the number shown on your schedule: The Claims Department, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ, [LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)

**Cancellation** - The policyholder may cancel this policy within 14 days of insuring with us or receiving policy documents by writing to us, no charge will be made and any premium you have paid will be refunded. After this, the policyholder can write to us to cancel the policy if less than 75% of the period has expired and we will refund your premium less the time we have insured you for (plus 20% administration charge). All provided that you haven't made a claim.

**Your right to complain** - If you are not satisfied you should contact us by writing to: The Customer Services Manager, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ, [complaints@markel.com](mailto:complaints@markel.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, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Helpline: 0800 023 4567, Switchboard: 020 7964 1000, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform at <http://ec.europa.eu/odr>

**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.

**Disputes** – Any dispute between you and us will be decided by arbitration and subject to the law of England and Wales

<b>The most that we will pay any one claim</b>	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry, Court attendance costs - £1,000 All other Sections of cover - £50,000
<b>The most that we will pay per member for all claims in the period of insurance</b>	£50,000
<b>Territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man
<b>Excess any one claim</b>	<b>For our choice of representative</b> Tax protection (Aspect enquiry) - £1,000 All other Sections of cover - £0  <b>If you are able to choose your own representative (see wording for details)</b> Tax protection, (Aspect enquiry), (Current tax year enquiry), Court attendance costs – Not applicable All other Sections of cover – £1,000
<b>Reasonable prospects of success</b>	Your case must have at least a 51% chance of success, unless your claim is made under one of the following

	<p>sections:</p> <ul style="list-style-type: none"> <li>• Employment disputes - ACAS Early Conciliation</li> <li>• Employment disputes - Employment Tribunals response (ET3)</li> <li>• Employment disputes - Pre-hearing review/Employment status disputes</li> <li>• Criminal defence - Interview under caution</li> <li>• Court attendance costs</li> </ul> <p>If there is 50% or less chance of the above we will not provide cover</p>
<b>What is not covered by this policy?</b>	<ul style="list-style-type: none"> <li>• Any costs incurred before we have consented to those costs being incurred</li> <li>• Pre-existing circumstances</li> </ul>
<b>Policy benefits/sections of cover</b>	<b>Significant exclusions/limitations</b>
<p><b>Employment disputes</b> Cover for costs of representation in defence of an employment dispute at a/an:</p>	
<p><b>ACAS Early Conciliation</b> To take part in the process</p>	
<p><b>Employment Tribunal response (ET3)</b> To enter a response to a claim (ET1)</p>	
<p><b>Pre-hearing review/employment status disputes</b> To decide the employment status of a worker alleging to be an employee</p>	
<p><b>Employment Tribunal hearing</b> Preparation for the hearing or negotiating settlement</p> <p><b>County or High Court proceedings</b> Representation or negotiating a settlement</p>	<p><b>Employment Tribunal hearing / County or High Court proceedings only</b> We will not cover you if you have not followed either:</p> <ul style="list-style-type: none"> <li>• The advice of the Markel advice line at the following times: <ol style="list-style-type: none"> <li>1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee</li> <li>2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them</li> <li>3. When an employee resigns or walks out after expressing verbal or written dissatisfaction</li> </ol> </li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• The ACAS code of practice on disciplinary and grievance procedures where applicable</li> </ul>
<p><b>Employment compensation awards</b> Cover for basic and compensatory awards provided to you, currently have a claim accepted under <b>Employment Tribunal hearing:</b></p>	<p><b>All of Employment compensation awards</b> We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so</p>
<p><b>Awards of compensation</b> Compensation you are ordered to pay by a Tribunal</p>	
<p><b>Settlement of a dispute</b> Compensation agreed by us in settlement of a dispute</p>	

<p><b>Tribunal fees</b> Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement</p>	
<p><b>Property and landlord and tenant disputes</b></p>	
<p>We will cover costs to obtain damages or other legal remedy for:</p>	<p>We will not cover you for disputes:</p>
<p><b>Property disputes</b></p> <ul style="list-style-type: none"> <li>• Trespass on your property</li> <li>• Nuisance affecting your property</li> <li>• The defence of another's claimed right of way over your property</li> <li>• Your use of a right you have over another's property as recorded in your title documents</li> <li>• Pursuing another for physical damage to your property</li> </ul>	<p><b>Property disputes</b></p> <ul style="list-style-type: none"> <li>• Over a contract</li> <li>• Where another party's argument is that they own some or all of your property</li> <li>• Where rights have arisen through your use or occupation over a length of time</li> </ul>
<p><b>Disputes with your landlord</b></p> <ul style="list-style-type: none"> <li>• Your landlord's failure to maintain or repair your property as required by your lease or tenancy</li> <li>• An allegation by your landlord that you failed to maintain or repair property as required by your lease or tenancy</li> <li>• The defence of a demand for dilapidations at the expiry of your lease or tenancy</li> <li>• The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property</li> </ul>	<p><b>Disputes with your landlord</b> Arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property</p>
<p><b>Disputes with your tenant</b></p> <ul style="list-style-type: none"> <li>• Your tenant's failure to maintain or repair your property as required by your lease or tenancy</li> <li>• An allegation by your tenant that you failed to maintain or repair property as required by your lease or tenancy</li> <li>• Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy</li> </ul>	<p><b>Disputes with your tenant</b> Over dilapidations unless you have served a notice of dilapidations to your tenant and you have an independent expert valuation of the dilapidations</p>
<p><b>Eviction</b> The eviction of your tenant, employee/ex-employee following the expiry of the tenancy or licence granted for the use of property</p>	<p><b>Eviction</b> Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property</p>
	<p><b>All of Property and landlord and tenant disputes</b></p> <ul style="list-style-type: none"> <li>• Over a contract unless it is a tenancy, licence or leasehold agreement</li> <li>• Where you will not suffer a financial loss or a reduction in property value</li> <li>• Where you have not made a claim under a more suitable insurance policy</li> <li>• Over planning or building decisions or compulsory purchase orders or works under the order of any government authority</li> <li>• Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property</li> <li>• Caused by seepage, pollution or contamination of any kind</li> </ul>
<p><b>Criminal defence</b> We will cover costs for your: _</p>	<p>We will not cover claims:</p>
<p><b>Interview under caution</b> Representation (including written submissions) at an interview under caution</p>	<p><b>Interview under caution</b> Where you are required by the Police to immediately attend an interview under caution at a Police station</p>

<p><b>Prosecution defence</b> Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence</p>	<p><b>Prosecution defence</b></p> <ul style="list-style-type: none"> <li>• Involving a motoring offence, an assault or a sexual offence, fraud, dishonesty, criminal damage or tax proceedings</li> <li>• For your employee, director or a partner of your business if charged under the Corporate Manslaughter or Corporate Homicide Act 2007</li> <li>• Caused by seepage, pollution or contamination of any kind</li> </ul>
<p><b>Motor offences</b></p> <ul style="list-style-type: none"> <li>• Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by your director or a business partner to carry out essential business activities</li> <li>• Defence of a criminal prosecution for tachograph or weight offences</li> </ul>	<p><b>Motor offences</b> If there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electronic equipment</p>
<p><b>Tax protection</b> Cover for costs in representing you before HMRC in respect of a/an:</p>	<p><b>All of Tax protection</b> We will not cover enquiries where:</p> <ul style="list-style-type: none"> <li>• There is not a reasonable prospect of reducing the liabilities alleged by HMRC</li> <li>• You have missed a tax deadline or wholly provisional figures are used</li> <li>• There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution</li> <li>• National minimum wage or living wage are alleged not to have been paid</li> </ul>
<p><b>Aspect enquiry</b> HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return</p>	
<p><b>Full enquiry</b> HMRC formal notice to examine all your financial records of income and corporation tax</p>	
<p><b>National Insurance and PAYE disputes</b> HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit</p>	
<p><b>Current tax year enquiry</b> Schedule 36 inspection of business records, assets and premises</p>	
<p><b>VAT disputes</b> Alleged failure to pay VAT</p>	
<p><b>Regulatory compliance</b> We will cover you for costs (or Compensation for Section of cover: Data protection compensation) for a/an:</p>	<p>We will not cover you for:</p>
<p><b>Enforcement notices</b> Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency</p>	
<p><b>Data protection defence</b> Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)</p>	
<p><b>Data protection compensation</b> Compensation as a result of holding, losing or unauthorised disclosure of data</p>	<p><b>Data protection compensation</b> The party you are in dispute with has not suffered a specific financial loss</p>
<p><b>Court attendance costs</b> We agree to pay:</p>	<p>We will not cover you for:</p>
<p><b>Jury service</b> The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court</p>	
<p><b>Witness attendance allowance</b> The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy</p>	<p><b>Witness attendance allowance</b></p> <ul style="list-style-type: none"> <li>• Expert witnesses</li> <li>• Salaries or wages</li> <li>• Costs which could be claimed from a prosecuting authority</li> </ul>

<p><b>Employee extra protection</b> We agree to pay costs:</p>	<p>We will not cover claims:</p>
<p><b>Pension trustee defence</b> To defend directors / partners in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of employees</p>	
<p><b>Wrongful arrest</b> To defend civil legal proceedings against your employee/ directors/partners in respect of allegations of detaining someone against their will</p>	<p><b>Wrongful arrest</b> Where allegations were made by a worker/ex-worker</p>
<p><b>Personal injury</b> For your employee/directors/partners to pursue a damages claim for physical bodily injury suffered whilst carrying out the business activity which was caused by the act of another party</p>	<p><b>Personal injury</b></p> <ul style="list-style-type: none"> <li>• Where the legal case is or may be against you</li> <li>• Injuries suffered on your property</li> </ul>

**Markel Legal Expenses Insurance**

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