

**LEXELLE**  
**FAMILY LEGAL EXPENSES INSURANCE**  
**MASTER CERTIFICATE NUMBER FAM / 04 / 2016**



This Family Legal Expenses Insurance policy has been arranged by Lexelle Limited, with UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Lexelle Limited and UK General Insurance Limited are regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting 0800 111 6768.

A **Free Legal Advice** line is offered through Lexelle Limited, so for advice on employment issues or accidents at work please telephone **0800 953 1216** quoting: Master Certificate Number FAM / 04 / 2016

This is a "claims made" Insurance policy and only covers claims notified by the **Insured** within the **Period Of Cover**. In return for the payment by the **Insured** of the premium payable for this policy of insurance **We** will provide before the event legal expenses insurance on the terms set out below:

**1. Definitions**

<b>Authorised Representative (s)</b>	A solicitor, counsel, claims handler or mediator or other appropriately qualified person appointed and approved by <b>Us</b> under the terms and conditions of this policy to represent <b>Your</b> or an <b>Insured persons</b> interests
<b>Civil claim</b>	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made
<b>Computer Virus</b>	Means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer virus includes but is not limited to '@trojan Horses', 'worms' and 'time or logic bombs.'
<b>Condition</b>	An obligation which <b>You</b> must perform. If a <b>Condition</b> is not performed by <b>You We</b> will not be under any liability to pay <b>You</b> anything under the terms of this policy
<b>Defendant's costs</b>	Legal costs and expenses the <b>Insured</b> or <b>Insured person</b> may become liable to pay to another party in making a <b>Civil claim</b> covered by this policy against that other party
<b>Electronic Data</b>	Facts concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of such equipment.
<b>Free Legal Advice</b>	Initial advice over the telephone as to whether or not <b>You</b> have <b>Reasonable prospects of success</b> in respect of an accident or employment issue. Limited to two inbound telephone calls of a total duration not lasting more than 15 minutes
<b>Insured (s)</b>	The person named in the schedule to this policy
<b>Insurer, We, Our, Us</b>	UK General Insurance Limited on behalf of Great Lakes Reinsurance (UK) SE
<b>Insured person (s)</b>	Any person residing with the <b>Insured</b> as a permanent member of the <b>Insured's</b> family at the <b>Insured's only or principal home</b>
<b>Insured's only or principal home</b>	The property identified as the <b>Insured's only or principal home</b> in the schedule to this policy or any other property which <b>We</b> may, after receiving a written request from the <b>Insured</b> , accept in substitution for that property
<b>Legal advice</b>	Advice given by an <b>Authorised Representative</b>
<b>Legal proceedings</b>	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland
<b>Maximum amount</b>	The total amount stated in the schedule to this policy that <b>We</b> will be liable to pay in aggregate for <b>Professional Fees</b> and <b>Defendant's costs</b> for any and, if more than one, all claims made under this policy
<b>Period of cover</b>	The period stated in the schedule to this policy
<b>Professional Fees</b>	Legal fees and costs reasonably and properly incurred by the <b>Authorised Representative</b> , with <b>Our</b> prior written authority including costs incurred by another party for which <b>You</b> are made liable by Court Order, or may pay with <b>Our</b> consent in pursuit of <b>Your claim</b> . This includes disbursements as long as these are in respect of services supplied by a third party, that

	the services are distinct and separate from the services supplied by the <b>Authorised Representative</b> and that <b>Our</b> prior permission has been obtained prior to incurring any disbursement cost in excess of £500 including VAT.
<b>Reasonable prospect of success</b>	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party
<b>Small claim (s)</b>	A claim for damages or compensation which is or may if <b>Legal proceedings</b> are issued be allocated to the <b>Small claims</b> jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland
<b>You, Your</b>	The person named as the <b>Insured</b> in the schedule to this policy or an <b>Insured person</b>
<b>Your claim</b>	A claim by <b>You</b> falling within the Cover section 2 below

**2. Cover**

**2.1. Free legal Advice**

Simply telephone **0800 953 1216** quoting Master Certificate Number FAM / 04 / 2016 for **Free Legal Advice** on employment issues or accidents at work

Save as excluded below **We** will pay as follows: -

**2.2. Bodily Injury arising out of an Accident at work affecting members of the Family**

**Professional Fees** of any **Civil claim** for damages or compensation against **your** employer in respect of death or bodily injury sustained by **You** in the course of **Your** employment within the United Kingdom of Great Britain and Northern Ireland, where **Your** cause of action occurred during the **Period of cover** stated in the schedule to this policy

**The Defendant's costs** of any claim covered under paragraph 2.2 above which **You** may become liable to pay

**2.3. Employment Disputes**

**Up** to £5,000 for **Professional Fees** for **Us** to negotiate for **Your** legal rights concerning a claim by **You** against **Your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **Your** employer falling within the jurisdiction of an Employment Tribunal between the date of the act complained of, up and until, but not including, the issue of the ET1 (Employment Tribunal Claim Form)

**What is not covered**

The first £250 of **Professional Fees** incurred in employment disputes

The issue of an ET1 (Employment Tribunal Claim Form), or the fees associated with lodging a claim with an Employment Tribunal or Employment Appeal Tribunal .

Any advice, costs or representation following the issue of an ET1 (Employment Tribunal Claim Form)

**2.4. Tax Protection**

**We** will negotiate on the **Insured person's** behalf and represent the **Insured person** in any appeal proceedings in respect of a full enquiry by the Inland Revenue into the **Insured person's** tax affairs, if the full enquiry resulted from the **Insured person's** work as an employee

**2.5. Jury Service**

**We** will pay the **Insured person's** salary or wages for the time that the **Insured person** is off work whilst attending jury service for half or whole day of such attendance as far as they are not legally recoverable from the court or the **Insured person's** employer

The amount **We** will pay is based on the following: -

- 2.5.1. The time the **Insured person** is off work, including the time it takes to travel to and from the court. **We** will work out to the nearest half day, assuming that a whole day is eight hours
- 2.5.2. If the **Insured person** works full time the salary or wages for each whole day equals 1/250<sup>th</sup> of the **Insured person's** salary or wages
- 2.5.3. If the **Insured person** works part time the salary or wages will be based on the last six months average earnings or on the period the **Insured** has worked part time, whichever period is less, and be subject to the production of the **Insured Person's** salary or wage slips
- 2.5.4. In any event we will not pay more than £100 a day or £1,000 in total for any one claim.

## 2.6. Contract Disputes

We will negotiate for the **Insured person's** legal rights in a contractual dispute arising from an agreement or an alleged agreement, which the **Insured person** has entered into for: -

- 2.6.1. The buying or hiring in of any goods or services; or
- 2.6.2. The selling of any goods

Provided that: -

- 2.6.3. The **Insured person** has entered into the agreement or alleged agreement during the **Period of cover**; and
- 2.6.4. The amount in dispute is more than £100

### What is not covered

Any claim relating to the following: -

- 2.6.5. A contract regarding an **Insured persons** profession, business or employment; or
- 2.6.6. A lease, licence or tenancy of land or buildings; or
- 2.6.7. A dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement; or
- 2.6.8. Construction work on any land, or designing, converting or extending any building; or
- 2.6.9. A contract involving a motor vehicle; or
- 2.6.10. The settlement payable under an insurance policy

## 2.7. Property Protection

We will negotiate for the **Insured person's** legal rights in a civil action relating to material property (including **Your** principle home), which is owned by the **Insured person**, or for which the **Insured person** is responsible, following: -

- 2.7.1. An event which causes, or could cause, physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2.7.2. Any nuisance or trespass

### What is not covered

Any claim relating to the following: -

- 2.7.3. A contract entered into by an **Insured person**; or
- 2.7.4. Any building or land other than the principle home; or
- 2.7.5. Someone legally taking an **Insured persons** material property from them, whether the **Insured person** is offered money or not, or restrictions or controls placed on an **Insured persons material property** by any government or public or local authority unless the claim is for accidental physical damage; or
- 2.7.6. Work done by any government or public or local authority unless the claim is for accidental physical damage; or
- 2.7.7. A motor vehicle owned or used by **You**, or hired or leased to an **Insured person**; or
- 2.7.8. Mining subsidence; or
- 2.7.9. Boundary Disputes; or
- 2.7.10. Defending any claim under Cover section 2.7.1, but defending a counter claim is covered; or
- 2.7.11. The first £250 of any claim for nuisance or trespass. This is payable as soon as **We** accept the claim

## 3. What is not covered on this policy

We will not pay: -

### Professional Fees and/or Defendant's costs

- 3.1. Of a **Small claim**
- 3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance
- 3.3. Which would if this policy were not in force be covered by another policy of insurance
- 3.4. In respect of any matter that was not caused by a specific or sudden incident/event
- 3.5. Incurred before **We** have received a claim form from **You**
- 3.6. In aggregate in excess of the **Maximum amount**
- 3.7. Where **Your claim** does not have a **Reasonable prospect of success**
- 3.8. Incurred after **You** or **We** have received **Legal advice** to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** or **Legal advice** not to pursue or continue to pursue **Your claim** by **Legal proceedings**
- 3.9. Incurred after **We** have told **You** that **We** consider **Your claim** should be pursued by means other than by **Legal proceedings**

3.10. Of any appeal made without **Our** consent in writing

3.11. Of any appeal incurred after **You** have received **Legal advice** that the appeal does not have a **Reasonable prospect of success**

3.12. Where **You** have failed to comply with a **Condition** of this policy

3.13. Where the **Authorised Representative** instructed to act on **Your** behalf refuse to continue to act on **Your** behalf or represent **You**

3.14. Where **You** without a good reason instruct the **Authorised Representative** instructed to act on **Your** behalf to cease acting on **Your** behalf or representing **You**

3.15. For claims which arise from a criminal act or omission

3.16. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action

3.17. For any insured incidents which;

- occurred outside the United Kingdom of Great Britain and Northern Ireland
- did not occur during the **Period of cover** stated in the schedule to this policy

3.18. For any claims caused by, contributed to by or arising from:

- Ionising radiation or contamination by radioactivity from any radiated nuclear fuel or from any nuclear waste from combustion of nuclear fuel;
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof;
- Terrorism, war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution insurrection, military force or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority;
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed
- notwithstanding any provision to the contrary within this policy or endorsement thereto, it is understood that, this policy does not insure loss, damage, destruction, distortion, erasure, corruption alteration of **Electronic Data** fro any cause whatsoever (including but not limited to **Computer Virus**) nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss

3.19. Any sum **You** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings

3.20. Prosecutions which allege dishonesty or violence

3.21. Claims against Lexelle Limited or the **Insurer**

3.22. If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent or exaggerated, then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

## 4. Conditions

**You** must comply with the following obligations each of which is a **Condition** of this policy

- 4.1. Ensure that **We** receive notification of any event which may give rise to any claim under this policy as soon as possible
- 4.2. Ensure that **We** receive a claim form for any claim under this policy not later than 180 days after the event giving rise to **Your claim**
- 4.3. Provide any information requested by **Us** or the **Authorised Representative** instructed on **Your** behalf as soon as possible
- 4.4. Take steps where possible to minimise **Professional Fees** or **Defendant's costs** which **We** may be liable to pay under the terms of this policy
- 4.5. Ensure that the **Authorised Representative** instructed on **Your** behalf fulfils the **Authorised Representative** obligations set out below
- 4.6. Ensure any claim **You** make is an honest claim and not one which is false or fraudulent
- 4.7. Ensure that **Your claim** is not prejudiced by any action or inaction on **Your** part

## 5. Claims

UK General Insurance Limited is an insurers' agent and in the matters of a claim act on behalf of Great Lakes Reinsurance (UK) SE

For advice on employment issues or accidents at work please telephone **0800 953 1216** quoting Master Certificate Number FAM / 04 / 2016

In the performance of **Our** obligation to pay **You** under the terms of this policy

5.1. **You** must supply **Us** with a completed claim form containing a complete and truthful report of the facts giving rise to **Your claim**, details of any potential witnesses, any documentary evidence in support of **Your claim** and details of any policy of insurance covering any person against whom **You** wish to pursue **Your claim**. **You** may obtain a claim form by telephone on 0800 953 1216

5.2. **We** will make a preliminary assessment of the merits of **Your claim**. If **We** decide that **Your claim** appears to have a **Reasonable prospect of success** **We** will appoint an **Authorised Representative** selected by **Us** to act on **Your** behalf in **Your claim**

5.3. If **We**

- consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or
- decide **Your claim** does not appear to have a **Reasonable prospect of success**; then

**We** will tell **You** in writing. If **You** accept **Our** advice, **Your** entitlement to payment from **Us** under this policy for that claim is at an end and **We** will be discharged from any liability to **You** in respect of that claim

5.4. If **You** do not accept **Our** advice **We** will instruct an **Authorised Representative** selected by **Us** to advise **You** and **Us** whether **Your claim** has a **Reasonable prospect of success**. If the **Authorised Representative** instructed advises that there is no **Reasonable prospect of success** in **Your claim** **We** will not be liable to pay **You** anything under the terms of this policy for that claim. If the **Authorised Representative** instructed advise that there is a **Reasonable prospect of success** **We** will appoint the **Authorised Representative** to act on **Your** behalf in the pursuit of **Your claim**

5.5. When **We** appoint an **Authorised Representative** to act on **Your** behalf **We** will tell **You** in writing. The **Authorised Representative** **We** have appointed will require **You** to enter into an agreement with them under which they will act on **Your** behalf

5.6. **We** will take over and conduct in **Your** name any **Civil claim** for damages or compensation in respect of a valid claim covered under the terms of this policy. The **Authorised Representative** nominated and appointed by **Us** will act on **Your** behalf and **You** must accept **Our** nomination. This does not affect **Your** legal rights at the point of or during legal proceedings.

5.7. If

- the **Authorised Representative** instructed to act on **Your** behalf refuses to continue to act on **Your** behalf; or
- **You** without a good reason instruct the **Authorised Representative** to cease acting on **Your** behalf; then

**We** will not pay **You** anything under the terms of this policy and **Our** liability under this policy for that claim shall cease forthwith

5.8. **We** may appoint another **Authorised Representative** to act on **Your** behalf or permit **You** to instruct another **Authorised Representative** to act on **Your** behalf if **We** consider that it is fair to do so

5.9. Where an **Authorised Representative** is appointed to act on **Your** behalf by **Us** **We** appoint them in the performance of **Our** obligations under the terms of this policy and not as an agent for **You**

5.10. Where an **Authorised Representative** is instructed to act on **Your** behalf **You** and **We** will require them to comply with the **Authorised Representatives** obligations set out below

5.11. **We** may require counsel to advise whether in all the circumstances of **Your claim**, including the commercial merits of **Your claim**, a proposal, Part 36 offer or Part 36 payment made in settlement of **Your claim** should be accepted or whether **Your claim** should be pursued or continue to be pursued by **Legal proceedings**

5.12. If **We** consider that **Your claim** should be pursued by some means other than by **Legal proceedings** **We** will tell **You** in writing

## 6. Authorised Representatives obligations

**Your Authorised Representative** must

6.1. Provide **You** and **Us** with a reasoned assessment in writing of the prospects of success in **Your claim** and an estimate of the likely costs of pursuing **Your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **Your** behalf

6.2. Notify **You** and **Us** immediately in writing of any proposal made in settlement of **Your claim** or any Part 36 offer or Part 36 payment made in respect of **Your claim** together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted

6.3. Notify **You** and **Us** immediately in writing of any change in their assessment of the prospects of success in **Your claim**

6.4. Provide **Us** with such information as **We** may require from time to time about the progress of **Your claim**

6.5. Provide **Us** with a written report at 6 monthly intervals from the date instructions to act on **Your behalf** were accepted by them, as to the progress of **Your claim** and any change in the prospects of success in **Your claim** or the likely cost of pursuing **Your claim**

6.6. Deal with **Your claim** in such manner as **We** require from time to time

6.7. Obtain **Our** consent in writing before undertaking any of the following;

- issuing **Legal proceedings** on **Your** behalf
- instructing counsel, leading counsel or an expert witness on **Your** behalf
- making an appeal against any order of the court made in **Legal proceedings** issued on **Your** behalf
- withdrawing, discontinuing or settling **Your claim** in a way which may give rise to a liability on **our** part to pay **Defendant's costs** under this policy
- entering into any agreement as to the amount of or liability to pay **Defendant's costs**
- entering into any form of alternative dispute resolution
- incurring any disbursement likely to exceed £500 or more (exclusive of Vat)

6.8. Use their best endeavours to obtain payment of **Professional Fees** or **Defendant's costs** from any other party who may be liable to pay those costs

6.9. Repay to **Us** any costs **We** have paid in the pursuit of **Your claim** which may be recovered from any other party

6.10. If required to do so by **Us**, procure an assessment by the court or an appropriate professional body of the amount properly payable to the **Authorised Representative** for **Professional Fees**

## 7. Cancellation

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to Lexelle Ltd, within 14 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the policy at anytime, however, no refund of premium will be available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the **Insured** at their last known address. Provided the premium has been paid in full the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

This policy is not transferable.

## 8. General

8.1. **You** will at all times co-operate with **Us** and with the **Authorised Representative** instructed on **Your** behalf

8.2. Any dispute between **You** and **Us** which **We** cannot resolve between **Us** shall be determined by an arbitration by an arbitrator appointed by **You** and by **Us** together. If **We** cannot agree on the arbitrator to be appointed **You** or **We** can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party

8.3. The rights and obligations of an **Insured person** under this policy of insurance shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999

8.4. Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

## 9. Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to supply accurate and complete answers to all the questions in the declaration and to make sure that all information supplied is true and correct. **You** must tell **us** of any changes to the answers **you** have given as soon as possible. Failure to advise **us** of a change to **your** answers may mean that **your** policy is invalid and that it does not operate in the event of a claim

## 10. Complaints Procedure

It is the intention to give *You* the best possible service but if *You* do have any questions, concerns or complaint about the handling of this insurance or the handling of a *Claim* *You* should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD. Tel 0114 249 3300 Fax 0114 249 3323.

Please ensure *Your* policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9GE. Tel 0300 123 9 123.

The above complaints procedure is in addition to *Your* statutory rights as a consumer. For further information about *Your* statutory rights contact *Your* local authority Trading Standards Service or Citizens Advice Bureau.

## 11. Compensation Scheme

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## 12. Data Protection Act 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area