

Commercial legal expenses

Policy wording

Ellis Whittam

Welcome

Welcome and thank you for choosing to buy your Commercial legal policy from Markel Legal Expenses Insurance. This document, the schedule and any endorsements all form your policy and set out the terms and conditions of the agreement between us.

We understand you may be very busy, but we strongly suggest that you read the whole of this agreement. At the very least, please make sure you read:

- 1) The remainder of the **Welcome** pages
- 2) The **Important information** section
- 3) The policy summary
- 4) The policy schedule

How to contact us about your insurance policy

1) To make a claim

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact Ellis Whittam as soon as possible, providing your policy number and brief details of the circumstances.

The contact details are:

Ellis Whittam Ltd
Woodhouse
Aldford
Chester
Cheshire
CH3 6JD

Tel: 0345 226 8393
Fax: 0345 226 8384

Ellis Whittam will then notify us on your behalf, of such cause, event or circumstance and seek our consent and acceptance to any claim or potential claim under this policy.

A claim form will be sent to you for completion and this must be returned without delay.

2) To make a complaint

If you are not satisfied with any part of our service then you should contact us using the details in **Important information – How to make a complaint** and we will do our best to resolve the problem.

3) To talk to us about your policy

If you need any help to fully understand what is covered under this Business Legal policy please contact Ellis Whittam Ltd using the details above or let us know by contacting us on:

0345 350 1099

LEIunderwritersuk@markel.com

How to contact us for advice

1) For advice

Your policy provides access to the Ellis Whittam Advisory Service 24/7 year round telephone advice line. This service provides advice on employment and Health and Safety matters in the UK.

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

Special or unusual conditions and terms of this policy

The policy comes with some important conditions and terms that you need to be aware of:

1) Prospects of success

We will make our decision on whether to cover your claim based on a legal opinion from your representative (and any professional advice we regard necessary) on whether your claim has at least a 51% chance of:

- Successfully pursuing your case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against you
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution
- Successfully appealing the decision of the relevant authority
- You not being suspended and of you retaining your registration or accreditation

If there is 50% or less chance of the above we will not provide cover.

2) Employment disputes

To maximise your chances of having reasonable prospects of success in employment disputes you must call the legal advice line number shown in your policy schedule at the following times and follow their advice:

1. Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment
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
3. When an employee resigns or walks out after expressing verbal or written dissatisfaction

Where advice is provided to achieve your required aims which aren't compliant with employment law and/or best practice, Ellis Whittam will make it clear to you that you will not be able to make a claim in respect of any matter arising from those circumstances (and that advice will be clearly recorded)

3) Defined terms

Some of the words in your policy have a specific meaning and we have highlighted these to you by showing them in **bold** print. Please see the **Defined terms** section at the end of this policy to see what these words mean.

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Your insurance policy

This is the agreement between **you** and **us**

Things we will do

We will provide the cover as written in this **policy** for:

- Disputes under the **Sections of cover** shown as insured in **your policy** schedule
- **Costs** and **compensation** subject to the **excesses** and the limits shown in **your policy** schedule
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your** business description as stated in **your policy** schedule
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule

Things you must do

You must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

You must:

- Pay the premium for **your policy**
- Provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- Tell **us** as soon as possible if there is a change in **your** circumstances such as:
 - any change of ownership of **your** business
 - if **your** business is involved in a merger or the acquisition of another business
 - any change in **your** business description
- Take all reasonable steps to avoid and prevent, legal proceedings and disputes
- Minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- Follow the **claims conditions** of this **policy**

If **you** do not meet **your** part of the agreement **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with

Sections of cover

Employment	
Employment disputes	
What is covered?	What is not covered?
<p>We will cover costs you incur in the defence of an employment dispute between you and your employee, ex-employee, interviewee/applicant to become an employee over their contract of employment or over employment law or with a worker that alleges to be an employee at the following stages:</p>	<p>We will not cover claims where:</p> <p>You have not followed the advice of Ellis Whittam at the following times:</p> <ol style="list-style-type: none"> 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 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 3. When an employee resigns or walks out after expressing verbal or written dissatisfaction <p>Where advice is provided to achieve your required aims which aren't compliant with employment law and/or best practice, Ellis Whittam will make it clear to you that you will not be able to make a claim in respect of any matter arising from those circumstances (and that advice will be clearly recorded)</p>
<p>Employment Tribunals response (ET3)</p> <p>Setting out your initial response to a claim (ET1) against you at an Employment Tribunal</p>	
<p>Pre-hearing review/Employment status disputes</p> <p>Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an employee</p>	
<p>Employment Tribunal hearing</p> <p>Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at an employment tribunal hearing or negotiating a settlement with them</p>	
<p>County or High Court proceedings</p> <p>Preparing for and representing you in a dispute with your employee, ex-employee or interviewee/applicant to become an employee at the County Court or the High Court or negotiating a settlement with them</p>	
<p>What you need to know</p> <p>A dispute with a worker alleging to be an employee is only covered under Sections of cover: Employment Tribunals response (ET3) and Pre-hearing review/Employment status disputes. It will not be covered under Sections of cover: Employment Tribunal hearing and County or High Court proceedings.</p>	

Employment compensation awards

What is covered?	What is not covered?
<p>We will pay compensation provided that at the time of a claim under this section you have an accepted claim under Section of cover: Employment Tribunal hearing</p>	<p>We will not cover claims where:</p>
<p>Awards of compensation</p> <p>Compensation you are ordered to pay by a Tribunal</p>	<p>All of Employment compensation awards</p> <p>The Tribunal ordered you to reinstate an employee and you failed to do so</p>
<p>Settlement of a dispute</p> <p>An amount agreed by us in settlement of a dispute</p>	
<p>Tribunal fees</p> <p>Any Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement that you have entered into with our consent</p>	
<p>What you need to know</p> <p>We won't pay contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations</p>	

Restrictive covenant cover

What is covered?	What is not covered?
<p>We agree to pay costs to pursue your employee or ex-employee for their breach of a restrictive covenant which is causing or will cause you financial loss</p>	<p>We will not cover claims where:</p> <ol style="list-style-type: none"> 1. The restriction you are trying to enforce lasts longer than 12 months 2. The restrictions were not written into the employee's or ex-employee's signed employment contract

Employee extra protection

What is covered?	What is not covered?
<p>We agree to pay costs:</p>	<p>We will not cover claims where:</p>
<p>Pension trustee defence</p> <p>To defend directors and/or partners in your business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of your employees</p>	
<p>Wrongful arrest</p> <p>To defend civil legal proceedings against your employee including directors and/or partners in your business in respect of allegations of detaining somebody against their will</p>	<p>Wrongful arrest</p> <p>The allegations were made by a worker or ex-worker of yours</p>

Health and Safety

Health and Safety investigation cover

What is covered?

We will pay for your costs:

Early representation and fees for intervention

For representation (including written submissions) and fees charged by the Health and Safety Executive (HSE) if they have helped **you** in resolving breaches of health and safety law

What is not covered?

We will not cover claims where:

1. **Ellis Whittam** has not carried out a full Health and Safety general risk assessment within three months of the start of this **policy**
2. **You** have not acted on any recommendations identified by **Ellis Whittam** within a reasonable amount of time
3. **You** have not completed any recommendations identified by **Ellis Whittam** within 6 months
4. **You** have not complied with any request made by the Health and Safety Executive within any timescales set out
5. **You** do not have an approved Health and Safety strategy in place
6. **You** have not carried out risk assessments at reasonable intervals
7. **You** do not have appropriate liability insurance in place

Health and Safety defence

What is covered?

We will pay costs for **you**:

Interview under caution

Representation (including written submissions) at an interview under caution by the Health and Safety Executive

Health and Safety defence

Defence of a criminal prosecution once **you** receive a summons from the Health and Safety Executive accusing **you** of a criminal offence

What is not covered?

We will not cover claims:

Interview under caution

Where **you** are required by the Police to immediately attend an interview under caution at a Police Station

Health and Safety defence

1. Where **you** are alleged to have committed:
 - a. a motoring offence
 - b. an assault or sexual offence
 - c. fraud, dishonesty or criminal damage
2. Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act
3. For **your employee**, director or a partner of **your** business if **you** are charged under the Corporate Manslaughter or Corporate Homicide Act 2007
4. Where there is an allegation **you** are responsible for damage or loss caused by seepage, pollution or contamination of any kind

What you need to know

We won't pay any costs or fines that you are ordered to pay by a criminal Court

Regulatory compliance

What is covered?

We will pay **costs** for **your**:

Enforcement notices

Appeal against an improvement, prohibition or suspension notice issued by the Health and Safety Executive or the Food Standards Agency

What is not covered?

We will not cover **claims** where:

Court attendance costs

What is covered?

We agree to pay:

Jury service

The amount of money per day **you** pay **your employee** (including a director or partner in **your** business) each day they attend jury service at a Court, less any recovery from the Court

Witness attendance allowance

The cost of **your employees** attending Court as witnesses on **your** behalf at the request of **your representative** provided that at the time of a **claim** under this **Section of cover** **you** have an accepted **claim** for this Court appearance under this **policy**

What is not covered?

We will not cover **claims** for:

Witness attendance allowance

1. Expert witnesses
2. Salaries or wages
3. Costs which could be claimed from a prosecuting authority

What is not covered by this policy?

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
 - a. injury or disease including psychiatric injury and stress
 - b. damage to or loss or destruction of property
 - c. an alleged breach of professional duty
2. **Costs** incurred without or in excess of **our** written consent
3. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
4. Any type of fine or other financial penalty imposed by a Court, Tribunal or regulatory or supervisory body or taxes, duties, interest or penalties imposed by HMRC
5. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order
6. Disputes or legal proceedings between any parties specified as **you** in the **policy** schedule or with any parent, subsidiary or associated company or partner (other than disputes under **Section of cover - Employment disputes and Section of cover - Employment compensation awards**)
7. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**
8. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
 - a. breach of confidentiality (other than disputes under **Section of cover – Restrictive covenants**)
 - b. passing off
 - c. defamation or malicious falsehood
 - d. the ownership or existence of any intellectual property rights (other than disputes under **Section of cover – Restrictive covenants**)
 - e. a judicial review
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
 - a. intentional wrongdoing
 - b. act or omission with negligent disregard as to its consequences
10. Any **costs** which **you** should or would have had to incur irrespective of any dispute
11. Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
12. The VAT element of **your claim** if **you** are registered for VAT
13. Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
14. Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

1. How and when to make a claim

Contact details for **Ellis Whittam** can be found in the **Welcome page** of this **policy**

We will only cover **claims** that **you** tell **Ellis Whittam** or **us** about during **your period of insurance**.

You must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute or legal proceedings.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

We will send **you** an insurance claim form that must be completed and returned as soon as possible.

2. When we will agree to cover your claim

Our consent

We will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **We** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- There are **reasonable prospects of success**, other than **Sections of cover**:
 - **Employment disputes - Employment Tribunals response (ET3)**
 - **Employment disputes - Pre-hearing review/ Employment status disputes**
 - **Pre-prosecution cover**
 - **Health and Safety defence - Interview under caution**
 - **Court attendance costs**

If during the course of **your claim you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

We will make **our** decision on whether to cover **your claim** based on:

- A fully completed insurance claim form
- The information and documentation **we** reasonably request
- A legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** and **compensation we** have paid.

Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from Counsel at **your** expense to satisfy us that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that

opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

Claims rejected due to a lack of reasonable prospects of success

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process) and were successful
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

3. Settlements

You must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- Take into account the prospects of the case and likely future **costs** and/or **compensation**
- Try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you** **costs** and/or **compensation** **we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- The damages **you** are likely to be awarded by a Court or Tribunal or
- The amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Sections of cover - Employment disputes and Employment compensation awards** of this **policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

4. Co-operation

You must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your claim**.

5. Recovery of costs

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

6. Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a Court or Tribunal or to a costs lawyer of **our** choice.

You are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** or **compensation** subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs** or **compensation** directly if **we** choose to do so.

7. Appeals

If **you** wish to appeal against the judgment or decision of a Court or Tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- The grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8. Instruction and choice of your representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

We will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

You will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

You must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim** **your representative** wishes to instruct Counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

Important information

Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

Dual insurance

If any **claims** covered under this **policy** are also covered by another policy, or would have been covered if this **policy** did not exist, **we** will only pay **our** share of the **claim** even if the other insurer refuses the claim.

Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel International Insurance Company Limited are covered by the financial services compensation scheme (FSCS). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below

We will write to **you** or **your** insurance broker if **we**:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

Cancellation

Cancellation requests must be made to **Ellis Whittam**:

Ellis Whittam Ltd
Woodhouse
Aldford
Chester
Cheshire
CH3 6JD

You can write to **Ellis Whittam** to cancel the **policy** if less than 14 days of the **policy** have expired and **we** will refund **your** premium in full provided that **you** have not notified or made a **claim** under the **policy**.

You can write to **us** to cancel the **policy** and **we** will refund **your** premium less the time **we** have insured **you** for.

The **policy** may be cancelled by **us** at any time, if **we** choose to do this we will give **you** 30 days' notice in writing and **we** will refund **your** premium less the time we have insured **you** for. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- If **you** have not paid the premium
- A change in risk which means that **we** can no longer provide **you** with this cover
- If **you** do not supply any information or documentation that **we** have asked for
- Threatening or abusive behaviour or the use of threatening or abusive language

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the Court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **compensation** will be automatically withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

The premium will be recalculated based on the time **we** have insured **you** for.

No return of premium will be allowed if **you** have notified or made a **claim**.

How to make a complaint about your policy

If **you** are not satisfied with any part of **our** service then **you** should contact **us** and **we** will do **our** best to resolve the problem. **You** can contact **us** at the following:

The Customer Services Manager
Markel Legal Expenses Insurance
20 Fenchurch Street
London
EC3M 3AZ
Tel: 0345 350 1099
Email: LEIcomplaintsuk@markel.com

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number: 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

Markel International Insurance Company Limited is authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. Financial Services Register Number 202570.

If there is a dispute between **us** that **we** cannot resolve through **our** complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Tel: 0800 023 4567 or 0300 123 9123
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. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>.

This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then we shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If we cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

Personal information/Privacy policy statement

The basics

We collect and use relevant information about **your** business to provide insurance cover and to meet **our** legal obligations.

This information includes details such as names and addresses (and may include more sensitive details such as information about health and criminal convictions).

The way insurance works means that information may be shared with and used by a number of third parties in the insurance sector but only in connection with the insurance cover that **we** provide to **you**.

Other people's details you provide to us

We will process individual's details, as well as any other personal information **you** provide to **us** in respect of **your** insurance cover, in accordance with **our** privacy notice and applicable data protection laws.

To enable **us** to use individual's details in accordance with applicable data protection laws, **we** need **you** to provide those individuals with certain information about how **we** will use their details in connection with **your** insurance cover. As such, **you** agree to provide each individual concerned this notice:

- On or before the date that individual becomes insured under this **policy** or
- The date that **you** first provide information about the individual to **us**

We are committed to only using the personal information **we** need to provide **you** with **your** insurance cover. To help **us** achieve this, **you** should only provide to **us** information about individuals that **we** ask for from time to time.

Want more details?

For more information about how **we** use personal information provided to **us** please see **our** full Markel privacy notice, a copy of which is available online at markelinternational.com/foot/privacy-policy or on request.

Contacting us and individual rights

Individuals have rights in relation to the information **we** hold about them, including the right to access their information. Please contact **us** at dataprotectionofficeruk@markel.com or by writing to the Data Protection Officer, Markel International, 20 Fenchurch Street, London, EC3M 3AZ if you are an individual wishing to exercise your rights, to discuss how we use your information or to request a copy of our full Markel privacy notice.

Rights of third parties

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Breach of sanctions

We provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

Applicable law

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

Brexit

We provide no cover for any **claim** where the regulatory risk location is within the European Economic Area (EEA) excluding the **United Kingdom**.

Defined terms

Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or
- Legal proceedings or parties in dispute

even if **you** are claiming under more than one **Section of cover** of this **policy**.

Claim

An insurance claim under this **policy**

Compensation

• Employment compensation awards

Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination

Costs

Own costs

- The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**

Other party costs

- In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

Ellis Whittam

Ellis Whittam Ltd who provide employment and health and safety consultancy, advice and legal representation services to **you**. Any notification of a **claim** must initially be made to them in writing at the following address:

Ellis Whittam Ltd
Woodhouse
Aldford
Chester
Cheshire
CH3 6JD

Tel: 0345 226 8393

Fax: 0345 226 8384

Employee

Any person under a contract of service with **you**

Excess

The initial amount of **costs** or **compensation** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

- Use **our** choice of **representative**
- Exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of your representative, Counsel and experts**

Period of insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule

Policy

This insurance policy including the schedule and any endorsements that apply

Reasonable prospects of success

We will make **our** decision on whether to cover **your claim** based on a legal opinion from **your representative** (and any professional advice **we** regard necessary) on whether **your claim** has at least a 51% chance of:

- Successfully pursuing **your** case and securing a legal and/or financial remedy
- Not being found liable in a civil (not criminal) case against **you**
- Being found not guilty in the defence of a criminal prosecution
- Securing a significant reduction of your punishment or fine in a criminal prosecution
- Successfully appealing the decision of the relevant authority

If there is 50% or less chance of the above **we** will not provide cover.

Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

Territorial limits

The regions as stated in the **policy** schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland, the Isle of Mann and the Channel Islands

We/Our/Us

Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ. **Claims** will be handled by Markel Protection Limited which is a separate legal entity to Markel International Insurance Company Limited.

You/Your

- The business(es) or individual(s) declared to **us** and named in the **policy** schedule
- Under **Health and Safety defence and Employee's extra protection** **you** may request, **your employee**, or a director or a partner of **your** business to be covered by **your policy** provided that under **Health and Safety defence** the same **representative** acts for all

Markel Legal Expenses Insurance

20 Fenchurch Street, London, EC3M 3AZ Tel: 0345 350 1099

LEIsalesuk@markel.com

www.uk.markel.com

Markel Legal Expenses Insurance is a trading name of Markel International Insurance Company Limited, registered in England and Wales No: 00966670. VAT number 245 7363 49. Registered address, 20 Fenchurch Street, London EC3M 3AZ. Markel Corporation is the ultimate holding company for Markel International Insurance Company Limited.

