

Commercial legal expenses

**Commercial
Policy summary**

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, crisis 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

Cancellation - You/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, you/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

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

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

The most that we will pay any one claim	Criminal defence: Interview under caution - £2,500 Tax protection: Current tax year enquiry, Court attendance costs - £1,000 Crisis Communication - £10,000 Negotiation cover - £5,000 All other Sections of cover - £up to £500,000
The most that we will pay per member for all claims in the period of insurance	£1,000,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland
Excess any one claim	For our choice of representative Tax protection (Aspect enquiry) - £1,000 Contract disputes - £500 All other Sections of cover - £0 If you are able to choose your own representative (see wording for details) Property and landlord and tenant disputes, Criminal defence, Regulatory compliance, Employee extra protection, Restrictive covenant cover - £1,000

	Contract disputes - £2,000 All other Sections of cover – Not applicable
Minimum sum in dispute	Contract disputes - £1,000
Maximum construction project value	Contract disputes - £500,000
Reasonable prospects of success	<p>Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections:</p> <ul style="list-style-type: none"> • Employment disputes - ACAS Early Conciliation • Employment disputes - Employment Tribunals response (ET3) • Employment disputes - Pre-hearing review/Employment status disputes • Criminal defence - Interview under caution • Crisis communication • Court attendance costs <p>If there is 50% or less chance of the above we will not provide cover</p>
What is not covered by this policy?	<ul style="list-style-type: none"> • Any costs incurred before we have consented to those costs being incurred • Pre-existing circumstances
Policy benefits/sections of cover	Significant exclusions/limitations
Employment disputes Cover for costs of representation in defence of an employment dispute at a/an:	
ACAS Early Conciliation To take part in the process	
Employment Tribunal response (ET3) To enter a response to a claim (ET1)	
Pre-hearing review/employment status disputes To decide the employment status of a worker alleging to be an employee	
Employment Tribunal hearing Preparation for the hearing or negotiating settlement County or High Court proceedings Representation or negotiating a settlement	Employment Tribunal hearing / County or High Court proceedings only We will not cover you if you have not followed either: <ul style="list-style-type: none"> • The advice of the Markel advice line at the following times: <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 or <ul style="list-style-type: none"> • The ACAS code of practice on disciplinary and grievance procedures where applicable
Employment compensation awards Cover for basic and compensatory awards provided to you, currently have a claim accepted under Employment Tribunal hearing :	All of Employment compensation awards We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so

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

Interview under caution Representation (including written submissions) at an interview under caution	Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police station
Prosecution defence Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	Prosecution defence <ul style="list-style-type: none"> Involving a motoring offence, an assault or a sexual offence, fraud, dishonesty, criminal damage or tax proceedings For your employee, director or a partner of your business if charged under the Corporate Manslaughter or Corporate Homicide Act 2007 Caused by seepage, pollution or contamination of any kind
Motor offences <ul style="list-style-type: none"> 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 Defence of a criminal prosecution for tachograph or weight offences 	Motor offences If there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electronic equipment
Tax protection Cover for costs in representing you before HMRC in respect of a/an:	All of Tax protection We will not cover enquiries where: <ul style="list-style-type: none"> There is not a reasonable prospect of reducing the liabilities alleged by HMRC You have missed a tax deadline or wholly provisional figures are used There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution National minimum wage or living wage are alleged not to have been paid
Aspect enquiry HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return	
Full enquiry HMRC formal notice to examine all your financial records of income and corporation tax	
National Insurance and PAYE disputes HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit	
Current tax year enquiry Schedule 36 inspection of business records, assets and premises	
VAT disputes Alleged failure to pay VAT	
Regulatory compliance We will cover you for costs (or Compensation for Section of cover: Data protection compensation) for a/an:	We will not cover you for:
Enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	
Abatement notice appeals Appeal against an abatement notice issued by a local authority for a statutory nuisance	Abatement notices appeals <ul style="list-style-type: none"> More than one claim Arising from planning applications, decisions or disputes
Licence appeals Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence	Licence appeals <ul style="list-style-type: none"> Appeals arising from a change in the law or regulation The costs of complying with a notice/order Claims involving driving or property licences
Disciplinary hearings Representation of your director or a business partner at a disciplinary hearing held by a professional or regulatory body where a loss of registration/accreditation would stop you carrying out your business activity	Disciplinary hearings Healthcare, medical or alternative therapy registrations or accreditations
Data protection defence Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)	

Data protection compensation Compensation as a result of holding, losing or unauthorised disclosure of data	Data protection compensation The party you are in dispute with has not suffered a specific financial loss
Court attendance costs We agree to pay:	We will not cover you for:
Jury service 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	
Witness attendance allowance 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	Witness attendance allowance <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority
Employee extra protection We agree to pay costs:	We will not cover claims:
Pension trustee defence 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	
Wrongful arrest To defend civil legal proceedings against your employee/ directors/partners in respect of allegations of detaining someone against their will	Wrongful arrest Where allegations were made by a worker/ex-worker
Personal injury 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	Personal injury <ul style="list-style-type: none"> • Where the legal case is or may be against you • Injuries suffered on your property
Discrimination defence To defend your employee/directors/ partners against an allegation of discrimination arising from conduct in carrying out your business activity	Discrimination defence Disputes with employees/interviewees/applicants to become an employee ex-employees
Crisis communication Following an event which causes your business severe negative publicity and damages your business' reputation and is likely to have a significant financial impact on your business we agree to pay costs to: <ul style="list-style-type: none"> • Prepare a media statement or press release • Represent Your business at a press conference • Prepare a communication for Your customers • Prepare a telephone message or website statement 	We will not cover claims: <ul style="list-style-type: none"> • Where cover would not lessen the reputational or financial damage to your business • Concerning critical reviews or complaints
Restrictive covenant cover We agree to pay costs to pursue your employee/ex-employee for their breach of a restrictive covenant which is causing or will cause you financial loss	We will not cover claims: <ul style="list-style-type: none"> • Where the restriction being enforced lasts longer than 12 months • Where the restrictions were not written into the signed employment contract

<p>Negotiation cover We agree to pay your own costs to negotiate a settlement of the dispute provided you have made a claim under Property and landlord and tenant disputes or Contract disputes and your claim is:</p> <ul style="list-style-type: none"> • not covered or • cover was withdrawn <p>solely due to a lack of reasonable prospects of success</p>	<ul style="list-style-type: none"> • We will not cover claims where the claim relates to an incident that occurred prior to this Section of cover being included as part of your policy
<p>Contract disputes We agree to pay costs in a dispute over:</p>	<p>We will not provide cover for:</p>
<p>Contracts for goods and services A contract for the sale, hire or supply of goods and services</p>	<p>Contracts for goods and services</p> <ul style="list-style-type: none"> • Over construction contracts
<p>Contracts for construction and repairs A Construction Contract (including any variations to the Construction Contract) for work undertaken on your property that is in writing and which states:</p> <ul style="list-style-type: none"> • The parties to the contract • The date work is to commence • The work to be done and the timescales for the work to be done • The amount of money to be paid for the work and when it is to be paid 	<p>Contracts for construction and repairs</p> <ul style="list-style-type: none"> • Estimated to cost more than the maximum construction project value (as stated in the indication/schedule) • Where work commenced before the construction contract/variation to construction contract was agreed • Agreed or any work started before the inception of this policy, unless continuous insurance exists • Where you are carrying out the works • If your business is in the construction industry
	<p>All of Contract disputes</p> <ul style="list-style-type: none"> • Disputes below the minimum sum in dispute specified in the policy schedule/indication • Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date • Guarantees • Contracts you enter into through an agent or which you have taken over from someone else by assignment • Franchise contracts • Disputes over hire purchase, credit agreements, insurance, financial securities and/or grants • Contracts of employment • Any tenancy agreement, lease or licence to use land or buildings or the sale of land and or buildings

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