

# Commercial legal expenses

**Policy summary**

**Fitness to practise**

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** - You will have free access to medico-legal advice services by calling the Medico legal line. You also have free access to general legal advice by calling the general legal advice line.

**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** - 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](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>	<ul style="list-style-type: none"><li>• Fitness to practise defence and Criminal defence – see schedule for details</li><li>• (NHS disciplinary representation), (Pre-hearing response) and (Private practising privileges) – see schedule for details</li><li>• (Interim order hearings) and (Interview under caution) – see schedule for details</li><li>• Coroner's inquest representation – see schedule for details</li></ul>
<b>The most that we will pay for all claims in the period of insurance</b>	£1,000,000
<b>Territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland

	(disputes arising from complaints to the regulator which arise from incidents occurring outside the territorial limits are included as covered)
<b>Excess any one claim</b>	<p><b>For our choice of representative</b> £0</p> <p><b>If you are able to choose your own representative (see wording for details)</b> Fitness to practise defence - £1,000</p> <p>Pre-hearing representation, Criminal defence and Coroners inquest - £1,000 All other Sections of cover - Not applicable</p>
<b>Reasonable prospects of success</b>	<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"> <li>• Fitness to practise defence - Pre-hearing representation (other than Interim Orders Committee)</li> <li>• Criminal defence - Interview under caution</li> <li>• Coroner's inquest representation</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>• Any claims which relate to incidents that occurred prior to the retroactive date</li> <li>• Pre-existing circumstances</li> </ul>

<b>Policy benefits/sections of cover</b>	<b>Significant exclusions/limitations</b>
<p><b>Fitness to practise defence</b> We will cover costs for:</p>	We will not cover claims where:
<p><b>NHS disciplinary representation</b> In response to allegations or complaints made against you concerning your fitness to practise to:</p> <ul style="list-style-type: none"> <li>• Co-operate with a formal NHS Disciplinary Investigation</li> <li>• For representation at a NHS Disciplinary Hearing</li> </ul>	<p><b>NHS disciplinary representation</b> The formal NHS Formal Disciplinary Investigation process has not started</p>
<p><b>Interim order hearings</b> In providing a response to allegations or complaints made to the regulator against you concerning your fitness to practise when invited to do so by the regulator, including representation at the regulator's Interim Orders Committee hearing</p>	<p><b>Interim order hearings</b> There are more than 2 hearings regarding the subject matter of any one claim</p>
<p><b>Pre-hearing response</b> Providing a response to allegations or complaints made to your regulator concerning your fitness to practise, including representation at an Interim Order Committee hearing.</p>	

<b>Fitness to practise hearing defence</b> Representing you at a Fitness to Practise Committee hearing provided that: <ul style="list-style-type: none"> <li>We assisted you in drafting and submitting the response to your regulator's Investigating Panel as outlined in <b>Pre-hearing representation</b></li> <li>The regulator's Investigating Panel has decided there is a case to answer</li> </ul>	
<b>Review hearings</b> Representing you at a Review Hearing provided that the initial Fitness to Practise Hearing to which the Review Hearing relates was indemnified under <b>Fitness to practise hearing defence</b> and indemnity was not withdrawn	<b>Review Hearings</b> There are more than 2 review hearings regarding the subject matter of any one claim
	<b>All of Fitness to practise defence</b> The claim relates to an incident that occurred prior to the retroactive date
<b>Private practising privileges</b> We will cover the costs in response to a proposed removal of your practising privileges	We will not cover claims relating to: <ul style="list-style-type: none"> <li>Charging rates or charging amounts for private practice work</li> <li>Non-clinical matters</li> </ul>
<b>Criminal defence</b> We will cover costs for your:	We will not cover claims:
<b>Interview under caution</b> Representation (including written submissions) at an interview under caution	<b>Interview under caution</b> Where you are required by the Police to immediately attend an interview under caution at a Police station
<b>Prosecution defence</b> Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	<b>Prosecution defence</b> <ul style="list-style-type: none"> <li>Involving a motoring offence, fraud, dishonesty, criminal damage or tax proceedings</li> <li>Where there are allegations of assault or a sexual offences (unless you plead not guilty and maintain a not guilty plea throughout)</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>
<b>Coroner's inquest representation</b> We will cover costs you incur at an inquest into the death of a third party provided that you: <ul style="list-style-type: none"> <li>Were responsible for the medical care of the deceased subject to the inquest and</li> <li>Where failure to take part in the inquest could result a fitness to practise investigation against you by the regulator or a criminal prosecution</li> </ul>	<b>Coroner's inquest representation</b> We will not cover claims where you have not yet been identified as an interested party
<b>Witness attendance allowance</b> We agree to pay 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	<b>Witness attendance allowance</b> We will not cover claims for: <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>

**Markel Legal Expenses Insurance**

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

[LEIsalesuk@markel.com](mailto:LEIsalesuk@markel.com)

[www.uk.markel.com](http://www.uk.markel.com)

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