

Commercial legal expenses

Policy summary
Trafalgar IOSH



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 and tax 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 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 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, LEIcomplaintsuk@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 All other Sections of cover - £25,000
The most that we will pay for all claims in the period of insurance	£500,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland
Excess any one claim	<p>For our choice of representative Tax protection - £250 Tax protection (Aspect enquiry) - £1,000 All other Sections of cover - £0</p> <p>If you are able to choose your own representative (see wording for details) Criminal defence, Regulatory compliance, Extra protection - £1,000 All other Sections of cover – Not applicable</p>

Reasonable prospects of success	Your case must have at least a 51% chance of success, unless your claim is made under section: <ul style="list-style-type: none"> • 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
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 by the Police or a prosecuting authority	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
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:	
Enforcement notices Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	We will not cover you for:
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

<p>Data protection defence Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)</p>	
<p>Data protection compensation Compensation as a result of holding, losing or unauthorised disclosure of data</p>	<p>Data protection compensation The party you are in dispute with has not suffered a specific financial loss</p>
<p>Court attendance costs We agree to pay:</p>	<p>We will not cover you for:</p>
<p>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</p>	
<p>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</p>	<p>Witness attendance allowance</p> <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority
<p>Extra protection We agree to pay costs:</p>	<p>We will not cover claims:</p>
<p>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</p>	<p>Personal injury</p> <ul style="list-style-type: none"> • Where the legal case is or may be against you • Injuries suffered on your property
<p>Discrimination defence To defend your employee/directors/ partners against an allegation of discrimination arising from conduct in carrying out your business activity</p>	<p>Discrimination defence Disputes with employees/interviewees/applicants to become an employee ex-employees</p>

Markel Legal Expenses Insurance

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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.

