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LEXELLE
COMMERCIAL LEGAL EXPENSES INSURANCE
POLICY SUMMARY

LEXELLE LIMITED

Introduction

Some important facts about Lexelle Commercial Legal Expenses Insurance are summarised below. This summary does not describe all the terms and conditions, so please take time to read the policy document to make sure you understand the cover it provides. A copy of the full Policy Wording is held by your insurance broker and is available on request.

Insurer

This legal expenses insurance policy has been arranged by Lexelle Limited, with UK General Insurance Limited on behalf of Ageas Insurance Limited. Lexelle Limited and, UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked on the FCA register by visiting the FCA's website at www.fca.org.uk.

Type of insurance and cover provided

Lexelle Commercial Legal Expenses Insurance offers protection for costs of defence in legal and tax matters as listed below:

Policy Indemnity Limits:

The maximum amount we will pay in respect of any one claim and in aggregate for any one Period of Insurance is as follows**:**

For all policy sections the maximum amount in respect of any one *Claim* is **£50,000**
The maximum amount payable for all Claims in any one Period Of Insurance is **£500,000**

Significant features and benefits:

Sections of cover	Relevant Policy Section
Lexelle Legal Advice Service Confidential and impartial legal advice on UK Law can be obtained by telephoning the Lexelle Legal Advice Helpline on **Tel : 0114 296 5425**. Please quote "LEX /COMM/05/2014" together with your Policy Reference No. when calling. Please note that the helpline is not able to give advice on the acceptability of a Claim under the policy.	(See Page 1)
Employment disputes Legal Representation costs incurred in defence of a dispute with an Employee including:- (a) A dispute following dismissal of an Employee; (b) Resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; (c) A dispute arising out of, or relating to, a Contract of Employment; (d) An alleged breach of the Employee's statutory rights under employment legislation.	1
Financial Compensation Awards Legal Representation costs incurred in defence of a dispute with an Employee including:- (a) Any basic and compensation award in respect of a Claim that has been accepted under Section 1 of the policy and / or (b) An order for compensation following a breach of the Policyholder's statutory duties under employment legislation in respect of a Claim we have accepted under Section 1 of the policy	2
Service Occupancy Negotiation of the Policyholder's legal rights against an Employee or ex-Employee to recover possession of premises owned by or for which the Policyholder is responsible	3
Legal Defence • Legal Representation costs incurred in defence of the Policyholder's legal rights when dealing with the Police or Health & Safety Executive :- (a) Where it is alleged that the Policyholder has committed a criminal offence (b) Following an event which leads to the Policyholder being prosecuted in a court of criminal jurisdiction (c) Where civil action is taken against the Policyholder for compensation under Section 13 of the Data	4

Protection Act 1988. • A summary of other civil action legal defence covers are as follows:- (i) Wrongful arrest following an alleged theft; (ii) An event arising from work as an Employee leading to civil action under grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; (iii) Action against the Policyholder as a Trustee of a Pension Fund • Representation in appeals against the Information Commissioner should a registration application be refused • Attendance expenses where any of the Insured Person's have to attend Jury Service	4 Cont'd
Property Protection The cost incurred in any dispute or legal proceedings in any civil action following any event that causes physical damage which is owned by, or the responsibility of the Policyholder including nuisance or trespass (provided that the Policyholder will suffer financial loss.	5
Bodily Injury Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an Insured Person (i.e. Directors, Partners, Managers and Employees of the Policyholder).	6
Tax protection Costs incurred dealing with a H M Revenue & Customs (HMRC) **Full Enquiry** and/or **Aspect Enquiry** and representation in any subsequent appeal proceedings Cover in the event of a PAYE dispute which arises following a compliance review by HMRC into the operation of PAYE and cover in the event of a VAT dispute following a VAT visit and assessment undertaken by HMRC.	7
Contract Disputes Legal representation costs incurred in defence of a contractual dispute arising from an agreement or an alleged agreement that the Policyholder has entered into for the purchase, hire, sale or provision of goods or services within the meaning laid down in the Sales of Goods Act 1979 and or the Supply of Goods Act 1982.	8
Debt Recovery The pursuit of legal proceedings arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services, provided that: a) The amount in dispute exceeds £250 and the Claim is made within 90 days of monies becoming due b) The insured has exhausted all reasonable credit control and accounting procedures. c) The insurer is satisfied that the defendant has sufficient assets to satisfy any judgment debt. The maximum number of claims that can be notified during the period of insurance is limited to five.	9

Significant exclusions or limitations (please read full policy terms for full exclusion details):

Primary exclusions and limitations of this policy. Legal costs and expenses relating to the following will not be covered - "What is not covered"	**Relevant Policy Section**
• Any dispute with an Employee who was subject to written or oral warning within 180 days prior to inception of the policy • Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first Period Of Insurance • Where prior authorisation was not received from the Lexelle Claims Dept. • **Where advice received from the Lexelle Legal Advice Helpline has not been followed prior to**:- (i) making changes to terms and conditions of employment, (ii) carrying out a disciplinary procedure of an Employee, (iii) the dismissal of an Employee, (iv) implementing a redundancy programme or making an Employee redundant • **Where advice received from the Lexelle Legal Advice Helpline has not been followed immediately:-** (i) an Employee leaves with or without written notice (ii) you receive notice of a grievance from an Employee or ex-Employee (iii) you are notified of an appeal against a decision taken as a result of a disciplinary or grievance procedure or decision to dismiss (iv) you are notified of a complaint of sexual, racial, religious discrimination or discrimination relating to disability, age or sexual orientation.	**1 Employment Disputes**

• **Any compensation award relating to** :- (i) trade union activities (including membership or non-membership), (ii) pregnancy or maternity rights, (iii) health and safety related dismissals, (iv) statutory rights in relation to Occupational Pension Schemes, (v) statutory rights relating to Sunday shop and betting work. • Any award ordered due to the Policyholder having failed to provide records to Employees under National Minimum Wage laws. • Any compensation award ordered by the tribunal for failure to comply with a recommendation it has made including non-compliance with a re-instatement or re-engagement order	**2** **Financial Compensation Awards**
Any Claim relating to defending the Policyholder's legal rights other than defending a counter-claim.	**3** **Service Occupancy**
Any Claim which leads to the Insured Person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle	**4** **Legal Defence**
Any Claim relating to the following: • a contract entered into by the Policyholder • goods in transit or goods lent or hired out • goods at premises other than those occupied by the Policyholder unless the goods are at such premises for the purpose of installation or use in work to be carried out by the Policyholder • any dispute regarding subsidence or heave regardless of the cause • boundary disputes • defending the Policyholder's legal rights other than in defending a counter-claim • a motor vehicle owned or used by, or hired or leased to an Insured Person other than damage to motor vehicles where the Policyholder is engaged in the business of selling motor vehicles. • Tenancy or rent review disputes	**5** **Property Protection**
Any Claim relating to the following: • Any illness or bodily injury that is **not** caused by a specific or sudden accident or event • Defending an Insured Person's legal rights other than in defending a counter-claim • A motor vehicle owned or used by, or hired or leased to an Insured Person	**6** **Bodily Injury**
• Any Event arising from a tax avoidance scheme. • Any Event caused by the failure of the Policyholder to register for Value Added Tax. • Any Event arising from any investigation or enquiries undertaken by HM Revenue and Customs Special Investigations Section or Special Civil Investigations or the Revenue and Customs Prosecution Office. • Any Event arising from an investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences. • Any work in connection with the normal reconciliation of the annual accounts and VAT returns where such reconciliation has not been undertaken prior to the dispute or enquiry arising. • An enquiry undertaken under Section 60 or 61 of the VAT Act 1994 or enquiry by the Investigations Division, the Board's Investigation Office or the Special Compliance Offices of HMRC. • The Policyholder's actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns. If such intent is shown We will be entitled to recover such indemnity as We have actually provided. • Any Claim arising from an enquiry into the Policyholder's tax return or an amendment to a Policyholder's tax return or any other statutory return that was not submitted within the statutory time limits (see main policy exclusions for statutory time limit conditions)	**7** **Tax Disputes**
Any Claim relating to the following: • the settlement payable under an insurance policy • a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement • a loan, mortgage, pension or any other financial product • a motor vehicle, owned by, hired or leased to, the Policyholder other than agreements relating to the sale of motor vehicles where the Policyholder is engaged in the business of selling motor vehicles.	**8** **Contract Disputes**

• A dispute with an Employee or ex-Employee which arises out of, or relates to, a contract of employment with the Policyholder. • A dispute which arises out of the: - sale or provision of computer hardware, software, systems or services or - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to the Policyholder's own specification. • A dispute arising from a breach or alleged breach of professional duty by an Insured Person.	**8 (cont'd)**
• Any Claim relating to the following: - the settlement payable under an insurance policy - a lease, licence or tenancy of land or buildings - a loan, mortgage, pension or other financial product - a motor vehicle owned by, or hired or leased to, the Policyholder other than agreements relating to the sale of motor vehicles where the Policyholder is engaged in the business of selling motor vehicles. • Any dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services. • The recovery of money and interest due from another party where the other party intimates that a defence exists.	**9 Debt Recovery**

General exclusions - (please see main policy wordings for full list of General Exclusions)

The insurer will not pay legal expenses arising from or relating to: -

- Any claim where there are not reasonable prospects of success, please refer to the policy document for full details.
- Any dispute arising during the first 90 days of the first Period Of Insurance or during the first 30 days in respect of HMRC Tax Investigations. (Unless it can be evidenced that the Insured Person held Legal Expenses cover with another Insurer immediately prior to inception of this policy.)
- Any event reported more than 90 days after its Date of Occurrence.
- Any event that occurred prior to commencement of the policy or any event where the Insured Person knew or ought to have known about that may give rise to a claim prior to the inception of the policy.
- Fees costs and disbursements incurred prior to the written acceptance of a Claim.
- Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- Legal expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date.
- Legal expenses incurred before the insurer agrees to pay them on our behalf or where the insured pursues or defends a case without the agreement of the insurer.

Duration of cover

This policy will expire one calendar year from the date it was issued.

Cancellation right

If **You** decide that for any reason, this Policy does not meet Your insurance needs then please return it to the Broker that sold you the policy within 14 days from the day of purchase or the day on which You receive Your policy documentation, whichever is the later. On the condition that no claims have been made or are pending you will be entitled to a full refund of premium.

Thereafter You may cancel the insurance cover at any time by informing your Broker however no refund of premium will be payable.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to You at Your last known address. Valid reasons may include but are not limited to:

a) Fraud
b) Non-payment of premium
c) Threatening and abusive behaviour
d) Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Making a claim

All potentials claims must be reported to our Claims Department within 30 days of any circumstances which may result in a claim on **Tel: 0114 296 5426** or by writing to:

Claims Department
Lexelle Limited
PO Box 4428
Sheffield
S9 9DD

The Insured Person will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the Insurer accepting the Claim, including any action already taken.

How to make a complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Services Ombudsman.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet its financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.