



# CAUNCE O'HARA

THE BUSINESS  
INSURANCE BROKERS

[www.caunceohara.co.uk](http://www.caunceohara.co.uk)

Tel: 0333 321 1403

## FREELANCE INSURE

## TAX ENQUIRY & LEGAL EXPENSES INSURANCE

### Certificate of Insurance

Master Scheme Number: 1103616

• Caunce O'Hara & Co Limited is authorised and regulated by the  
Financial Conduct Authority under firms reference no: 306183



## Protection. To Help You Stay Safe & Thrive

Caunce O'Hara & Company Limited was established in 1995. From our office in Manchester we deliver innovative lateral solutions to clients' insurance programmes.

Since our incorporation, we have arranged insurance protection for freelance contractors from all sectors. Few insurers understand the risks freelance contractors are exposed to. We fully understand the marketplace and are able to offer you the breadth and flexibility of cover that is required when insuring many different types of occupations and activities.

We are renowned for providing the best in customer service and we offer value for money insurance policies written on the widest available cover and our administration and claims systems are fast, efficient and reliable.

## Get In Touch

To get a quote or advice about your specific business insurance requirements, please don't hesitate to get in touch with one of our expert advisors today. Call us on 0333 321 1403 or email [schemes@caunceohara.co.uk](mailto:schemes@caunceohara.co.uk)

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**Markel International Insurance Company Limited's credit rating demonstrates their strength:**

- A (Strong) Standard & Poors
- A (Excellent) A. M. Best

# Commercial legal expenses

**Policy wording**

**Caunce O Hara - Freelance Insure**



# 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:

- The remainder of the **Welcome** pages
- The **Important information** section
- The policy summary
- 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 us as soon as possible providing your policy number and brief details of the circumstances using the telephone number shown on your policy schedule or by writing to/emailing us using the details below:

The Claims Department  
Markel Legal Expenses Insurance  
20 Fenchurch Street  
London  
EC3M 3AZ

**[LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)**

If you write to or email us 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 your insurance broker

## How to contact us for advice

### 1) For advice or stress counselling

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

In addition, your policy provides your employees with access to a 24/7 year round stress counselling line.

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

## 2) For legal resources, news and documents

To complement the legal advice line you have access to the Markel Law Hub, an online resource of expert legal and business guides, templates and content, provided by Markel Law LLP. This covers everyday legal issues around employment, health and safety, trading and contracts, cyber and data, debt and insolvency and business law resources.

To access, visit **markellaw.co.uk** and click the Markel Law Hub tab to log in using your policy number/token code which can be found in your policy schedule.

## 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 we strongly recommend that you call the legal advice line number shown in your policy schedule at the following times and follow their advice:

- 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
- 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
- When an employee resigns or walks out after expressing verbal or written dissatisfaction

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise you on.

### 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.

**Contents page**

Page 5	Sections of cover
Page 13	What is not covered?
Page 14	Claims conditions
Page 17	Important information
Page 21	Defined terms

# 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/policyholder** 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 tax investigations, 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 disputes	
What is covered?	What is not covered?
<b>We</b> will cover <b>costs you</b> incur in the defence of an employment dispute between <b>you</b> and <b>your employee</b> , ex- <b>employee</b> , interviewee/applicant to become an <b>employee</b> over their contract of employment or over employment law or with a worker that alleges to be an <b>employee</b> at the following stages:	<b>We</b> will not cover <b>claims</b> where:
<b>ACAS Early Conciliation</b>  Taking part in an ACAS Early Conciliation process	
<b>Employment Tribunals response (ET3)</b>  Setting out <b>your</b> initial response to a claim (ET1) against <b>you</b> at an Employment Tribunal	
<b>Pre-hearing review/Employment status disputes</b>  Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an <b>employee</b>	
<b>Employment Tribunal hearing</b>  Preparing for and representing <b>you</b> in a dispute with <b>your employee</b> , ex- <b>employee</b> or interviewee/applicant to become an <b>employee</b> at an employment tribunal hearing or negotiating a settlement with them	<b>Employment Tribunal hearing and County or High Court proceedings</b>  <b>You</b> have not followed either:  a) the advice of the Market advice line at the following times:  1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an <b>employee's</b> contract of employment which may be unfavourable to the <b>employee</b> 2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an <b>employee</b> against action <b>you</b> have taken against them 3. When an <b>employee</b> resigns or walks out after expressing verbal or written dissatisfaction  Or  b) the ACAS code of practice on disciplinary and grievance procedures where applicable
<b>County or High Court proceedings</b>  Preparing for and representing <b>you</b> in a dispute with <b>your employee</b> , ex- <b>employee</b> or interviewee/applicant to become an <b>employee</b> at the County Court or the High Court or negotiating a settlement with them	
<b>What you need to know</b> A dispute with a worker alleging to be an employee is only covered under <b>Sections of cover: ACAS</b>	



**Early Conciliation, 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.**

## Employment compensation awards

### What is covered?

**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**

### Awards of compensation

**Compensation you** are ordered to pay by a Tribunal

### Settlement of a dispute

An amount agreed by **us** in settlement of a dispute

### Tribunal fees

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

### What is not covered?

**We** will not cover **claims** where:

### All of Employment compensation awards

The Tribunal ordered **you** to reinstate an **employee** and **you** failed to do so

### What you need to know

We won't pay contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations

## Property and landlord and tenant disputes

### What is covered?

**We** will pay **costs** to obtain damages or other legal remedy for:

### Property disputes

1. Trespass on **your property**
2. Nuisance from another affecting **your property**
3. The defence of another's claimed right of way over **your property**
4. **Your** use of a right **you** have over another's property as recorded in the title documents of **your property**
5. Pursuing another for physical damage to **your property** not recoverable under another insurance policy

### Disputes with your landlord

1. **Your** landlord's failure to maintain or repair **your property** as required by the written terms of **your** lease or tenancy
2. An allegation by **your** landlord that **you** failed to maintain or repair the **property** as required by the written terms of **your** lease or tenancy
3. The defence of a demand for dilapidations at

### What is not covered?

**We** will not cover **claims** where:

### Property disputes

1. There is a dispute over a contract (other than title documents)
2. The other party's argument is that they own some or all of **your property**
3. There is a dispute over rights to or over another's property which is alleged to have arisen through **your** use or occupation over a length of time

### Disputes with your landlord

There is a dispute 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**

<p>the expiry of <b>your</b> lease or tenancy</p> <p>4. The defence of an attempt by <b>your</b> landlord to end <b>your</b> lease or tenancy early and remove <b>you</b> from <b>your property</b></p>	
<p><b>Disputes with your tenant</b></p> <ol style="list-style-type: none"> <li>1. <b>Your</b> tenant's failure to maintain or repair <b>your property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>2. An allegation by <b>your</b> tenant that <b>you</b> failed to maintain or repair <b>property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>3. Pursuing <b>your</b> tenant for disputed dilapidations at the expiry of <b>your</b> lease or tenancy</li> </ol>	<p><b>Disputes with your tenant</b></p> <p>There are dilapidations unless <b>you</b> have served a notice of dilapidations on <b>your</b> tenant and <b>you</b> have an independent expert valuation of the dilapidations which must be obtained at <b>your</b> own expense</p>
<p><b>Eviction</b></p> <p>The eviction of <b>your</b> tenant or <b>your employee</b> or ex-<b>employee</b> following the expiry of the tenancy or licence <b>you</b> have granted for the use of the <b>property</b></p>	<p><b>Eviction</b></p> <p><b>You</b> have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the <b>property</b></p>
	<p><b>All of Property and landlord and tenant disputes</b></p> <ol style="list-style-type: none"> <li>1. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement</li> <li>2. <b>You</b> will not suffer a financial loss or the value of <b>your property</b> would not be reduced</li> <li>3. <b>You</b> have not made a claim under <b>your</b> buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting <b>your property</b></li> <li>4. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</li> <li>5. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property</li> <li>6. <b>You</b> have failed to fully maintain suitable buildings and if needed contents insurance</li> <li>7. There is an allegation <b>you</b> are responsible for damage or loss caused by seepage, pollution or contamination of any kind</li> </ol>

## Criminal defence

What is covered?	What is not covered?
<b>We will pay costs for your:</b>	<b>We will not cover claims:</b>
<b>Interview under caution</b> Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority	<b>Interview under caution</b> Where <b>you</b> 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 <b>you</b> receive a summons accusing <b>you</b> of a criminal offence	<b>Prosecution defence</b> <ol style="list-style-type: none"> <li>Where <b>you</b> are alleged to have committed: <ol style="list-style-type: none"> <li>a motoring offence</li> <li>an assault or sexual offence</li> <li>fraud, dishonesty or criminal damage</li> </ol> </li> <li>Where there are criminal proceedings arising from or related to tax or if an application is made under the Proceeds of Crime Act</li> <li>For <b>your employee</b>, director or a partner of <b>your</b> business if <b>you</b> are charged under the Corporate Manslaughter or Corporate Homicide Act 2007</li> <li>Where there is an allegation <b>you</b> are responsible for damage or loss caused by seepage, pollution or contamination of any kind</li> </ol>
<b>Motor offences</b> <ol style="list-style-type: none"> <li>Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by <b>your</b> director or business partner of <b>your</b> business to carry out essential business activities</li> <li>Defence of a criminal prosecution for tachograph or weight offences</li> </ol>	<b>Motor offences</b> There is an allegation of driving under the influence of drugs/alcohol or the use of handheld electronic equipment
<b>What you need to know</b> We won't pay any costs or fines that you are ordered to pay by a criminal Court	

## Tax protection

What is covered?	What is not covered?
<b>We will pay costs</b> in representing <b>you</b> before HM Revenue & Customs (HMRC):	<b>We will not cover claims</b> where:
<b>Aspect enquiry</b> When HMRC issues a formal notice to <b>you</b> , <b>your</b> director or to <b>your</b> business partner to carry out an aspect enquiry into a part(s) of <b>your</b> income or corporation tax Self Assessment return	<b>All of Tax protection</b> <ol style="list-style-type: none"> <li>There is not a reasonable prospect of reducing the liabilities alleged by HMRC</li> <li>Tax returns are late or where <b>you</b> have not</li> </ol>

<b>Full enquiry</b>  When HMRC issues a formal notice to <b>you, your</b> director or to <b>your</b> business partner to examine all of <b>your</b> financial records income or corporation tax	notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used 3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution 4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage 5. There is an allegation of tax avoidance
<b>National Insurance and PAYE disputes</b>  When HMRC expresses dissatisfaction with <b>your</b> p11ds or p9ds or <b>your</b> PAYE and/or NIC affairs following an employer compliance visit by HMRC	
<b>Current tax year enquiry</b>  Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect <b>your</b> business records, assets or premises	
<b>VAT disputes</b>  Over alleged failure to pay VAT	
<b>Regulatory compliance</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<b>We</b> will pay <b>costs</b> (or <b>compensation</b> for <b>Section of cover: Data protection compensation</b> of this <b>policy</b> ) for <b>your</b> :	<b>We</b> will not cover <b>claims</b> :
<b>Enforcement notices</b>  Appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	
<b>Licence appeals</b>  Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence <b>you</b> need to carry out <b>your</b> business activity as stated in <b>your policy</b> schedule	<b>Licence appeals</b> 1. For appeals arising from or connected to a change in the law or regulation 2. For the costs of complying with a notice or order 3. Involving driving or property licences 4. Where <b>you</b> have failed to comply with recommendations or warnings from <b>your</b> regulator
<b>Data protection defence</b>  Defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)	
<b>Data protection compensation</b>  Liability for <b>compensation</b> as a result of holding, losing or unauthorised disclosure of data provided that at the time of a <b>claim</b> under this <b>Section of cover you</b> have an accepted <b>claim</b> under <b>Section of cover: Data protection defence</b> of this <b>policy</b>	<b>Data protection compensation</b>  Where the party <b>you</b> are in dispute with has not suffered a specific financial loss

## Court attendance costs

What is covered?	What is not covered?
<b>We agree to pay:</b>	<b>We will not cover claims for:</b>
<b>Jury service</b>  The amount of money per day <b>you</b> pay <b>your employee</b> (including a director or partner in <b>your</b> business) each day they attend jury service at a Court, less any recovery from the Court	
<b>Witness attendance allowance</b>  The cost of <b>your employees</b> attending Court as witnesses on <b>your</b> behalf at the request of <b>your representative</b> provided that at the time of a <b>claim</b> under this <b>Section of cover</b> <b>you</b> have an accepted <b>claim</b> for this Court appearance under this <b>policy</b>	<b>Witness attendance allowance</b>  1. Expert witnesses 2. Salaries or wages 3. Costs which could be claimed from a prosecuting authority

## Employee extra protection

What is covered?	What is not covered?
<b>We agree to pay costs:</b>	<b>We will not cover claims:</b>
<b>Pension trustee defence</b>  To defend directors and/or partners in <b>your</b> business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of <b>your employees</b>	
<b>Wrongful arrest</b>  To defend civil legal proceedings against <b>your employee</b> including directors and/or partners in <b>your</b> business in respect of allegations of detaining somebody against their will	<b>Wrongful arrest</b>  Where the allegations were made by a worker or ex-worker of <b>yours</b>
<b>Personal injury</b>  For <b>your employee</b> including directors and/or partners in <b>your</b> business to pursue a claim for damages for physical bodily injury suffered carrying out <b>your</b> business activity (as stated in <b>your policy</b> schedule) which was caused by an actual or alleged act or omission of another party	<b>Personal injury</b>  1. Where the legal case is or may be against <b>you</b> 2. Where the injuries were suffered on <b>your property</b>
<b>Discrimination defence</b>  To defend <b>your employee</b> including directors and/or partners in <b>your</b> business against an allegation of discrimination arising from <b>your employee's</b> conduct in carrying out <b>your</b> business activity as stated in <b>your policy</b> schedule	<b>Discrimination defence</b>  For disputes with:  1. <b>Employees</b> 2. Interviewees/applicants to become an <b>employee</b> 3. <b>Ex-employees</b>



## Identity theft

What is covered?	What is not covered?
<p>Following an:</p> <ul style="list-style-type: none"> <li>Unauthorised use of <b>your</b> personal data by a third party <b>we</b> will pay <b>costs</b> to reinstate or correct <b>your</b> personal information</li> <li>Incident where a third party has entered into a contract in <b>your</b> name or on <b>your</b> behalf without <b>your</b> permission <b>we</b> will pay <b>costs</b> to help <b>you</b> withdraw from that contract</li> </ul> <p>Provided that:</p> <p><b>You</b> have notified <b>your</b> bank or building society and all reasonable action has been taken to prevent the unauthorised use of <b>your</b> identity by a third party</p>	<p><b>We</b> will not cover <b>claims</b> where:</p>

## Contract disputes

What is covered?	What is not covered?
<p><b>We</b> agree to pay <b>costs</b> in a dispute with a <b>contracting party</b> over:</p>	<p><b>We</b> will not cover <b>claims</b> in disputes:</p>
<p><b>Contracts for goods and services</b></p> <p>A contract for the sale, hire or supply of goods and services</p>	<p><b>Contracts for goods and services</b></p> <ol style="list-style-type: none"> <li>Over <b>construction contracts</b></li> </ol>
<p><b>Contracts for construction and repairs</b></p> <p>A <b>construction contract</b> (including any variations to the <b>construction contract</b>) for work undertaken on <b>your property</b> that is in writing and which states:</p> <ol style="list-style-type: none"> <li>The parties to the contract</li> <li>The date work is to commence</li> <li>The work to be done and the timescales for the work to be done</li> <li>The amount of money to be paid for the work and when it is to be paid</li> </ol>	<p><b>Contracts for construction and repairs</b></p> <ol style="list-style-type: none"> <li>Over construction projects estimated to cost more the <b>maximum construction project value</b></li> <li>Where work commenced before the <b>construction contract</b> or a variation to <b>construction contract</b> was agreed</li> <li>Over <b>construction contracts</b> agreed or any work started before the inception of this <b>policy</b>, unless <b>you</b> had a policy that provided cover to the same effect as this <b>policy</b> and there was no break in cover, in which case, the inception date of the previous policy will apply</li> <li>Over <b>construction contracts</b> where <b>you</b> are carrying out the works</li> <li>If <b>your</b> business is in the construction industry</li> </ol>

	<p><b>All of Contract disputes</b></p> <ol style="list-style-type: none"><li>1. Below the minimum sum in dispute specified in the <b>policy</b> schedule</li><li>2. Over undisputed debts unless the debt is at least 90 days overdue and <b>you</b> have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date</li><li>3. Over guarantees</li><li>4. Over contracts <b>you</b> enter into through an agent or which <b>you</b> have taken over from someone else by assignment</li><li>5. Over franchise contracts</li><li>6. Over hire purchase, credit agreements insurance or financial securities</li><li>7. Over contracts of employment</li><li>8. Over any tenancy agreement, lease or licence to use land or buildings or the sale of land and or buildings</li></ol>
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## 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
  - b. passing off
  - c. defamation or malicious falsehood
  - d. the ownership or existence of any intellectual property rights
  - 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**.

### How and when to make a claim

The contact details for The Claims Department can be found in the **Welcome page** of this **policy**

**We** will only cover **claims** that **you** tell **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, legal proceedings or tax investigation.

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.

### 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 - ACAS Early Conciliation**
  - **Employment disputes - Employment Tribunals response (ET3)**
  - **Employment disputes - Pre-hearing review/Employment status disputes**
  - **Criminal defence - Interview under caution**
  - **Court attendance costs**
  - **Identity theft**

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

### 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, Employment compensation awards, Data protection defence and Data protection compensation** 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**.

### 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**.

### 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**.

### **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.

### **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.

### **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

**You** can write to **us** 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** if less than 75% of the **policy** has expired and **we** will refund the premium less the time **we** have insured **you** for and less 20% of the time **we** haven't insured **you** for.

Cancellation requests must be made to:

Caunce O' Hara  
82 King Street  
Manchester

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 the 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

The premium will be recalculated based on the time **we** have insured **you** for plus 20% of the time **we** haven't 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: [complaints@markel.com](mailto:complaints@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](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. 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** and **you** 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** and **you** 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.

## How to make a complaint about the Markel advice line

The telephone legal advice is provided by Markel Law LLP and can advise on general UK law. Markel Law LLP makes no additional charge for providing these telephone services.

Markel Law LLP is authorised and regulated by the Solicitors' Regulation Authority ("SRA") under SRA number 459781 and is part of the Markel group of companies.

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, Markel Law LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of the complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given 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.

## 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](https://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](mailto: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 of Great Britain and Northern Ireland.

## **Liquidation**

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.



## Defined terms

### Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or
- Legal proceedings, tax enquiry, construction project 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

- **Data protection compensation**

**You** have been ordered to pay under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)

### Construction contract

A contract as defined by Section [104](#) and [105](#) of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this **policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

### Contracting Party

A person, firm or company with whom **you** have a direct contractual relationship

### 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.

### 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**

### Maximum construction project value

The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the **policy** schedule

### 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

### Property

Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

### 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
- EEA: The European Economic Area
- WWe: Worldwide excluding USA and Canada
- WWi: Worldwide including USA and Canada

### 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.

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

### You/Your

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

**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)

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.

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