



## Family Legal Expenses Platinum Insurance

### Summary of Cover

*This Summary of Cover does not contain the full terms and conditions of the insurance contract. Full details of the terms, conditions and exclusions of the insurance contract are contained in the policy document, which is available on request. If there is any dispute between the wording of this document and the policy document, the policy document will take precedence.*

#### The parties involved in your Insurance

In all cases, reference to **you** or **your** within this Key Facts document relates to the insured policy holder as defined above and **we, us** or **our** refers to **your** insurer.

**Your** insurance is arranged and placed with **us** by Lexelle Limited. They are authorised and regulated by the Financial Conduct Authority (312782). Lexelle Limited can be contacted at PO Box 4428, Sheffield, S9 9DD. Tel: 0114 249 3300. Email: [assist@lexelle.com](mailto:assist@lexelle.com).

**Your** insurer is Elite Insurance Company Limited. Registered in Gibraltar No. 91111 with a registered office at 47/48 The Sails, Queensway Quay, Queensway, Gibraltar GX11 1AA.

Elite Insurance Company Limited is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

**We** are also members of the Association of British Insurers (ABI), the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

**We** have appointed Lexelle Limited to administer **your** insurance on **our** behalf.

This Family Legal Expenses Platinum Insurance is designed to provide legal assistance as detailed in Sections 1 to 10 below, for the insured policyholder and any member of their family residing with them at their principle home (including civil partners and children for whom the insured or their spouse/civil partner are the legal guardian).

Subject to the terms, conditions and exclusions detailed in the main policy, your Legal Costs and Expenses will be covered up to a maximum of £75,000 for the following insured incidents other than in Section 3 (Employment Disputes) where a £25,000 limit applies; Section 2 (Personal Injury) where maximum rehabilitation costs of £5,000 apply; and Section 9 (Education) where a £5,000 limit applies.

<b>Significant Policy Features</b>	<b>Section 1. Free Legal Advice Line</b>
	A Free Legal Advice line is offered for advice on personal legal matters falling under the sections of cover provided by this policy where full cover is not yet required.  Legal Advice Helpline Tel No : <b>0114 249 3300</b>

<p><b>Significant Policy Features (continued)</b></p>	<p><b>Section 2. Personal Injury</b></p>
	<p>Legal assistance in respect of death or bodily injury sustained by <b>you</b>.          Up to £5,000 Rehabilitation costs connected to <b>your</b> claim.</p>
	<p><b>Section 3. Employment Disputes</b></p>
	<p>Up to £25,000 cover for negotiation of <b>your</b> legal rights for a claim that would be dealt with via an Employment Tribunal against <b>your</b> employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by <b>your</b> employer.</p>
	<p><b>Section 4. Criminal Prosecution Defence</b></p>
	<p><b>We</b> will pay the professional fees incurred following a successful requital of <b>you</b> in a Criminal Prosecution relating to a strict liability offence providing that (a) the matter is reported to <b>us</b> within 14 days of <b>you</b> being made aware of the potential prosecution and (b) reasonable prospects of success exist for the duration of the claim</p>
	<p><b>Section 5. Tax Protection</b></p>
	<p><b>We</b> will negotiate and represent <b>you</b> in respect of a Full tax enquiry by the HMRC into <b>your</b> personal tax affairs (this does not cover self-employed persons).</p>
	<p><b>Section 6. Jury Service</b></p>
	<p>Cover for salary or wages for time lost at work whilst attending jury service provided that these are not legally recoverable from the court or <b>your</b> employer (this does not cover self-employed persons).</p>
<p><b>Section 7. Contract Disputes</b></p>	
<p>Negotiation of <b>your</b> legal rights in disputes arising from an alleged agreement including buying or hiring of any goods or services or the selling of any goods or services or buying or selling of <b>your</b> Principle home           (Please note the amount in dispute must be more than £100).</p>	
<p><b>Section 8. Property Protection</b></p>	
<p>Civil actions relating to material property (including <b>your</b> principle home) which causes or could cause physical damage to the property or concerns nuisance or trespass including boundary disputes.</p>	
<p><b>Section 9. Education</b></p>	
<p>We will provide assistance to appeal against the decision of your Local Education Authority (LEA) where <b>your</b> child who is permanently living with <b>you</b>, is not allocated a place at one of <b>your</b> nominated schools and the LEA has not followed their admission policy.           This section is subject to a claims limit of £5,000</p>	

	<p><b>Section 10. Probate</b></p> <p>To pursue a claim by <b>you</b> in respect of a dispute relating to the validity of the will of <b>your</b> parents or grandparents, children, step-children or adopted children.</p>
<p><b>Significant Limitations and Exclusions</b></p>	
<p><b>Policy Section</b></p>	<p>Various sections of the policy have specific exclusions relating to cover and are detailed below.</p> <p>Please note that for all Legal Cover Sections of the policy, cover is only provided where there are reasonable prospects of success and the date of occurrence is within the period of insurance.</p>
<p><b>Section 2. Personal Injury</b></p>	<ul style="list-style-type: none"> <li>• Death or Personal injury sustained in a road traffic or other incident involving a motorised vehicle.</li> <li>• Rehabilitation costs not relating to a Personal injury claim accepted under this policy or incurred without our authority.</li> </ul>
<p><b>Section 3. Exclusions Employment Disputes</b></p>	<ul style="list-style-type: none"> <li>• Employment disputes that would not be dealt with by an Employment Tribunal.</li> <li>• For the first £250 of <b>your</b> legal costs incurred in an accepted employment dispute claim.</li> <li>• Disciplinary or grievance procedures relating to <b>your</b> employment (but the advice line may be used).</li> </ul>
<p><b>Section 4. Criminal Prosecution Defence</b></p>	<ul style="list-style-type: none"> <li>• An offence relating to a Motor Vehicle.</li> <li>• An offence relating to <b>your</b> business or profession.</li> <li>• Any matter that is reported after 14 days of <b>you</b> being made aware of the potential prosecution.</li> <li>• Any fees incurred where the charges against <b>you</b> are not dismissed or <b>you</b> are not acquitted.</li> <li>• Any fees <b>You</b> are entitled to recover under Legal Aid or in excess of the rates that would be payable by the Legal Aid agency whether or not Legal Aid is available</li> </ul>
<p><b>Section 5. Tax Protection</b></p>	<ul style="list-style-type: none"> <li>• Tax investigations that arise from issues other than earnings as an employee where <b>you</b> pay income tax via PAYE or benefits listed on <b>your</b> P11D.</li> <li>• Tax investigations where <b>you</b> are self employed.</li> </ul>
<p><b>Section 6. Jury Service</b></p>	<ul style="list-style-type: none"> <li>• <b>You</b> are self-employed and have sustained loss of earning, income, salary, wages or other losses relating to attending Jury Service.</li> </ul>
<p><b>Section 7. Contract Disputes</b></p>	<ul style="list-style-type: none"> <li>• The contract dispute relates to the purchase or sale of land or buildings other than <b>your</b> Principle home.</li> </ul>

	<ul style="list-style-type: none"> <li>• Claims relating to items/property purchased via Auction or that have previously been repossessed.</li> <li>• Contracts relating to motor vehicles.</li> <li>• Claims relating to Construction/building work (including internal or external structural alterations).</li> <li>• Professional Fees incurred and Defendant’s costs where <b>your</b> defence to a claim is not wholly successful.</li> <li>• Where the contract was entered into outside the period of cover.</li> </ul>
<p><b>Section 8. Property Protection</b></p>	<p>For the first £250 of <b>your</b> legal costs incurred in an accepted claim relating to trespass, boundary disputes or nuisance.</p>
<p><b>Section 9. Education</b></p>	<ul style="list-style-type: none"> <li>• Where <b>you</b> failed to nominate the school covering <b>your</b> address within their catchment area, in <b>your</b> application.</li> <li>• Where <b>you</b> did not nominate the maximum number of schools in <b>your</b> application.</li> <li>• Where <b>you</b> include a school within <b>your</b> application that is outside of the LEA’s area.</li> <li>• Where the application was due or the allocation occurred within the first 6 months of inception of cover.</li> <li>• Where <b>you</b> have nominated a school where admission involved examinations or other selection criteria.</li> </ul>
<p><b>Section 10. Probate</b></p>	<ul style="list-style-type: none"> <li>• Where the deceased did not make a will or a will cannot be traced (intestate).</li> <li>• Where the will does not fulfill the legal requirements of making a will.</li> </ul>
<p><b>General Policy Exclusions</b></p>	<p><b>The following General primary exclusions and limitations (i.e. relating to all policy sections) where we will not pay legal costs or expenses under this policy are detailed below:-</b></p> <ul style="list-style-type: none"> <li>• Where <b>you</b> pursue a claim outside the jurisdiction of the courts of England, Wales Scotland and Northern Ireland.</li> <li>• The matter arising to the claim was not caused by a single or sudden incident or event.</li> <li>• We consider it unlikely a reasonable settlement and recovery will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit.</li> <li>• Where <b>you</b> have not reported the matter as soon as reasonably possible or taken action, without <b>our</b> consent, that alters the likely outcome or the way <b>your</b> case could have been dealt with.</li> <li>• <b>You</b> incurred such legal costs and expenses without <b>our</b> prior written authorisation or they were incurred as a result of a significant default or delay on <b>your</b> part.</li> <li>• Such legal costs and expenses for claims which arise from a criminal act or omission.</li> <li>• Applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.</li> <li>• Prior to the issue of any proceedings <b>you</b> must use the representative or solicitor nominated and appointed by <b>us</b>.</li> </ul>

	<ul style="list-style-type: none"> <li>In no case will we pay more than <b>£75,000</b> during the period of insurance.</li> </ul>
<b>Period Of Insurance</b>	This policy is valid for one year and will expire one calendar year from the date it was issued.
<b>How to Make a Claim</b>	<p>If <b>you</b> need to make a claim, please contact the administrator:</p> <p>Lexelle Limited          PO Box 4428          Sheffield          S9 9DD          Telephone: 0114 2493300          Email: <a href="mailto:assist@lexelle.com">assist@lexelle.com</a></p>
<b>How to Complain</b>	<p><b>We</b>, the firm that arranged <b>your</b> insurance with <b>us</b>, and the administrator aim to provide <b>you</b> with a prompt and efficient service at all times but on occasions this may not be possible and <b>we/they</b> may fall short of <b>your</b> expectations. If <b>we</b> or they, have not provided <b>you</b> with a prompt and efficient service and <b>you</b> wish to complain, please contact the administrator:</p> <p>Lexelle Limited. PO Box 4428, Sheffield S9 9DD, Telephone: 0114 249 3300, Email: <a href="mailto:assist@lexelle.com">assist@lexelle.com</a>.</p> <p>If <b>your</b> complaint is in relation to the way in which <b>your</b> insurance was sold, the firm that arranged <b>your</b> insurance with <b>us</b> and the administrator will deal with <b>your</b> complaint.</p> <p>If <b>your</b> complaint is about <b>our</b> service, the policy terms and conditions, or a claim, the administrator may refer <b>your</b> complaint to <b>us</b>.</p> <p><b>We</b> or the administrator will investigate <b>your</b> complaint and issue a final response letter.</p> <p>If <b>you</b> are unhappy with the final response and <b>you</b> are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) <b>you</b> may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and <b>you</b> have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate <b>your</b> complaint until <b>you</b> have received a final response letter or eight weeks has passed since <b>you</b> notified <b>your</b> complaint.</p> <p>Their contact details are:</p> <p>Financial Ombudsman Service. Exchange Tower, London, E14 9SR. Website: <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>. Email: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>. Phone: 0800 023 4567 or 0300 123 9 123</p> <p>The Financial Ombudsman Service decision is binding on <b>us</b> but not <b>you</b>. The complaints procedure set out above does not affect <b>your</b> right to take legal action against <b>us</b>, the firm that arranged <b>your</b> insurance with <b>us</b>, or the administrator.</p>
<b>Your Rights to Cancel</b>	<p>To effect cancellation of <b>your</b> policy, <b>you</b> should contact the administrator.</p> <p><b>Cancellation by You during the Cooling-Off Period</b></p> <p>This insurance provides <b>you</b> with a cooling-off period to decide whether <b>you</b> wish to continue with the full policy. The cooling-off period is for 14 days from the date <b>you</b> receive <b>your</b> policy documentation.</p> <p>If a period of less than 14 days has elapsed since <b>you</b> received <b>your</b> policy documentation, and</p>

	<p><b>you</b> have not made a claim, <b>you</b> have the right to cancel the policy and receive a refund of the premium <b>you</b> have paid:</p> <ul style="list-style-type: none"><li>• If at the date of cancellation <b>your</b> policy has not yet commenced <b>you</b> will receive a full refund of the premium <b>you</b> have paid from <b>us</b>; or</li><li>• If <b>your</b> policy has already commenced, <b>you</b> will receive a refund of premium from <b>us</b>, equivalent to the unexpired period of insurance on a pro rata basis.</li></ul> <p><b>Cancellation by You – after the Cooling-Off Period</b> <b>You</b> may cancel this policy by contacting <b>us</b> through the administrator.</p> <p>There shall be no refund of premium if <b>you</b> cancel the policy.</p>
<p><b>Details about Our Regulator</b></p>	<p>This insurance is arranged by Lexelle Limited who are authorised and regulated by the Financial Conduct Authority FCA Reg. No. 312782. The policy is underwritten by Elite Insurance Company Limited. Registered in Gibraltar. Company No. 91111. Registered Office Address: 47/48 The Sails, Queensway Quay, Queensway, Gibraltar GX11 1AA.</p> <p>Elite Insurance Company Limited is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of both Lexelle and Elite Insurance Co Ltd authorisation and regulation by the Financial Conduct Authority are available from upon request.</p>
<p><b>Financial Services Compensation Scheme</b></p>	<p><b>We</b> are a member of the Financial Services Compensation Scheme (FSCS). <b>You</b> may be entitled to compensation from this scheme if <b>we</b> cannot meet <b>our</b> liabilities under this policy. Further information about the scheme is available on the FSCS website at <a href="http://www.fscs.org.uk">www.fscs.org.uk</a> or by writing to:</p> <p>Financial Services Compensation Scheme. 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. Email: <a href="mailto:enquiries@fscs.org.uk">enquiries@fscs.org.uk</a> or by phone on 0207 892 7300.</p>