

Family Legal Expenses Policy



Paragon

Paragon Household

London House • Thames Road • Crayford • Kent • DA1 4SL

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Introduction to your Family Legal Expenses Platinum Insurance Policy

Introduction

This policy is evidence of a legally binding contract of insurance between **you** (the **insured**) and **us** (Elite Insurance Company Limited). **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**, and
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract.

You must read this policy and **schedule** together. Please check these documents carefully to make certain they give **you** the cover **you** want.

We agree to insure **you** under the terms, **condition(s)** and exceptions contained in this policy or in any endorsement applying to this policy. The insurance provided by the policy covers legal expenses arising from certain events that may occur within England, Wales, Scotland and Northern Ireland during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Nobody other than **you** (and the **insured person**) and **us** (Elite Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and **condition(s)** of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.



Jason Smart
Chief Executive Officer
Elite Insurance Company Limited

Guidance notes

The guidance notes that are included throughout the policy are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy.

The parties involved in your Insurance

Your insurance has been arranged and placed with **us** by Lexelle Limited. They are authorised and regulated by the Financial Conduct Authority (312782)

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

Throughout this policy document they are referred to as the **administrator**, and as the firm that arranged **your** insurance with **us**. They can be contacted at:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD

Tel: 0114 249 3300
Email: assist@lexelle.com

You should contact them if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

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).

Making a claim

If **you** need to make a claim, please contact the **administrator**:

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD

Telephone: 0114 249 3300
Email: assist@lexelle.com

You must supply the **administrator** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide the **administrator** with any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone or in writing, using the contact details set out above.

The **administrator** or **we** will make a preliminary assessment of the merits of **your claim**. If the **administrator** or **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, the **administrator** or **we** will appoint an **authorised representative** selected by **them** or **us** to act on **your** behalf in respect of **your claim**.

If **we** or the **administrator** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we/the administrator** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we/the administrator** will tell **you**, and if requested by **you** provide confirmation in writing.

If **you** accept **our/the administrator's** advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that claim.

If **you** do not accept **our** advice, the **administrator** or **we** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** or the **administrator** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We or the **administrator** will take over and conduct any **civil claim** for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by **us** or the **administrator** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by the **administrator** or **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We or the **administrator** may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If the **administrator** or **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we/the administrator** will tell **you** in writing.

We cannot settle a claim until the full annual premium has been paid to **us**. If **you** are paying **your** premium by monthly instalments **you** will be asked to pay any outstanding premium in full before **we** will deal with **your claim**. Alternatively, the **administrator** or **we** may deduct the amount of any outstanding premium from any claim payment **we** make to **you**.

If **you** are unhappy with the way **we**, the **administrator** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'What to do if you have a complaint' section of the policy.

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us** and to **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy and the **schedule** (which may make reference to endorsements) very carefully. **You** should pay special attention to the general exceptions and general terms and **condition(s)** of this policy.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the **administrator** or **us** immediately.

Important

If **you** fail to tell **us** or **you** delay telling **us** about an incident that may lead to a claim and this increases **our** claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers.

You are also required to update **us** with any changes to the information **you** provided at the time **you** asked **us** to insure **you**. When **you** tell **us** about these changes **we** may adjust the premium. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers. This includes a change of name or title and if **you** change **your** address.

This is not a full list and if **you** are in any doubt **you** should advise the firm that arranged and placed **your** insurance with **us** for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

Important information about your insurance with us

Data protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation **we** are required to tell **you** about how **we** will use the information that **you** give **us**, who **we** may share information with and the systems **we** have in place that allow **us** to detect and prevent fraudulent applications for insurance and claims.

Insurance Administration

We will use the information that **you** give to **us**, the firm that arranged **your** insurance with **us**, and the **administrator** and anybody appointed by them or **us** for the purposes of administering **your** insurance or a claim, including any **authorised representative**. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring **our** or the **administrator's** compliance with regulatory requirements.

Where this happens **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

In giving the firm that arranged **your** insurance, information about another person, **you** confirm that they have given **you** permission to give the information to **us**, the firm that arranged **your** insurance with **us**, and the **administrator** and that **we/the administrator** may process it (including any sensitive data – see below) for the purposes as set out in these notices.

The firm that arranged **your** insurance, the **administrator** and **we** may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with **us** or if **you** make a claim and the information shared with anyone acting on **our** behalf to administer **your** insurance or a claim (e.g. any appointed service providers or **authorised representatives**).

Credit Searches

To help **us** to prevent fraud and to check **your** identity, the **administrator** and **we** may search files made available to **us** by credit reference agencies, which may keep a record of that search.

Sensitive Data

In order to assess the terms of **your** insurance or to administer claims **we** may need to collect data that Data Protection legislation defines as sensitive (such as criminal convictions). In taking out insurance with **us** **you** are giving **us** **your** consent to such information being processed by **us**, the **administrator**, companies belonging to **our** group and other companies contracted by **us** to provide services relating to **your** insurance or to a claim.

On payment of a £10 fee **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this **you** can write to the Data Protection Officer at Elite Insurance Company Limited. **Our** UK address is shown below.

Elite Insurance Company Limited
Newton Chambers
Isaac Newton Way
Grantham
Lincolnshire
NG31 9RT

Information on Products and Services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** prefer not to receive information from **us** or any company that provides services on **our** behalf then please write and advise the **administrator**.

Fraud prevention, detection and claims history

Other Insurers

We may pass information about **you** and this policy to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

Telephone Recording and Document Management

For **our** joint protection telephone calls may be recorded and monitored by the firm that arranged **your** insurance, **us** and the **administrator**.

We or the **administrator** or any other service providers appointed by **us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

Our service commitment

Customer Feedback

If **you** have any suggestions or comments about how the firm that arranged **your** insurance with **us**, **we** or the **administrator** could improve **our** cover or the service **we**/the **administrator** have provided please write to them.

The **administrator** and **we** welcome feedback to enable them or **us** to improve products and services.

In the event that **we** are unable to continue to trade with the **administrator** because they have ceased to trade through bankruptcy or liquidation or in the event that their relevant FCA authorisation is revoked **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

Definition of terms used (displayed in bold font in this policy)

Guidance notes

The words or phrases shown below have the same meaning wherever they appear in this policy (in bold or italic font) and your schedule and any endorsements.

Administrator

Lexelle Limited.

Authorised representative

An appropriately qualified professional person or firm appointed by the **administrator** or **us** to act on **your** behalf when a claim is made under this insurance.

Civil Claim

is a dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

Condition

Is an obligation that **you** must perform. If **you** do not perform a **condition we** might not be under any liability to pay anything under the terms of this policy.

Defendant's costs

Legal costs and expenses the **insured** or **insured person** is ordered to pay to another party that can be enforced against the **insured** in making a **civil claim** that has been pursued under this policy.

Free legal advice

Initial verbal **legal advice** over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

Insured(s)

The person named in the **schedule** to this policy.

Insurer

Elite Insurance Company Limited.

Insured person(s)

The **insured** and any member of the **insured's** family residing at the **principal home** including civil partners and children for whom the **insured** their spouse or civil partner are the legal guardian.

LEA

The local education authority covering the location of **your principal home** and where **you** must be registered on the electoral role.

Legal advice

Means any advice provided by **our** or the **administrator's** in-house legal advisors to assist **you** in **your claim**.

Legal assistance

Actions taken by the **administrator** and/or an **authorised representative** whilst pursuing **your claim** accepted under this policy including their **professional fees**.

Legal proceedings

A claim for damages or compensation pursued in a court of law within England and Wales, Scotland and Northern Ireland.

Maximum amount

£75,000 (including a maximum of £25,000 for any employment dispute claims and £5,000 towards rehabilitation costs) in total, including **professional fees** and **defendants costs**, for one or more claims during a single **period of insurance**.

Period of insurance

The period stated in the **schedule** to this policy.

Principal home

The property identified in the **schedule** to this policy and where the **insured person(s)** are listed on the electoral roll. **We** may, after receiving a written request from the **insured**, accept a change of address however, the new address must continue to be the **insured's** only or **principal home**.

Professional fees

Fees or costs reasonably incurred by the **authorised representative**, with **our** or the **administrator's** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative**; and that **our** or the **administrator's** prior permission has been obtained prior to incurring any disbursements.

Reasonable prospect of success

The matter falling within the cover provided by sections 1-10 of this insurance has a greater chance than not of being wholly successful at the time of reporting **your claim** and, throughout the conduct of **your claim**.

Rehabilitation treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Council and recommended by a qualified medical practitioner and **us**, and requested by **your authorised representative**.

Schedule

The document that shows **your** details and the insurance provided that forms part of this contract of insurance.

Small claim(s)

A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the **small claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

Strict liability

Criminal offence that an **insured person** has committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction (*mens rea*).

Unoccupied

The **principal home** is not lived in by an **insured person** for 30 or more consecutive days or, a total of 90 or more days during the **period of insurance**.

We, our, us

Elite Insurance Company Limited.

You, your

The person named as the **insured** in the **schedule** to this policy or an **insured person**.

Your claim

A claim for costs, **defendant's costs**, **legal assistance** or **legal advice** covered under Sections 1-10 of this insurance.

Insurance provided – the cover we offer

The sections of this insurance that are available are shown in the table below:

Section	Cover
1	Free Legal Advice
2	Personal Injury
3	Employment Disputes
4	Criminal Prosecution Defence
5	Tax Protection
6	Jury Insurance
7	Contract Disputes
8	Property Protection
9	Education
10	Probate

The sections **you** are covered for under this insurance are shown on **your schedule**. Cover is subject to any endorsement(s) shown on **your schedule**.

The general exceptions and general terms and **condition(s)** of this insurance policy apply to all sections of policy cover.

Section 1. Free legal advice

Guidance notes

This section of your policy provides cover for a limited free legal advice service over the telephone

What is insured?

We provide access to a **free legal advice** telephone line for advice on personal legal matters covered by this policy.

What is not insured?

- Any advice relating to any legal matter that will not be covered under this policy.

Section 2. Personal injury

Guidance notes

This section of your policy provides cover for legal assistance to recover compensation should you suffer an accident that results in personal injury or death

What is insured?

This section of cover provides **legal assistance** to recover compensation and **defendants costs** should **you** suffer personal injury or death.

Where **your claim** for the pursuit of personal injury has been accepted and it is reasonable and necessary **we** will (when supported by medical evidence) provide **rehabilitation treatment** up to £5,000.

What is not insured?

- Rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our** / the **administrators** written authority.
- Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.
- Any injury caused in a road traffic or other incident where **you** were the driver or passenger in a private motorised vehicle.
- Clinical or medical negligence or pharmaceutical or any related claims (including but not limited to tobacco products).
- Industrial disease/deafness claims.

Section 3. Employment disputes

Guidance notes

This section of your policy provides cover for professional fees up to £25,000 for unfair or wrongful dismissal, redundancy or unlawful discrimination.

What is insured?

Professional fees (up to £25,000) for **us** to negotiate **your** legal rights concerning a claim against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **your** employer falling within the jurisdiction of an employment tribunal.

What is not insured?

- The first £250 of **professional fees** incurred following acceptance of **your** employment dispute claim under this policy. This is payable as soon as **we** accept the claim.
- Any claim not reported to **us** or the **administrator** within 30 days following **your** dismissal or **you** becoming aware of the discrimination giving rise to **your claim**.
- Where **you** have reported **your claim** within 30 days but have not sought and/or followed the advice of the **administrator** or **authorised representative**.
- Any employment dispute not dealt with by an employment tribunal.

Section 4. Criminal prosecution defence

Guidance notes

This section of your policy provides cover for professional fees against a strict liability criminal prosecution brought against you where you are subsequently proven to be innocent.

What is insured?

Following the successful acquittal of an **insured person** in a criminal prosecution involving a **strict liability** offence **we** will pay the **insured's professional fees** incurred following a successful defence provided that:

- the matter is reported to **us** within 14 days of **you** being made aware of the prosecution;
- **you** were unaware that a criminal offence had been committed by **you**;

- any sums **you** are entitled to recover elsewhere are recovered and applied first to your **professional fees** after which **we** will pay the shortfall subject to the policy limit, terms and **condition(s)**;

What is not insured?

- Any criminal offence which is not a **strict liability** offence; and
- Any **strict liability offence**:
 - involving a motor vehicle, or offences of a sexual nature;
 - not committed during the **period of insurance**;
 - related to the **insured person's** business or profession, or in relation to a claim under an insurance policy/claim.
- **Any professional fees** incurred unless all charges against the **insured person** are dismissed or the **insured person** is acquitted;
- Any **professional fees** following a means test the **insured** is entitled to recover under legal aid;
- Any **professional fees** in excess of the rates that would be payable by the legal aid agency whether or not legal aid is available to the **insured**.

Section 5. Tax protection

Guidance notes

This section of your policy provides cover for proceedings in respect of a full personal tax enquiry by the HM Revenue and Customs

What is insured?

Professional fees in any appeal proceedings in respect of a full enquiry by the HMRC into **your** personal tax affairs, if the full enquiry related to **your** PAYE earnings and/or P11D benefits pertaining to **your** work as an employee.

What is not insured?

- Any **professional fees** arising from, involving/related to:
 - any earnings outside **your** contracted employment;
 - criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;
 - any loan arrangement with **your** employer;
 - any issue relating to shares.

Section 6. Jury service

Guidance notes

This section of your policy covers for loss of salary or wages up to defined limits should you be required to attend Jury Service

What is insured?

We will pay **your** salary or wages for the time that **you** are unable to work whilst attending jury service that are not payable by the court or **your** employer.

Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- the time **you** are off work. **We** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- if **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- if **you** work part time the salary or wages will be based on the last six months average earnings;

In any event **we** will not pay more than £100 a day or £1,000 in total for any one claim.

What is not insured?

- The policy only covers loss of salary or wages that would be paid by **your** employer if **you** had attended work.
- There is no cover for lost income or other losses suffered by a business or a self-employed person.
- There is no cover for loss of bonus or overtime.

Section 7. Contract disputes

Guidance notes

This section of your policy provides legal assistance or legal advice for contract disputes including buying or hiring of goods, selling goods, buying or selling your principal home

What is insured?

Legal assistance and **defendants costs** to pursue **your** legal rights in a dispute arising from a contract, which **you** have entered into for:

- buying or hiring of any goods or services; or
- selling of any goods **you** own;
- buying or selling of **your principal home**.

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of insurance**; and
- Where the sum in dispute is a **small claim**, cover will be restricted to **legal advice** only.

What is not insured?

Any claim or dispute relating to the following:

- a contract regarding or relating to **your** profession, business or employment;
- a lease, licence or tenancy of land or buildings;
- construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building;
- the sale or purchase of any land or building other than **your principal home**;
- a contract involving a motor vehicle;
- advice, sale, cover or settlement payable under an insurance or other financial product or service;
- where the contract is not confirmed in writing;
- items/property sold at auction or through an auction website;
- any dispute with a local or government authority;

- items or property that have previously been repossessed;
- **professional fees** and/or **defendants costs** where **your** defence to a claim is not wholly successful;
- the purchase or sale of **your principal home** that fails prior to legal completion;
- any dispute regarding any goods or services which is not intended for the personal use of an **insured person** or within **your principal home**.

Section 8. Property protection

Guidance notes

This section of your policy provides legal cover to pursue a civil claim relating to material property owned by you including nuisance or trespass

What is insured?

We will negotiate **your** legal rights to pursue a civil claim relating to material property (including **your principal home**), which is owned by **you** following:

- an event which causes, or could cause, physical damage to such property; or
- any nuisance or trespass.

What is not insured?

Any claim relating to the following:

- a contract entered into by an **insured person**;
- any building or land other than the **principal home**;
- any event occurring whilst the **principal home** was left **unoccupied**;
- someone legally taking **your** material property, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public local authority unless the claim is for accidental damage;
- work done by or on behalf of any government or public authority unless the claim is for accidental damage;
- a motorised vehicle;
- mining subsidence;
- defending any claim for property damage caused by **you**, but defending a counter claim resulting from a damage claim being pursued under this policy is covered;
- the first £250 of **professional fees** incurred following acceptance under this policy of **your claim** for nuisance or trespass. This is payable as soon as **we** accept the claim;
- any matter where the value of the loss is less than £100.

Section 9. Education

Guidance notes

This section of your policy provides cover for appeals related to your child(ren) not being allocated a place in your selected school(s) as part of the admissions process.

What is insured?

We will provide **legal assistance** when appealing against the decision of **your LEA** arising from the **LEA's** failure to follow their published admissions policy, resulting in **your** child who is permanently living with **you**, not being allocated a place at one of **your** nominated schools.

The most **we** will pay under this section in respect of any claim(s) is £5,000 in any one **period of insurance**.

What is not insured?

Any claim where:

- **you** failed to nominate in **your** application, the school covering **your only or principal home** within their catchment area;
- **you** did not nominate the maximum number of schools in **your** application;
- **you** did not follow the **LEA's** application or the appeals process (this includes missed deadlines);
- **you** include a school within **your** application that is outside of the **LEA's** area;
- the application was due or the allocation occurred within the first 6 months of inception of cover;
- **your** child has been expelled, suspended or permanently excluded from another school;
- the allocation of places does not rest with the **LEA**;
- **you** have nominated a school where admission involved examinations or other selection criteria;
- **your** child is under the age of 5 years old (other than for admission disputes arising from the academic year during which they will have their 5th birthday);
- **your** child will be 17 years old or older during the next academic year.

Section 10. Probate

Guidance notes

This section of your policy provides cover for legal assistance to challenge a will

What is insured?

We will provide **legal assistance** to challenge the validity of a will of **your** parents or grandparents, children, stepchildren or adopted children.

What is not insured?

- Any claim where the deceased did not make a will (died intestate) or, the will subject to the dispute cannot be traced;
- Any claim where the will subject to the dispute does not fulfil the legal requirements for making a will in that the will is either not in writing or, has not been signed by two witnesses in the presence of the person making the will or, has not been signed by or on behalf of the person making the will;
- The defence of any probate dispute including the validity of a will;
- Any claim arising under The Inheritance (Provision for Family and Dependants) Act 1975.

General exceptions

Guidance notes

Throughout this insurance you have seen exceptions that apply to each section. These general exceptions apply to all sections.

Claims occurring as a result of the items specified below are not covered.

THESE GENERAL EXCEPTIONS APPLY TO THE WHOLE OF THE INSURANCE

Your insurance does not cover:

- any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- prosecutions which allege dishonesty or violence;
- claims made against **us**, the **administrator**, or the firm that arranged and placed **your** insurance with **us**;
- divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation;
- custody, guardianship, parental or other access rights;
- disputes between any **insured person(s)** and/or any family members or persons related to an **insured** by blood or marriage not residing at the **insured's** address. This provision does not apply to section 10 of **your** cover;
- patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- any venture for gain undertaken outside of an employment contract;
- directorship or partnership disputes;
- verbal contracts;
- an incident which:
 - o occurred outside of England, Wales, Scotland or Northern Ireland; or
 - o did not occur during the **period of insurance** stated in the **schedule**;
- any claims caused by, contributed to, by or arising from:
 - o Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
 - o The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
 - o War, terrorism (as defined in the Terrorism Act 2000 and as subsequently updated), invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
 - o Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed.

Your insurance does not cover **professional fees** and/or **defendant's costs**:

- of a **small claim**;
- incurred in claiming damages or compensation in respect of loss or damage covered by another policy of insurance;
- where they are covered by another policy of insurance;
- where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- in respect of any matter that was not caused by a specific or sudden incident/event;
- in excess of those recoverable under the Civil Procedure Rules or other agreement between the parties;
- where **we** have agreed someone other than **our** nominated **authorised representative** may act for **you**, **we** will not pay any sums in excess of what **we** would have paid to an **authorised representatives** that **we** would have appointed to undertake the same work;
- incurred before **we** have received full details of/for any event or **claim** or before **we** have accepted **your claim**;
- over and above the **maximum amount** payable under this insurance in any one **period of insurance**;
- where, in **our**, the **administrator's** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- where **your** defence is not wholly successful;
- for claims incurred after **you**, **we** or the **administrator** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- incurred after **we** or the **administrator** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- for any appeal made without **our** or the **administrator's** consent in writing, or after receiving **our** or their written consent, incurred after **you** have received professional advice that the appeal does not have a **reasonable prospect of success**;

- where **you** have failed to comply with a **condition** or the terms and **condition(s)** of this policy of insurance;
- where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you**;
- where **you**, without a good reason, instruct the **authorised representative** to cease acting for or representing **you**;
- for claims which arise from a criminal act, intention or omission by an **insured person**;
- **we** will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy;
- for applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

If **you** or any person acting on **your** behalf submits a claim or makes a request for payment, knowing, or where **you** should have known it to be false, fraudulent, exaggerated, or untrue then this policy will become void, no premium will be refundable and **we** shall be entitled to recover any monies previously paid to **you**. **We** may also share this information with the appropriate law enforcement authorities.

General terms and conditions

Guidance notes

These terms and conditions explain your responsibilities under this contract of insurance.

These general terms and conditions apply to the whole of the insurance

You must comply with the following obligations each of which is a **condition** of this policy:

- Ensure that **we** or the **administrator** receive notification of any event which may give rise to a claim under this policy as soon as possible;
- Ensure that **we** or the **administrator** receive full details of any claim under this policy no later than 180 days after the event giving rise to the **claim**;
- Provide any information requested by **us**, the **authorised representative** or the **administrator** as soon as possible;
- Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- Ensure any claim **you** make is an honest claim and not one which is false or fraudulent;
- Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will at all times co-operate with **us**, the **authorised representative** and the **administrator**.

The authorised representative's obligations

The **authorised representative**, **we** or the **administrator** appointed to act on **your** behalf must:

- Provide **you** and the **administrator** on **our** behalf with a reasoned assessment in writing of the **prospects of success** in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim**, together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted;
- Notify **you** and the **administrator** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide the **administrator** on **our** behalf with such information as they may require from time to time about the progress of **your claim**;

- Provide the **administrator** on **our** behalf with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, as to the progress of **your claim** and any change in the **prospects of success** in **your claim** or the likely cost of pursuing **your claim**;
- Deal with **your claim** in such manner as **we** or the **administrator** require from time to time;
- Obtain the **administrator's** or **our** consent in writing before undertaking any of the following:
 - o Issuing **legal proceedings** on **your** behalf;
 - o Instructing counsel, leading counsel or an expert witness on **your** behalf;
 - o Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;
 - o Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy;
 - o Entering into any agreement as to the amount of or liability to pay **defendant's costs**;
 - o Entering into any form of alternative dispute resolution;
 - o Incurring any disbursement;
- Use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs;
- Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and
- If required to do so by **us** or the **administrator** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

Cancellation

To effect cancellation of **your** policy, **you** should contact the **administrator**.

Cancellation by You during the Cooling-Off Period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with the full **policy**. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a claim, **you** have the right to cancel the policy and receive a refund of the premium **you** have paid as follows:

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid from **us**; or
- If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired **period of insurance** on a pro rata basis.

Cancellation by You – after the Cooling-Off Period

You may cancel this policy by contacting **us** through the **administrator**.

There shall be no refund of premium if **you** cancel the policy.

This policy is not transferable.

Guidance notes

Please note that any refund from us during the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

What to do if you have a complaint

We, the firm that arranged **your** insurance with **us**, and the **administrator** aim to provide **you** with a prompt and efficient service at all times but on occasions this may not be possible and **we**/the **administrator** may fall short of **your** expectations. If **we** or the **administrator**, or an appointed service provider have not provided **you** with a prompt and efficient service and **you** wish to complain, please contact the **administrator**:

Lexelle Limited
PO Box 4428
Sheffield S9 9DD

Telephone: 0114 249 3300
Email: assist@lexelle.com

If **your** complaint is in relation to the way in which **your** insurance was sold, the firm that arranged **your** insurance with **us** and the **administrator** will deal with **your** complaint.

If **your** complaint is about **our** service, the policy terms and **conditions**, or a claim, the **administrator** may refer **your** complaint to **us**.

We or the **administrator** will investigate **your** complaint and issue a final response letter.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks has passed since **you** notified **your** complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us**, the firm that arranged **your** insurance with **us**, or the **administrator**.

Financial Services Compensation Scheme

Elite Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU



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Licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and is authorised to operate in the UK by the Financial Conduct Authority Registration No.

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