

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.

This Family Legal Expenses Insurance policy has been arranged by Lexelle Limited, with UK General Insurance Limited on behalf of Great Lakes Insurance SE, Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Lexelle Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

Significant Features

Section 1. Free Legal Advice Line

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 : **0114 249 3300**

Section 2. Personal Injury

Legal assistance in respect of death or bodily injury sustained by **you**.

Up to £5,000 Rehabilitation costs connected to **your** claim.

Section 3. Employment Disputes

Up to £25,000 cover for negotiation of **your** legal rights for a claim that would be dealt with via an Employment Tribunal against **your** employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by **your** employer.

Section 4. Criminal Prosecution Defence

We will pay the professional fees incurred in the successful defence of **you** in a Criminal Prosecution providing that (a) the matter is reported to **us** within 14 days of **you** being made aware of the potential prosecution and (b) reasonable prospects of success exist for the duration of the claim

Section 5. Tax Protection

We will negotiate and represent **you** in respect of a Full tax enquiry by the Inland Revenue into **your** personal tax affairs (this does not cover self-employed persons).

Section 6. Jury Service

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 **your** employer (this does not cover self-employed persons).

Section 7. Contract Disputes

Negotiation of **your** 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 **your** Principle home

(Please note the amount in dispute must be more than £100).

Section 8. Property Protection

Civil actions relating to material property (including **your** principle home) which causes or could cause physical damage to the property or concerns nuisance or trespass including boundary disputes.

Section 9. Education

We will provide assistance to appeal against the decision of **your** Local Education Authority (LEA) where **your** child who is permanently living with **you**, is not allocated a place at one of **your** nominated schools.

This section is subject to a claims limit of £5,000

Section 10. Probate

To pursue a claim by **you** in respect of a dispute relating to the will of **your** parents or grandparents, children, step-children or adopted children.

Significant Limitations and Exclusions

Various sections of the policy have specific exclusions relating to cover and are detailed below.

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.

Section 2. Personal Injury

- Death or Personal injury sustained in a road traffic or other incident involving a motorised vehicle.
- Rehabilitation costs not relating to a Personal injury claim accepted under this policy or incurred without **our** authority.

Section 3. Employment Disputes

- Employment disputes that would not be dealt with by an Employment Tribunal.
- For the first £250 of **your** legal costs incurred in an accepted employment dispute claim.
- Disciplinary or grievance procedures relating to **your** employment (but the advice line may

be used).

Section 4. Criminal Prosecution Defence

- An offence relating to a Motor Vehicle.
- An offence relating to **your** business or profession.
Any matter that is reported after 14 days of **you** being made aware of the potential prosecution.
- Any fees incurred where the charges against **you** are not dismissed or **you** are not acquitted.

Section 5. Tax Protection

- Tax investigations that arise from issues other than earnings as an employee.
- Tax investigations where **you** are self employed.

Section 6. Jury Service

- **You** are self-employed and have sustained loss of earning, income, salary, wages or other losses relating to attending Jury Service.

Section 7. Contract Disputes

- The contract dispute relates to the purchase or sale of land or buildings other than **your** Principle home.
- Claims relating to items/property purchased via Auction or that have previously been repossessed.
- Contracts relating to motor vehicles.
- Claims relating to Construction/building work (including internal or external structural alterations).
Professional Fees incurred and Defendant's costs where **your** defence to a claim is not wholly successful.
- Where the contract was entered into outside the period of cover.

Section 8. Property Protection

- For the first £250 of **your** legal costs incurred in an accepted claim relating to trespass, boundary disputes or nuisance.

Section 9. Education

- Where **you** failed to nominate the school covering **your** address within their catchment area, in **your** application.
- Where **you** did not nominate the maximum number of schools in **your** application.
- Where **you** include a school within **your** application that is outside of the LEA's area.
- Where the application was due or the allocation occurred within the first 6 months of inception of cover.
- Where **you** have nominated a school where admission involved examinations or other selection criteria.

Section 10. Probate

- Where the deceased did not make a will or a will cannot be traced (intestate).

General Policy Exclusions

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:-

- Where **you** pursue a claim outside the jurisdiction of the courts of England, Wales Scotland Northern Ireland, Channel Islands and the Isle of Man
- The matter arising to the claim was not caused by a single or sudden incident or event.
- 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.

- Where **you** have not reported the matter as soon as reasonably possible or taken action, without **our** consent, that alters the likely outcome or the way **your** case could have been dealt with.
- **You** incurred such legal costs and expenses without **our** prior written authorisation or they were incurred as a result of a significant default or delay on **your** part.
- Such legal costs and expenses for claims which arise from a criminal act or omission.
- Applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.
- Prior to the issue of any proceedings **you** must use the representative or solicitor nominated and appointed by **us**.
- In no case will **we** pay more than **£75,000** during the period of insurance.

Period Of Insurance

This policy is valid for one year and will expire one calendar year from the date it was issued.

How to Make a Claim

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

Lexelle Limited
PO Box 4428
Sheffield
S9 9DD
Telephone: 0114 2493300
Email: assist@lexelle.com

How to Complain

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

RELATING TO THE SALE OF THE POLICY

Please contact **your** agent who arranged the Insurance on **your** behalf.
If **your** complaint about the sale of **your** policy cannot be resolved within three working days, **your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road
Leeds, LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

RELATING TO CLAIMS

If **you** do have any questions, concerns or complaint about the handling of a claim **you** should contact the Claims Manager at Lexelle Ltd. The contact details are: Claims Manager, Lexelle Ltd, P.O. Box 4428, Sheffield, S9 9DD.
Tel 0114 249 3300 Fax 0114 249 3323
Email: assist@lexelle.com

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference: UKGFAMPLAT / 07 / 2017.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. **You** may contact the

Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Tel: 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Your Rights to Cancel

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to Lexelle Ltd, within 14 days of issue and **We** will refund **Your** premium. Thereafter **You** may cancel the policy at anytime, however, no refund of premium will be available.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance

This policy is not transferable.

Details about Our Regulator

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Financial Services Compensation Scheme

We are 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.

Email: enquiries@fscs.org.uk or by phone on 0207 892 7300.