

# Commercial legal expenses

**Policy wording  
British Association of Sports  
Rehabilitators and Trainers**

# Welcome

Welcome to your legal expenses 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

### 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  
Interchange  
81-85 Station Road  
Croydon  
CR0 2AJ

**[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.

### 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.

### For general queries

If you need any help to fully understand what is covered under this policy please contact your insurance broker.

## How to contact us for advice

### For advice

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).

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

## 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:

### 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:

- 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.

### Liquidation

If you are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement of any kind or if any application is made to the Court or a meeting held for these purposes, this policy will automatically terminate. If this happens, cover for costs and compensation will be automatically withdrawn and costs incurred or compensation awarded after the date of withdrawal will not be covered.

### Defined terms

Some of the words we use have a specific meaning, these are highlighted by showing them in **bold** print. Please see the **Defined terms** section to see what these words mean.

**Contents page**

Page 5	Sections of cover
Page 6	What is not covered?
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Page 10	Important information
Page 14	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 and
- **Costs/compensation** subject to the **excesses** and the limits shown in **your policy** schedule and
- **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 and
- 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/the 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

<b>Wording reference</b>	14065907
<b>Sections of cover</b>	
<b>Criminal defence</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<b>We will pay costs for you:</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 (unless a not guilty plea is maintained throughout)</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>All of Criminal defence</b> Where there has been death, or disease, or injury including psychiatric injury or stress which is covered by any other insurance policy <b>you</b> hold, or are required to hold
<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	
<b>Regulatory compliance</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<b>We will pay:</b>	<b>We will not cover claims:</b>
<b>Enforcement notices</b>  <b>Costs</b> to appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	

## What is not covered?

We will not cover **you** for:

1. The defence of legal proceedings concerning:
  - a. injury including psychiatric injury or stress (other than under **Criminal defence**)
  - b. damage to or loss or destruction of property
  - c. an alleged breach of professional duty
2. **Costs/compensation** 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
7. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy**, with **us**, or any Markel group company.
8. Any **costs/compensation** 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/compensation** 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/compensation** 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
15. Any legal costs or expenses for, or incurred as a direct result of, a **cyber act** or **cyber incident**. However, **costs/compensation** incurred indirectly from or arising out of a **cyber act** or **cyber incident** are payable but only to the extent that coverage is provided for by the **Sections of cover** and subject to all of the terms, conditions, warranties and exclusions of this **policy**.

## 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

#### 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/compensation** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs/compensation**
- There are **reasonable prospects of success**, other than: **Section of cover Interview under caution**

If during the course of **your claim** **you** can no longer satisfy **us** of the above, cover under this **policy** for **costs/compensation** will be withdrawn and no **costs/compensation** on or after the date of withdrawal will 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/compensation** will be paid, for example **we** will not pay 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/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/compensation**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable cost 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/compensation** 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/compensation**
- Try to recover as much **costs/compensation** 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/compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs/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/compensation** will be made.

## 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

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs/compensation**, **you** and **your representative** must make every effort to fully recover those **costs/compensation** 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/compensation** and paid to **us**.

If costs are recovered from the other party then that money will be repaid to **us** first until all **costs/compensation** have been repaid.

## Payment

A copy of all invoices for **costs/compensation** **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/compensation**. **We** will reimburse **you** for the **costs/compensation**

subject to the **excesses** and the limits shown in **your policy** schedule. **We** may settle these **costs/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.

### Freedom to choose your representative

**You** will have freedom to choose **your representative** if:

- there is a legal conflict of interest between **you** and **us** and
- at the point of legal proceedings or an inquiry

subject to **us** approving **your** choice, in these circumstances, see **your policy** schedule for details.

In a tax enquiry or any **claim** where **we** may be liable to pay **compensation we** will choose a **representative** to act on **your** behalf.

In all other circumstances, **we** will choose a **representative** to act on **your** behalf.

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 **Complaints about the policy**.

**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

### Fraud

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

The **policyholder** can 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**.

The **policyholder** can 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:

The Underwriting Department  
Markel Legal Expenses Insurance  
20 Fenchurch Street

London  
EC3M 3AZ  
Email: [LEIunderwritersuk@markel.com](mailto:LEIunderwritersuk@markel.com)

The **policy** may be cancelled by **us** at any time, if **we** choose to do this we will give the **policyholder** 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 the **policyholder** have not paid the premium
- A change in risk which means that **we** can no longer provide **you** with this cover
- If **you**/the **policyholder** do not supply any information or documentation that **we** have asked for
- Threatening or abusive behaviour or the use of threatening or abusive language

If this happens, cover under **your policy** for **costs/compensation** will be automatically withdrawn and any **costs/compensation** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

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**.

## Complaints

### About the insurance

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 that cannot be resolved 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)

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.

## About the legal 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 **Complaints - About the insurance** 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).

### **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/compensation** will be automatically withdrawn and any **costs/compensation** incurred on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

### **Communications**

All notices and communications from **us** to **you** regarding **your policy** shall be deemed to have been sent to **you** if sent to your insurance broker (if applicable) or, in relation to any matters arising out of any **claim**, if sent to **your representative**.

## Defined terms

### Any one claim

All **claims** connected by the same:

- Original cause, event, circumstance or related in time or
- Legal proceedings 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**

### Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by **you** or any other party.

### Costs/compensation

#### • 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.

### Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

### Cyber incident

- Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**; or
- Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

### Employee

Any person under a contract of service with **you**

### Excess

The initial amount of **costs/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**

### 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

### Policyholder

The organisation shown in the **policy** schedule that has purchased this **policy** on **your** behalf

### 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:

- 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

### 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) that are members of the **policyholder** and declared to **us**
- 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

[www.uk.markel.com](http://www.uk.markel.com)

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