

# Commercial legal expenses

## **Policy summary**

## **Graybrook Hallam Criminal Prosecution Scheme**

The purpose of this summary is to help you understand your insurance policy. It sets out the significant features, benefits, limitations and exclusions but does not form part of your policy or contain the full terms of the policy, always refer to the policy wording.

**Insurance provider** - Markel International Insurance Company Limited trading as Markel Legal Expenses Insurance, 20 Fenchurch Street, London EC3M 3AZ

**Period of insurance** - 12 months or as otherwise stated in your policy schedule

**Who is this policy for** - It is designed for individuals who want to insure against the costs of legal or professional representation they will incur in the types of disputes described in the sections of cover below.

**Premium** - As stated in your policy schedule

**Advice and online help** - You will have free access to legal telephone advice services by calling the Markel advice line.

**Claims notifications** – This policy only covers claims notified to us within the period of insurance

**Claims handling and notification** – Where you have the legal right of freedom to choose, you may choose your own representative provided the representative is appropriate and their charging rate is fair and reasonable. Initial notification of a claim must be made either by writing to us or calling us using the number shown on your schedule: The Claims Department, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ, [LEIclaimsuk@markel.com](mailto:LEIclaimsuk@markel.com)

**Cancellation** - You may cancel this policy within 14 days of insuring with us or receiving policy documents by writing to us, no charge will be made and any premium you have paid will be refunded. After this, you can write to us to cancel the policy if less than 75% of the period has expired and we will refund your premium less the time we have insured you for (plus 20% administration charge). All provided that you haven't made a claim.

**Your right to complain** - If you are not satisfied you should contact us by writing to: The Customer Services Manager, Markel Legal Expenses Insurance, 20 Fenchurch Street, London, EC3M 3AZ, [LEIcomplaintsuk@markel.com](mailto:LEIcomplaintsuk@markel.com)

We will do our best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR, Helpline: 0800 023 4567, Switchboard: 020 7964 1000, [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform at <http://ec.europa.eu/odr>

**Your right to compensation** - The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

**Disputes** – Any dispute between you and us will be decided by arbitration and subject to the law of England and Wales

<b>The most that we will pay any one claim</b>	Criminal defence: Interview under caution - £5,000 All other Sections of cover - £100,000 or £250,000 (as stated in your schedule)
<b>The most that we will pay for all claims in the period of insurance</b>	£100,000 or £250,000 (as stated in your schedule)
<b>Territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland
<b>Retroactive date</b>	As specified in your policy schedule
<b>Excess any one claim</b>	<b>For our choice of representative</b> £0  <b>If you are able to choose your own representative (see wording for details)</b> Criminal defence: Interview under caution - Not applicable Criminal defence - £1,000

<p><b>Reasonable prospects of success</b></p>	<p>Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections:</p> <ul style="list-style-type: none"> <li>• Criminal defence - Interview under caution</li> </ul> <p>If there is 50% or less chance of the above we will not provide cover</p>
<p><b>What is not covered by this policy?</b></p>	<ul style="list-style-type: none"> <li>• Any costs incurred before we have consented to those costs being incurred</li> <li>• Pre-existing circumstances</li> </ul>
<p><b>Policy benefits/sections of cover</b></p>	<p><b>Significant exclusions/limitations</b></p>
<p><b>Criminal defence</b> We will cover costs for your: _</p>	<p>We will not cover claims:</p>
<p><b>Interview under caution</b> Representation (including written submissions) at an interview under caution</p>	<p><b>Interview under caution</b> Where you are required by the Police to immediately attend an interview under caution at a Police station</p>
<p><b>Prosecution defence</b> Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence</p>	<p><b>Prosecution defence</b></p> <ul style="list-style-type: none"> <li>• Involving a motoring offence</li> <li>• an assault or a sexual offence, fraud or dishonesty (unless a not guilty plea is maintained throughout)</li> <li>• criminal damage, domestic violence or tax proceedings</li> <li>• For your employee, director or a partner of your business if charged under the Corporate Manslaughter or Corporate Homicide Act 2007</li> <li>• Caused by seepage, pollution or contamination of any kind</li> </ul>
<p><b>Motor offences</b></p> <ul style="list-style-type: none"> <li>• Defence of a criminal prosecution where the conviction would result in the loss of a driving licence required by your director or a business partner to carry out essential business activities</li> <li>• Defence of a criminal prosecution for tachograph or weight offences</li> </ul>	<p><b>Motor offences</b> If there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electronic equipment</p>
	<p><b>All of Criminal defence</b> The claim relates to an incident that occurred prior to the retroactive date</p>

**Markel Legal Expenses Insurance**

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

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