

# Family Legal Expenses Insurance Silver Cover



# Insurer

**Insurer: Financial & Legal Insurance Company Limited**

**Office Address: No 1 Lakeside, Cheadle Royal Business Park,  
Cheadle, Cheshire, SK8 3GW**

Financial & Legal Insurance Company Limited is authorised  
by the Prudential Regulation Authority and  
is regulated to operate in the UK by the Financial Conduct Authority  
(FCA Firm Registration Number: 202915)



# Why Would You Need This Insurance?



- Things in life happen.
- That is why we take out insurance, to cover the most common and potentially personal and financial damaging events.
- Your standard Buildings and Contents Insurance covers your property against specific risks and events, and only then against physical damage.
- So what about other events that can effect your life, like an injury, problem with your job, you have paid for a product that does not work or a service that has not been delivered to agreed terms ???

# Product summary



- Maximum cover level option of up to £50,000 of legal assistance cover, should the policyholder or their family members become involved in a legal dispute.

## Covers:

- Free 24x7 legal advice helpline
- Personal injury
- Employment disputes (up to £25,000 limit)
- Tax protection
- Jury service (up to £1,000 limit per claim)
- Contract disputes (not including the sale or purchase of your home)
- Property protection (not including boundary disputes)



# Legal Advice Helpline

## LEGAL HELPLINE SERVICE

### **24/7 FREE LEGAL ADVICE LINE:**

Free Legal Advice Telephone Helpline for legal issues falling under the jurisdiction of the courts of England, Scotland, Wales and Northern Ireland

## Some Important Exclusions

- The Legal Advice Helpline is not to be used as an alternative to making a claim under the policy and offers general advice only

# Personal Injury



<b>PERSONAL INJURY</b>	<b>Some Important Exclusions</b>
<p>Provides cover for legal assistance to recover compensation and defendant's costs in the event of an accident that results in personal injury or death.</p>	<ul style="list-style-type: none"><li>• Any illness or injury that is not due to a sudden or specific event .</li><li>• Road traffic related injuries.</li><li>• Clinical or Medical Negligence related claims.</li></ul>



# Employment Disputes

<b>EMPLOYMENT DISPUTES</b> <b>(up to £25,000 cover limits apply)</b>	<b>Some Important Exclusions</b>
Provides cover for professional fees for unfair or wrongful dismissal, redundancy or unlawful discrimination.	<ul style="list-style-type: none"><li>• Any claim not reported within 30 days following your dismissal</li><li>• Where you have reported a claim but have not followed the legal advice provided</li><li>• Any employment dispute not dealt with by an employment tribunal</li><li>• The first £250 of fees following acceptance of a claim</li></ul>



# HMRC Tax Protection

## HMRC TAX PROTECTION

Provides cover for professional fees for proceedings in respect of a full HMRC enquiry into your PAYE earnings and/or P11D benefits

## Some Important Exclusions

- Any earning or financial matters outside your contracted employment
- Any criminal proceedings, alleged tax evasion, deliberate misstatements or tax avoidance schemes
- Any issues related to shares or employee loan arrangements
- Where you have not kept complete truthful and up to date records
- Any self employed persons





# Jury Service

## JURY SERVICE COVERS

Provides cover for loss of salary that is not recoverable from your employer should you be asked to attend for Jury Service.

**Jury Service Section Limits Apply:**

Maximum cover up to £100/day and a maximum of £1,000 per claim

## Some Important Exclusions

- No cover is provided for losses suffered by a business or self-employed persons
- No cover for loss of bonus or overtime
- For all Jury Service claims copies of wage slips and employment contracts will be requested



# Contract Disputes

CONTRACT DISPUTES	Some Important Exclusions
<p>Provides cover for legal assistance or advice for contract disputes including buying, hiring or selling of goods or services.</p> <p>Disputes arising after completion of a house sale or purchase are also included</p> <p>The agreement has to be entered into by you and was made during the period of cover, and the dispute is more than £100.</p>	<ul style="list-style-type: none"><li>• Any contract relating to your profession, business or employment</li><li>• Construction or building work including design, conversion or extension of a building</li><li>• Any lease, licence or tenancy</li><li>• Contract relating to a motor vehicle</li><li>• Any item or property sold at auction or through an auction website</li><li>• Any dispute with a local or government authority</li><li>• Any contract relating an insurance policy or financial product / service</li><li>• Contract is not confirmed in writing</li></ul>



# Property Protection

PROPERTY PROTECTION	Some Important Exclusions
<p>Provides cover for legal fees to pursue a civil claim relating to material property owned by you including nuisance and trespass</p> <p><i>- The value of loss under this section of cover must be &gt; £100</i></p> <p><i>- A section excess of £250 will apply for any nuisance and trespass related claims</i></p>	<ul style="list-style-type: none"><li>• Any building or land other than your main residence or where your home was left unoccupied for more than 30 consecutive days or a total of 90 days during the annual policy term</li><li>• Any work done by or on behalf of any government or public authority unless the claim is for accidental damage</li><li>• Any claim related to a motor vehicle</li><li>• Sale or purchase of any land or building including your main residence</li></ul>

# Some Key Exclusions

The policy does not cover costs for the following:

- For a small claim
- Incurred in claiming damages or compensation in respect of a loss covered by another insurance policy
- Where the value / amount in dispute is disproportionate to the time and professional fees in its pursuit
- In respect of any matter that was not caused by a specific or sudden incident / event
- For insured events which happen outside of England, Wales, Scotland, NI, Channel Islands or IOM
- For matters relating to motor vehicles
- For HMRC tax enquiries of self-employed persons
- For contract disputes relating to a persons business or profession

**For further exclusions, please refer to the main policy wording.**





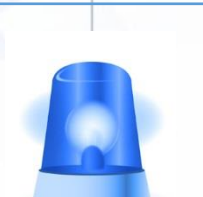
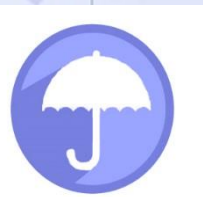
# FAQs

<b>What is Lexelle Family Legal Expenses Insurance?</b>	In brief, Lexelle's Family Legal Expenses Insurance is designed to provide cover to support families with some of their more common potential legal issues. This includes problems at work, HMRC tax enquiries, personal injuries and contract issues.
<b>Is there a limit to the legal costs this policy will cover me for?</b>	The full indemnity limit for legal fees and assistance is £50,000 in any one period of insurance. Some policy sections have specific limits e.g. employment disputes = £25,000, jury service payment = £1,000. Please refer to the full policy wording for all details.
<b>Will all the members of my family be covered?</b>	Yes - as long as they reside with you at your principal home.
<b>If I lose my job unfairly, would this policy cover me?</b>	The policy will cover you for up to £25,000 for Professional Fees to negotiate your legal rights concerning a claim by you for unfair or wrongful dismissal, redundancy or unlawful discrimination by your Employer.
<b>Will this policy cover me for disputes when buying a new house for me and my family to live in?</b>	No – the Lexelle Family LEI Silver policy excludes cover for disputes related to the sale or purchase of your principal home

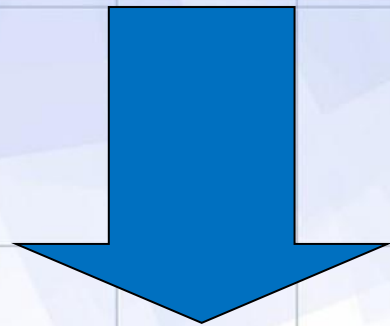
# FAQs



<b>What does the Personal Injury section cover me for?</b>	This section will cover you (or in the event of your death your estate) for legal assistance in support of a claim due to you suffering personal injury or death.
<b>I have legal cover on my Motor Policy why do I need this as well?</b>	Motor legal expenses will normally be restricted to support you in pursuing claims for recovery of uninsured losses arising from a non-fault car accident. This policy covers other issues and does not provide assistance for matters relating to a motor vehicle.
<b>In the event of a claim can I use my own Solicitor?</b>	The policy covers for Lexelle to appoint a solicitor, counsel, claims handler, mediator or other qualified person to represent you. The policy will not cover someone else to act for you where they were instructed without our prior written approval.
<b>How do I make a claim on my Family Legal Insurance Policy?</b>	To make a claim refer to the claims procedure detailed in your policy.  Tel: <b>0114 249 3300</b>



# Family Legal Expenses Some Real Example Claims Cases



\*Names have been removed to protect the innocent and meet DPA



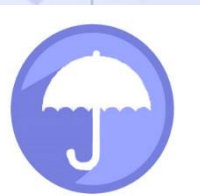
# Employment

- Insured contacted us in respect of an issue at work, grievance.
- The helpline provided the insured with information regarding their employment rights and advised that, if not satisfied with the outcome of the grievance procedure, to come back to us.
- The insured did come back, they were so unhappy with the treatment they had received and continuing to receive they felt they had to leave AKA Constructive Dismissal.
- We (our agents) acted took further instructions from the insured and reviewed the case.
- We acted for the insured and successful settled the matter via a compromise agreement, £'s for the insured and a good reference.





# Contract Dispute (Goods & Services)



- Client purchased replacement windows.
- She was not happy with the finish, including stiff locks, and drafts coming through.
- The agent tried to resolve the issues but client still not happy.
- As there was no clear way of evidencing the issue, the client had to obtain a surveyors report to substantiate this.
- Upon receipt of the report we validated the claim and handled the dispute,
- The matter could not be settled amicably and in view of the value involved, the policy covered solicitors to sue.
- Court subsequently found in favour of the insured, rectification works were undertaken to an acceptable standard (involved replacement of some components)



# Helpline

- Insured called to make a claim as concerned that next door (adjoining) was building an extension and it included using the shared (party wall). They were concerned that damage may be caused and the neighbour had not given notice under the party wall act.
- We enquired if there was any evidence damage would be caused but the insured had none, they were just worried it might.
- We explained, whilst the party wall act exists the courts do not compensate or take any action if it is not complied with. We also advised we could not take any action to prevent the work on the basis that it might happen, it needs to be probable and then with supporting expert evidence before it can be considered.
- We did however suggest they take various photos of walls, ceilings etc. to show the current state, and then if damage occurred we would have evidence to support a claim.
- The insured thanked us for the advice and we did not hear anything further from them.