

Family Legal Expenses Platinum Cover

Insurer

Insurer: Financial & Legal Insurance Company Limited

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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 options of up to £75,000 or £100,000 legal assistance cover should the policyholder or their family members become involved in a legal dispute

The Full Range of Lexelle Platinum Legal Expenses Covers:

- 24 x 7 Legal Advice Telephone Helpline
- Personal Injury
- Employment Disputes (£25k & £50k indemnity options)
- Criminal Prosecution Defence
- Tax Protection
- Jury Service
- Contract Disputes
- Property Protection
- Education Admissions
- Wills & Probate Disputes
- House Sale & Purchase
- Travel Disputes
- Identity Theft
- Social Media Defamation

Platinum Versions & Cover Options

Legal Cover Type	Platinum – up to £75k	Platinum – up to £100k	Platinum Plus
Free 24x7 Legal Helpline	✓	✓	✓
Personal Injury	✓	✓	✓
Employment Disputes	✓ (£25k & £50k options)	✓ (£25k & £50k options)	✓ (up to £50k)
Criminal Prosecution Defence	✓	✓	✓
Tax Protection	✓	✓	✓
Jury Service	✓	✓	✓
Contract Disputes	✓	✓	✓
Property Protection	✓	✓	✓
Education Admission Appeals	✓	✓	✓
Wills & Probate	✓	✓	✓
House Sale / Purchase	x	x	✓
Travel Disputes	x	x	✓
Identity Theft	x	x	✓
Social Media Defamation	x	x	✓

Platinum Cover Features & Some Key Exclusions

Legal Advice Helpline



LEGAL HELPLINE SERVICE	Some Important Exclusions
<p>Free Legal Advice Telephone Helpline for legal issues falling under the jurisdiction of the courts of England, Scotland, Wales and Northern Ireland. The line is open 24/7.</p>	<ul style="list-style-type: none">• The Legal Advice Helpline is not to be used as an alternative to making a claim under the policy and is for general advice only

Personal Injury

PERSONAL INJURY	Some Important Exclusions
<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 with no deductions so 100% of compensation is received by the insured.</p> <p>Where a claim for personal injury is accepted up to £5,000 of rehabilitation treatment is provided.</p>	<ul style="list-style-type: none">• Any injury that is not due to a sudden or specific event• Road traffic related injuries• Clinical or Medical Negligence related claims• Industrial disease / deafness claims• Only panel solicitors are covered for early stages.

Employment Disputes

EMPLOYMENT DISPUTES (up to £25,000 or £50,000 cover limits apply)	Some Important Exclusions
Provides cover for professional fees for unfair or wrongful dismissal, redundancy or unlawful discrimination.	<ul style="list-style-type: none">• Any claim not reported within 30 days following your dismissal• Where you have reported a claim but have not followed the legal advice provided• Any employment dispute not dealt with by an employment tribunal• The first £250 of fees following acceptance of a claim (Platinum & Silver only)

Criminal Prosecution Defence

CRIMINAL PROSECUTION DEFENCE	Some Important Exclusions
<p>Provides cover for legal fees against a strict liability criminal prosecution brought against you following a successful defence</p>	<ul style="list-style-type: none">• Any claim not reported within 14 days of being aware of the prosecution• Where you were aware that a criminal offence had been committed by you or is not a strict liability offence• Any offence related to a motor vehicle or of a sexual nature• Any offence related to your business or profession or related to a claim under an insurance policy

HMRC Tax Enquiries

HMRC TAX ENQUIRIES	Some Important Exclusions
<p>Provides cover for professional fees for proceedings in respect of a full HMRC enquiry into your PAYE earnings and/or P11D benefits</p>	<ul style="list-style-type: none">• 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

Jury Service Cover

JURY SERVICE COVER	Some Important Exclusions
<p>Provides cover for loss of salary or wages up to defined limits should you be required to attend Jury Service</p> <p>A set limit of £100 per day, and a total of £1,000 for any one claim will apply.</p>	<ul style="list-style-type: none">• Cover for loss of income suffered by a business or self-employed person• Any cover for loss of bonus or overtime

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>	<ul style="list-style-type: none">• Any contract relating to your profession, business or employment• Construction or building work including design, conversion or extension of a building• Any lease, licence or tenancy• Contract relating to a motor vehicle• Any item or property sold at auction or through an auction website• Any dispute with a local or government authority• Any contract relating an insurance policy or financial product / service

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 > £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">• 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• Any work done by or on behalf of any government or public authority unless the claim is for accidental damage• Any claim related to a motor vehicle• Sale or purchase of any land or building including your main residence

Education Admission Appeals



EDUCATION ADMISSION APPEALS	Some Important Exclusions
<p>Provides legal assistance for appeals related to your child(ren) where they have not been allocated a place in your chosen school as part of the school admissions process.</p> <p>Note : There is a maximum limit of £5,000 for this section of cover in any one policy period</p>	<ul style="list-style-type: none">• Where you failed to nominate the school covering your main residence within their catchment area• Where you did not nominate the maximum number of schools in your application• Where you did not follow the Local Education authority's appeal process• Where your child has been expelled or excluded from another school• Where the application was due or the allocation occurred within the first 6 months of inception of the policy

Wills & Probate Disputes

WILLS & PROBATE DISPUTES	Some Important Exclusions
<p>Provides cover for legal assistance to challenge the validity of a will of your parents, grandparents, children, step-children or adopted children.</p>	<ul style="list-style-type: none">• Any claim where the deceased died intestate or the will cannot be traced• Any claim where the will in dispute does not fulfil the legal requirements for making a will• The defence of any probate dispute including the validity of a will

House Sale & Purchase

HOUSE SALE & PURCHASE	Some Important Exclusions
<p>Provides cover for legal assistance for claims arising out of a contract for the sale or purchase of your main residence.</p> <p>Including pursuit of:-</p> <ul style="list-style-type: none">• The vendor• Property Valuer or Surveyor• A removal firm• Mortgage lender• Builder providing warranty• Public utility company	<ul style="list-style-type: none">• Any contract that commenced or completed before commencement of your policy• Any claim where the amount in dispute is < £500• Any claim arising from the failure to complete the purchase of the home if you decide to withdraw from the transaction

Travel Consumer Disputes



TRAVEL CONSUMER DISPUTES	Some Important Exclusions
<p>Provides cover for your pursuit of a breach of contract claim arising from a contract entered into by you for the purposes of taking a holiday</p> <p>Including the pursuit of:-</p> <ul style="list-style-type: none">• Your tour operator or holiday company• Your travel agent• Airline, Ferry, Train, Cruise liner , Coach Operator or Car-Hire company• Hotelier or Property Owner	<ul style="list-style-type: none">• Any claim not reported within 30 days of returning from the holiday where the dispute arises• Any claim where the amount in dispute is < £150• Any claim arising from travel outside of Europe• Any claim where the event arises from incidents prior to the inception of your policy

Identity Theft

IDENTITY THEFT	Some Important Exclusions
<p>Provides cover for reimbursement of reasonable costs you incur that are caused by another party stealing and using your identity</p> <p>Including :-</p> <ul style="list-style-type: none">• Debt, financial loss or effect on credit rating (Costs up to a maximum limit of £5,000)• Loss of income when attending court or the Police that is not recoverable from your employer or courts (up to £100 per day)	<ul style="list-style-type: none">• Where the Identity Theft relates to your business, profession or occupation.• Cover for lost income or losses suffered by a business or self-employed person.• Where the identity theft is a result of your failure to safeguard personal information, PIN numbers or passwords including where such information is passed via e-mail or telephone.

Social Media Defamation



SOCIAL MEDIA DEFAMATION	Some Important Exclusions
<p>Provides cover for contacting a Social Media website should defamatory comments have been made about you on the website and to request in writing for any such comments to be removed where the identity of the author is known.</p>	<ul style="list-style-type: none">• Claims for any person under 18 years of age

Some Key General Exclusions

We will not pay professional fees or defendant's costs:

- Where in our opinion your claim does not have a reasonable prospect of success
- Of 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

> In addition the jury service section excludes self-employed persons

FAQs



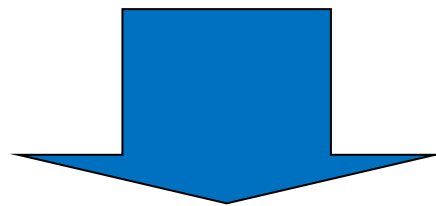
What is Lexelle Family Legal Expenses Platinum Insurance?	In brief, Lexelle's Family Legal Expenses Platinum Insurance is designed to provide cover to support families with some of the more common legal areas. This includes problems at work, tax enquiries, personal injuries and contract disputes.
Is there a limit to the legal costs this policy will cover me for?	<p>The full indemnity limit for legal fees and assistance is £75,000 (Standard version, a £100,000 LOI version is available) in any one period of insurance.</p> <p>Please note that some policy sections have specific limits e.g. employment disputes = £25,000 or £50,000, Jury service payment = £1,000.</p> <p>Please refer to the full policy wording for details.</p>
Will all the members of my family be covered?	Yes - as long as they reside with you at your principal home.
If I lose my job unfairly, would this policy cover me?	<p>The policy will cover you 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.</p> <p>(Up to £25k or £50k Platinum options are available)</p>
Will this policy cover me for disputes when buying a new house for me and my family to live in?	Yes - this policy covers contract disputes following the purchase or sale of your principal home.

FAQ's



What does the Personal Injury section cover me for?	<p>This section will cover you or your estate for legal assistance in support of a claim due to you suffering personal injury or death.</p> <p>For valid claims we may also provide rehabilitation treatment with a value up to £5,000.</p>
I have legal cover on my Motor Policy why do I need this as well?	<p>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.</p>
In the event of a claim can I use my own Solicitor?	<p>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.</p>
How do I make a claim on my Family Legal Platinum Insurance Policy?	<p>To make a claim refer to the claims procedure detailed in your policy.</p> <p>Tel: 0114 249 3300 .</p>

Family Legal Expenses Some Real Example Claims Cases



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 and took further instructions from the insured and reviewed the case.
- We acted for the insured and successfully settled the matter via a compromise agreement, £'s for the insured and a good reference achieved.

Contract Disputes (Goods & Services)

- A policyholder had purchased replacement windows.
- She was not happy with the finish, stiff locks, drafts coming through.
- The agent tried to resolve the issues but client was still unhappy.
- As there was no clear way of evidencing the issue, the client had to obtain a surveyors report to substantiate the issue.
- 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)

Property Protection

- Insured had a large property and next door had replaced the boundary fence, the insured measured up and found the fence was 1” over where it had been for a length of 6’
- We investigated the use of the remaining land and this was unaffected
- Having considered the use, potential issues with evidencing the exact boundary, along with the value of the loss against the likely legal costs involved the claim was repudiated.

Helpline

- The policyholder called to make a claim as they were concerned that next door (adjoining neighbour) 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 nothing further ensued with the case.