

# Commercial legal expenses

## **Policy summary**

**The National Ice Skating Association of  
the United Kingdom Limited**

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

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

**Advice** - You will have free access to legal and health & wellbeing 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, Interchange, 81-85 Station Road, Croydon, CR0 2AJ.

**LEIclaimsuk@markel.com**

**Cancellation** – You may cancel this policy within 14 days of insuring with us or receiving policy documents, no charge will be made and any premium paid will be refunded. After this, you can cancel the policy and we will refund the premium less the time we have insured you for. All provided that a claim has not been made.

**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, **complaints@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**

**Your right to compensation** - Markel is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation up to 90% of the claim in the unlikely event we cannot meet our 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>	Interview under caution - £2,500 Safeguarding appeals - £2,000 Civil defence for allegations of abuse - £10,000 All other Sections of cover - £50,000
<b>The most that we will pay for all claims in the period of insurance per member</b>	£50,000
<b>Territorial limits</b>	The United Kingdom of Great Britain and Northern Ireland, the Channel Islands and the Isle of Man
<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> see <b>Instruction and choice of your representative, Counsel and experts</b> for when this applies - £1,000
<b>Reasonable prospects of success</b>	Your case must have at least a 51% chance of success, unless your claim is made under Interview under caution  If there is 50% or less chance of the above we will not provide cover
<b>What is not covered by this policy?</b>	<ul style="list-style-type: none"><li>Any costs incurred before we have consented to those costs being incurred</li></ul>

	<ul style="list-style-type: none"> <li>• Pre-existing circumstances</li> </ul>
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<b>Policy benefits/sections of cover</b>	<b>Significant exclusions/limitations</b>
<b>Criminal defence</b> We will cover costs for your:	We will not cover claims:
<b>Interview under caution</b> Representation (including written submissions) at an interview under caution	<b>Interview under caution</b> Where you 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 you receive a summons accusing you of a criminal offence	<b>Prosecution defence</b> <ul style="list-style-type: none"> <li>• Involving a motoring offence, an assault or a sexual offence (unless a not guilty plea is maintained throughout), fraud, dishonesty, criminal damage 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>
<b>Motor offences</b> <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>	<b>Motor offences</b> If there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electronic equipment
	<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 you hold, or are required to hold
<b>Safeguarding appeals</b> We will pay costs for:	We will not cover claims:
your appeal to the: <ul style="list-style-type: none"> <li>• Disclosure and Barring Service (DBS)</li> <li>• Disclosure Scotland or Access Northern Ireland</li> </ul> against a decision to add your name on the list of people barred from certain roles.	At the Upper Tribunal stage of the appeal process
<b>Regulatory compliance</b> We will cover you for:	We will not cover you for:
<b>Enforcement notices</b> Costs to appeal against an improvement or prohibition notice issued by the Health and Safety Executive or the Food Standards Agency	
<b>Data protection defence</b> Costs for your defence under the Data Protection Act 2018 (Articles 168 and 169) and the General Data Protection Regulation (Section 82)	
<b>Data protection compensation</b> Your liability for compensation as a result of holding, losing or unauthorised disclosure of data	<b>Data protection compensation</b> Where the party you are in dispute with has not suffered a specific financial loss
<b>Extra protection</b> We agree to pay costs:	We will not cover claims:
<b>Personal injury</b>	<b>Personal injury</b> <ul style="list-style-type: none"> <li>• Where the legal case is or may be against you</li> </ul>

For you to pursue a damages claim for physical bodily injury suffered whilst carrying out the business activity which was caused by the act of another party	<ul style="list-style-type: none"> <li>• For injuries suffered on your property</li> </ul>
<b>Civil defence for allegations of abuse</b> To defend a civil action made by or on behalf of an individual under your care which alleges discrimination or physical or sexual abuse	<b>Civil defence for allegations of abuse</b> Where the accusation is by your employee

**Markel Legal Expenses Insurance**

20 Fenchurch Street, London, EC3M 3AZ Tel: 0345 350 1099

[LEUnderwritersuk@markel.com](mailto:LEUnderwritersuk@markel.com)

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

