

**LEXELLE
FAMILY LEGAL EXPENSES INSURANCE**

Family Legal Expenses Insurance arranged by Lexelle Ltd with UK Underwriting Limited on behalf of:

AXA Insurance UK plc, Registered in England No.78950. Registered Office: 5 Old Broad Street, London EC2N 1AD

Lexelle Ltd, UK Underwriting Limited, and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register <<http://www.fsa.gov.uk/register>> or by contacting them on 0845 606 1234

A Free Legal Advice line is offered through Lexelle Limited, so for advice on employment issues or accidents at work or whilst motoring please telephone 0800 953 1216 quoting reference UKU/FAM

In return for the payment by the Insured of the premium payable for this policy of insurance We will provide before the event legal expenses insurance on the terms set out below

1. Definitions

Civil claim	A claim for damages or compensation falling within the civil jurisdiction of the courts of the country in which the claim is made
Condition	An obligation which You must perform. If a Condition is not performed by You We will not be under any liability to pay You anything under the terms of this policy
Defendant's costs	Legal costs and expenses the Insured or Insured Person may become liable to pay to another party in making a Civil claim covered by this policy against that other party
Free Legal Advice	Initial advice over the telephone as to whether or not You have Reasonable prospects of success in respect of an accident or employment issue. Limited to two inbound telephone calls of a total duration not lasting more than 15 minutes
Insured (s)	The person named in the Schedule to this policy
Insurer	Uk Underwriting Ltd on behalf of Axa Insurance UK plc
Insured person (s)	Any person residing with the Insured as a permanent member of the Insured's family at the Insured's only or principal home
Insured's only or principal home	The property identified as the Insured's only or principal home in the Schedule to this policy or any other property which We may, after receiving a written request from the Insured, accept in substitution for that property
Legal advice	Advice given by a firm of solicitors or counsel
Legal proceedings	A claim for damages or compensation pursued in a court of law within the United Kingdom of Great Britain and Northern Ireland
Maximum amount	The total amount stated in the Schedule to this policy that We will be liable to pay in aggregate for Your costs and Defendant's costs for any and, if more than one, all claims made under this policy
Period of cover	The period stated in the Schedule to this policy
Reasonable prospect of success	A prospect in excess of 50% of obtaining the payment of damages or compensation from another party
Small claim (s)	A claim for damages or compensation which is or may if Legal proceedings are issued be allocated to the Small Claims jurisdiction of the courts of the United Kingdom of Great Britain and Northern Ireland
We, Our, Us	Lexelle Limited as agents for the underwriters
You, Your	The person named as the Insured in the Schedule to this policy or an Insured person
Your claim	A claim by You falling within the Cover section 2 below
Your costs	Legal costs and expenses reasonably incurred by the Insured or Insured person in a claim falling within the cover section 2 below

2. Cover

2.2. Bodily Injury arising out of an Accident at work affecting members of the Family

Your costs of any Civil claim for damages or compensation in respect of death or bodily injury sustained by You in the course of Your employment

We will also pay the Defendant's costs of any claim covered under this cover section 2.2 which You may become liable to pay

2.3 Employment Disputes

Up to £5,000 for Your costs for Us to negotiate for Your legal rights concerning a claim by You against Your employer for unfair or wrongful dismissal, redundancy or unlawful discrimination by Your employer falling within the jurisdiction of an Employment Tribunal

What is not covered

The first £250 of Your costs incurred in Your representation in a claim

2.4. Tax Protection

We will negotiate on the Insured person's behalf and represent the Insured person in any appeal proceedings in respect of a full enquiry by the Inland Revenue into the Insured person's tax affairs, if the full enquiry resulted from the Insured person's work as an employee

2.5. Jury Service

We will pay the Insured person's salary or wages for the time that the Insured person is of work whilst attending jury service for half or whole day of such attendance as far as they are not legally recoverable from the court or the Insured person's employer

The amount We will pay is based on the following:-

- 2.5.1. The time the Insured person is off work, including the time it takes to travel to and from the court. We will work out to the nearest half day, assuming that a whole day is eight hours
- 2.5.2. If the Insured person works full time the salary or wages for each whole day equals 1/250th of the Insured person's salary or wages

2.6. Contracts Disputes

We will negotiate for the Insured person's legal rights in a contractual dispute arising from an agreement or an alleged agreement, which the Insured person has entered into for:-

- 2.6.1. The buying or hiring in of any goods or services or
 - 2.6.2. The selling of any goods
- Provided that:-
- 2.6.3. The Insured person has entered into the agreement or alleged agreement during the Period of cover and
 - 2.6.4. The amount in dispute is more than £100

What is not covered

Any claim relating to the following:-

- 2.6.5. A contract regarding an Insured persons profession, business, or employment
- 2.6.6. A lease, licence or tenancy of land or buildings or
- 2.6.7. A dispute with a professional advisor in connection with the drafting of a lease, licence or tenancy agreement
- 2.6.8. Construction work on any land, or designing, converting, or extending any building
- 2.6.9. A contract involving a motor vehicle
- 2.6.10. The settlement payable under an insurance policy

2.7. Property Protection

We will negotiate for the Insured person's legal rights in a civil action relating to the material property (including Your principle home), which is owned by the Insured person, or for which the Insured person is responsible, following:-

- 2.7.1. An event which causes, or could cause, physical damage to such material property, provided that the amount in dispute is more than £100; or
- 2.7.2. Any nuisance or trespass

What is not covered

Any claim relating to the following:-

- 2.7.3. A contract entered into by an Insured person
- 2.7.4. Any building or land other than the principle home

2.7.5. Someone legally taking an Insured persons material property from them, whether the Insured Person is offered money or not, or restrictions or controls placed on an Insured persons material property by any government or public or local authority unless the claim is for accidental or physical damage

2.7.6. Work done by any government or public or local authority unless the claim is for accidental physical damage

2.7.7. A motor vehicle owned or used by You, or hired or leased to an Insured person

2.7.8. Mining subsidence

2.7.9. Boundary Disputes

2.7.10. Defending any claim under Cover section 2.7.1., but defending a counter claim is covered

2.7.11. The first £250 of any claim for nuisance or trespass. This is payable as soon as We accept the claim

3. What is not covered on this policy

We will not pay:-

Your costs and/or Defendant's costs

3.1. Of a Small claim

3.2. Incurred in claiming damages or compensation in respect of a loss covered by another policy of insurance

3.3. Which would if this policy were not in force be covered by another policy of insurance

3.4. Incurred before We have received a claim form from You

3.5. In aggregate in excess of the Maximum amount

3.6. Where Your claim does not have a Reasonable prospect of success

3.7. Incurred after You or We have received Legal advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of Your claim or Legal advice not to pursue or continue to pursue Your claim by Legal proceedings

3.8. Incurred after We have told You that We consider Your claim should be pursued by means other than by Legal proceedings

3.9. Of any appeal made without Our consent in writing

3.10. Of any appeal incurred after You have received Legal advice that the appeal does not have a Reasonable prospect of success

3.11. Where You have failed to comply with a Condition of this policy

3.12. Where the firm of solicitors instructed to act on Your behalf refuse to continue to act on Your behalf or represent You

3.13. Where You without a good reason instruct the firm of solicitors instructed to act on Your behalf cease acting on Your behalf or representing You

3.14. For claims which arise from a criminal act or omission

3.15. For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action

3.16. For any insured incidents which;

- occurred outside the United Kingdom of Great Britain and Northern Ireland
- did not occur during the Period of cover stated in the Schedule to this policy

3.17. For any claims caused by, contributed to by or arising from:

- Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; or
- War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup; or
- Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speed

3.18. Claims against Lexelle Ltd or the Insurer

4. Conditions

You must comply with the following obligations each of which is a Condition of this policy

4.1. Ensure that We receive notification of any event which may give rise to any claim under this policy as soon as reasonably possible

4.2. Ensure that We receive a claim form for any claim under this policy not later than 180 days after the event giving rise to Your claim

4.3. Provide any information reasonably requested by Us or the firm of solicitors instructed on Your behalf within a reasonable time

4.4. Take all reasonable steps to minimise Your costs or Defendant's costs which We may be liable to pay under the terms of this policy

4.5. Ensure that the firm of solicitors instructed on Your behalf fulfil the Solicitors' obligations set out below

4.6. Ensure any claim You make is an honest claim and not one which is false or fraudulent

4.7. Ensure that Your claim is not prejudiced by any action or inaction on Your part

5. Claims

Lexelle Ltd and UK Underwriting Ltd are an Insurers agent and in the event of a claim act on behalf of the insurer

For advice on employment issues or accidents at work or whilst motoring please telephone 0800 953 1216 quoting reference UKU/FAM

In the performance of Our obligation to pay You under the terms of this policy

5.1. You must supply Us with a completed claim form containing a complete and truthful report of the facts giving rise to Your claim, details of any potential witnesses, any documentary evidence in support of Your claim and details of any policy of insurance covering any person against whom You wish to pursue Your claim. You may complete a claim form online at www.lexelle.com or by telephone on 0800 953 1216

5.2. We will make a preliminary assessment of the merits of Your claim. If We decide that Your claim appears to have a Reasonable prospect of success We will appoint a firm of solicitors selected by Us to act on Your behalf in Your claim

5.3. If We

* consider it unlikely a reasonable settlement will be obtained or the amount in dispute is disproportionate to the time and legal costs involved in its pursuit or

* decide Your claim does not appear to have a Reasonable prospect of success

We will tell You in writing. If You accept Our advice, Your entitlement to payment from Us under this policy for that claim is at an end and We will be discharged from any liability to You in respect of that claim

5.4. If You do not accept Our advice We will instruct a firm of solicitors selected by Us to advise You and Us whether Your claim has a Reasonable prospect of success. If the solicitors instructed advise that there is no Reasonable prospect of success in Your claim We will not be liable to pay You anything under the terms of this policy for that claim. If the solicitors instructed advise that there is a Reasonable prospect of success We will appoint the solicitors to act on Your behalf in the pursuit of Your claim

5.5. When We appoint a firm of solicitors to act on Your behalf We will tell You in writing. The solicitors We have appointed will require You to enter into an agreement with them under which they will act on Your behalf

5.6. If You do not accept the firm of solicitors selected by Us to act on Your behalf You must notify Us in writing of the firm of solicitors You wish to instruct to act on Your behalf. We will accept the instruction of Your chosen solicitors provided they are prepared to accept instructions to act on Your behalf on the same basis as the firm We selected for You

5.7. If

* the firm of solicitors instructed to act on Your behalf refuse to continue to act on Your behalf, or

* You without good reason instruct the firm of solicitors to cease acting on Your behalf

We will not pay You anything under the terms of this policy and Our liability under this policy for that claim shall cease forthwith

5.8. We may appoint another firm of solicitors to act on Your behalf or permit You to instruct another firm of solicitors to act on Your behalf if We consider this it is reasonable to do so

5.9. Where a firm of solicitors are appointed to act on Your behalf by Us We appoint them in the performance of Our obligation under the terms of this policy and not as an agent for You

5.10. Where a firm of solicitors are instructed to act on Your behalf You and We will require them to comply with the Solicitors' obligations set out below

5.11. We may require counsel to advise whether in all the circumstances of Your claim, including the commercial merits of Your claim, a proposal for Part 36 offer or Part 36 payment made in settlement of Your claim should be accepted or whether Your claim should be pursued or continue to be pursued by Legal proceedings

5.12. If We reasonably consider that Your claim should be pursued by some means other than by Legal proceedings We will tell You in writing

6. Solicitors' obligations

Your solicitors must

6.1. Provide You and Us with a reasoned assessment in writing of the prospects of success in Your claim and an estimate of the likely costs of pursuing Your claim as soon as reasonably practicable and in any event within 28 days of accepting instructions to act on Your behalf

6.2. Notify You and Us immediately in writing of any proposal made in settlement of Your claim or any Part 36 offer or Part 36 payment made in respect of Your claim together with their advice as to whether the proposal, Part 36 offer or Part 36 payment should be accepted

6.3. Notify You and Us immediately in writing of any change in their assessment of the prospects of success in Your claim

6.4. Provide Us with such information as We may reasonably require from time to time about the progress of Your Claim

6.5. Provide Us with a written report at 6 monthly intervals from the date instructions to act on Your behalf were accepted by them as to the progress of Your claim and any change in the prospect of success in Your claim or the likely cost of pursuing Your claim

6.6. Deal with Your claim in such manner as We reasonably require from time to time

6.7. Obtain Our consent in writing before undertaking any of the following:

- * issuing Legal proceedings on Your behalf
- * instructing counsel, leading counsel or an expert witness on Your behalf
- * making an appeal against any order of the court made in Legal proceedings issued on Your behalf
- * withdrawing, discontinuing or settling Your claim in a way which may give rise to a liability on our part to pay Defendant's costs under this policy
- * entering into any agreement as to the amount of or liability to pay Defendant's costs
- * entering into any form of alternative dispute resolution
- * incurring any disbursement likely to exceed £500 or more (exclusive of Vat)

6.8. Use their best endeavours to obtain payment of Your costs or Defendant's costs from any other party who may be liable to pay those costs

6.9. Repay to Us any costs We have paid in the pursuit of Your claim which may be recovered from any other party

6.10. Notify You and Us immediately in writing of any proposal made in settlement of Your claim together with their advice as to whether the proposal should be accepted

6.11. Use their best endeavours to obtain payment of Your costs from any other party who may be liable to pay those costs

6.12. If required to do so by Us, procure an assessment by the court or an appropriate professional body of the amount properly payable to the solicitors for Your costs

7. Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Lexelle Ltd, within 14 fourteen days of issue We will refund Your premium. No refund of premium will be payable should You cancel the policy after 14 days of its issue

The insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his or her last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance

This policy is not transferable and no premium or portion of a premium paid by You is in any circumstances refundable after the 14 day period referred to above

8. General

8.1 You will take all reasonable steps to minimise Your Costs or Defendant's costs, which We may be liable to pay under the terms of this policy

8.2. You will at all times co-operate with Us and with the solicitors instructed on Your behalf

8.3. Any dispute between You and us which We cannot resolve between Us shall be determined by an arbitration by an arbitrator appointed by You and by Us together. If We cannot agree on the arbitrator to be appointed You or We can ask the Chairman of the Bar Council to choose a barrister to be the arbitrator. The arbitrator will decide how the dispute should be resolved in accordance with the provisions of the Arbitration Acts then in force and his decision will be final. All reasonable costs and expenses incurred in connection with the arbitration shall be paid to the successful party by the unsuccessful party

8.4. The rights and obligations of an Insured person under this policy of insurance shall be governed by the provisions of the Contracts (Rights of Third Parties) Act 1999

8.5. This policy is governed by the law of England and Wales

9. Complaints Procedure

It is the intention to give you the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact the Customer Relationships Manager at Lexelle Ltd. The contact details are: Customer Relationships Manager, Lexelle Ltd, P.O. Box 1345, Sheffield, S1 2UR. Tel: 0114 249 3300 Fax: 0114 249 3323

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following: The Claims Manager, UK Underwriting Ltd, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1RJ.

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service. This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands, London, E14 9SR. Tel: 0845 080 1800.

This does not affect Your statutory rights

10. Compensation Scheme

Axa Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.