

Type of Policy:	Commercial Legal Protection
Ref. No./Code:	V1 12.08.08
Insurance Company:	DAS
Policy Number:	TS5/5209283

Commercial Legal Protection

Policy Summary (full wording available on request)

Indemnity for Professional Costs and Expenses of Proceedings within the Territorial Limits, incurred in respect of incidents relating to normal business activities as described in the Contact Summary page occurring within the Period of Insurance and within the Territorial Limits.

NB: Any claim under this insurance, or act, event or circumstances likely to lead to such a claim, must occur and be notified during the period of insurance.

TERRITORIAL LIMITS

For insured incidents 2 Legal Defence (excluding 2.(4)) and 6 (b) Bodily Injury - as detailed within the policy wording

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents -

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands and any other extension agreed with us.

POLICY LIMIT (unless otherwise stated) £250,000

INSURED INCIDENTS:

1 - EMPLOYMENT DISPUTES AND COMPENSATION AWARDS - as detailed within the policy wording

Provided that

- (1) In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from the **DAS** legal advice service.
- (2) For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
- (5) The total of the compensation awards payable shall not exceed £1,000,000 in any one **period of insurance**.

2 – LEGAL DEFENCE - as detailed within the policy wording

PRINCIPAL EXCLUSION(S):

Any claim in respect of or relating to a parking or obstruction offence.

An insured vehicle being used by anyone who does not have valid motor insurance.

3 - STATUTORY LICENCE PROTECTION - as detailed within the policy wording

PRINCIPAL EXCLUSION(S):

Any licence appeal relating to the ownership, driving or use of a motor vehicle.

4 - CONTRACT DISPUTES - as detailed within the policy wording

For the purchase, hire, sale or provision of goods or of services.

Provided that:

The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim.

If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.

If the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

5 - DEBT RECOVERY - as detailed within the policy wording

Provided that:

The debt exceeds £250.

A claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.

DAS have the right to select the method of enforcement, or to forego enforcing judgment if they are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

6 (a) PROPERTY PROTECTION - as detailed within the policy wording

DAS will negotiate for the policyholder's legal rights in any civil action relating to material property which is owned by, or the responsibility of the policyholder, following :

1. any event which causes or could cause physical damage to such material property;
or
2. any nuisance or trespass

6(b) AND BODILY INJURY - as detailed within the policy wording

At the policyholder's request, DAS will negotiate for an insured person's and their family members legal rights following an event which causes the death of, or bodily injury to them.

7 - TENANCY DISPUTES - as detailed within the policy wording

Disputes between **the policyholder** and **the policyholder's** landlord relating to premises leased or rented by **the policyholder**.

EXCLUDING:

Disputes arising from or relating to rent or service charges or renewal of the tenancy agreement.

8 – TAX PROTECTION - as detailed within the policy wording

INNER LIMIT - £2,000 for claims in respect of aspect enquiries or tax intervention enquiries.

EXCESS:

Aspect and tax intervention enquiries - £200 of costs and expenses in each and every claim.

EXCLUSIONS APPLICABLE TO WHOLE POLICY:

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the **insured incident**.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Compensation Awards** and **2 Legal Defence**.

PRINCIPAL CONDITIONS APPLICABLE TO THE WHOLE POLICY:

(Refer to policy document for full wording)

Give DAS full details of any claim as soon as possible
DAS will appoint a representative on your behalf

HELPLINE SERVICES:

24 HOUR HELPLINE 0117 934 2111 quoting your policy number TS5/5209283 for:

EUROLAW COMMERCIAL LEGAL ADVICE
TAX ADVICE
BUSINESS ASSISTANCE

All costs of assistance provided are the responsibility of the policyholder

24 HOUR HELPLINE 0117 934 2121 quoting your policy number TS5/5209283 for:

COUNSELLING for all employees (including any members of their immediate family who permanently live with them).

ON LINE ASSISTANCE

EMPLOYMENT MANUAL - www.das.co.uk.

DAS BUSINESS LAW - www.dasbusinesslaw.co.uk and register using your password DAS472301 & Policy Number TS5/529283. When prompted to input your company name, please insert the prefix RCP followed by the name of your business.

Condition: Minimum and Deposit - This means that the amount charged is the minimum premium underwriters will accept for the risk and there will be no return premium for cancellation at an earlier date.

- ◆ This policy/section provides cover for the Insured, as described on the Contact Summary page. It meets the demands and needs of a business that requires cover for legal expenses and awards. The basis of cover is shown above.
- ◆ This product is offered from a single insurance undertaking. We undertake a regular review of the market and have selected this Insurers product as a product representing value for money.