

## What is a summary of cover?

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It gives you an idea of what a Hiscox insurance policy has to offer, and the main facts about the cover, without going into all the terms and conditions. This one outlines the cover provided by DAS Commercial Legal Protection insurance. If you need more information, consult the policy wording or contact our customer services team.

**Product name:** DAS Commercial Legal Protection

**Type of insurance:** Legal protection

**Underwritten by:** DASLegal Expenses Insurance Company Limited

## Legal protection cover in a nutshell

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This cover is specifically designed for businesses who want to make sure they have access to professional commercial legal advice and representation and can also cover lost wages when attending court or a tribunal.

### Key benefits: what risks are you protected against?

Cover includes:

- Employment disputes and compensation awards – cover for the legal costs of your defence and subsequent awards made against you
- Property protection – cover to help with legal action to protect your legal rights in respect of your property
- Tax protection – cover for representation in the event of a full or aspect enquiry by HM Revenue & Customs, and any related accountants' fees and legal costs
- Bodily injury – assistance to pursue the legal rights of any director, officer or employee of the company following an event which causes their death or bodily injury
- Legal defence – cover for the defence of any non-motor criminal prosecutions as well as some specific civil actions.
- Attendance expenses (including jury service).

The limit of indemnity is £100,000 for all claims resulting from one or more event arising at the same time or from the same originating cause.

### Other key benefits

- 24 hour professional legal advice service – includes advice on employment, contract disputes and other business or tax problems
- Access to DAS Business Law – an online reference guide with letters, articles and forms to help run your business successfully
- Access to the DAS Employment Manual – a fully comprehensive guide to employment procedures under UK law, including information on drafting employment contracts and redundancy letters.

## The small print: significant or unusual exclusions and limitations

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- In respect of civil claims, cover will only apply under the policy where it is more likely than not that an insured person will recover damages or make a successful defence.
- Any claim reported to DAS more than 180 days after the date the insured person should have known about the insured incident is excluded.
- Claims relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements are excluded.
- Insured incidents deliberately or intentionally caused by an insured person are excluded.
- Regarding employment disputes, claims in respect of damages for personal injury or loss of or damage to property are excluded.
- Regarding compensation awards, the following are excluded: trade union activities, trade union membership or non-membership; pregnancy or maternity rights; health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; statutory rights in relation to trustees of occupational pension schemes; statutory rights in relation to Sunday shop and betting work.
- Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation is excluded.
- Any claim which leads to an insured person being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
- Regarding bodily injury, any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident is excluded.

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## Your side of the bargain

Your premium and insurance cover will be based on the details you provide to us. This product meets the demands and needs of those businesses that wish to ensure that they have access to professional legal advice and representation. The information you provide and on which the premium is based is a record of your demands and needs particular to your specific circumstances.

You are responsible for providing complete and accurate information, which insurers require in connection with any proposal for insurance cover. You should inform us immediately of any changes in circumstances that may affect the services provided by us or the cover provided by your policy. This is particularly important before taking out a policy, but it also applies throughout the life of a policy.

- If you fail to disclose any material fact or other information material to the insurance this could invalidate the policy and mean that claims may not be paid.
- You should read and check all insurance documents issued to you and ensure that you are aware of the cover, limits and other terms that apply.
- Particular attention should be paid to any terms and conditions of your policy, as failure to comply with them could invalidate your it.
- In the event of a claim, you should take note of the required procedures which are stated in the policy documentation.
- You have an obligation to take reasonable steps to mitigate any loss.

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## Policy length

Policies are usually issued on a continuous basis which means that cover will continue while your Direct Debit payments are up to date. Our continuous policies do not require annual renewal, meaning you won't need to contact us every year to renew your policy.

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## Cancellation rights

If you change your mind, and you have received your policy documents within the last 14 days you can cancel your policy and we will return any premium you have paid in full (provided no claims have been made on the policy). At any other time, you can cancel this policy by giving us 30 days' notice. You will only be charged for the premiums due up to the date of cancellation.

If we need to cancel the insurance, we'll give you 30 days' notice in writing and refund any surplus premiums you might have paid. (Please note - we may take an administration fee out of any payment refunded.) The exception to our 30-day notice policy is if we don't receive your Direct Debit payments within the agreed seven day period. Then we will contact you as soon as possible and stop the policy immediately.

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## Claims service

It is when you make a claim that you really find out how good your insurer is. If you think that you might need to claim, contact DAS directly on 0117 9330626 and they will provide you with the advice you need. Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, DAS will not pay for the costs involved.

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## Questions and complaints

If you have a question or complaint, please contact us directly using the details below:

DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.  
Telephone: 0117 933 0626

We aim to provide you with a high level of customer service at all times, but if you are not satisfied, please contact us at the above address. In the event that you remain dissatisfied, you may be eligible to refer your case to the Financial Ombudsman Service. You will receive details of how to do this at the appropriate stage of the complaints process.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations to you. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)).