

Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under **your policy**. The legal advice service is provided by DAS Law Limited and/or a law firm on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. DAS Law Limited is listed on the Financial Conduct Authority register to carry out insurance mediation activity, including the administration of insurance contracts, on behalf of DAS Legal Expenses Insurance Company Limited.

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and DAS. Please take extra care in following the procedures under employment compensation awards cover (insured incident 1 b.)

It will help if **you** keep the following points in mind:

How can DAS help

To make a claim under this section please telephone **DAS** on 0117 934 2111. **DAS** will ask **you** about **your** legal dispute and if necessary will call **you** back at an agreed time to give **you** legal advice. If **your** dispute needs to be dealt with as a claim under this section, **DAS** will provide **you** with a claim reference number. At this point **DAS** will not be able to confirm that **you** are covered but will pass the information **you** have given **DAS** to the claims handling teams and explain what to do next.

Send your claim to

If **you** would prefer to report **your** claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at newclaims@das.co.uk

Claims are usually handled by a representative appointed by **DAS**, but sometimes **DAS** deal with claims themselves.

Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When **DAS** cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If **you** do, **DAS** will not pay the costs involved.

Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the **policy** schedule if the premium has been paid.

DAS agree to provide the insurance in this section in accordance with the operative covers shown in the **policy** schedule as long as:

- a. the date of occurrence of the insured incident happens during the period of insurance and within the territorial limit; and
- any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. in civil claims it is always more likely than not that an insured person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an appointed representative is used, DAS will pay the costs and expenses incurred for this.



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DAS will pay compensation awards that DAS have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

Special definitions for this section

DAS Legal Expenses Insurance Company Limited.

The policyholder The insured named in the **policy** schedule.

Insured person The policyholder and the policyholder's directors, partners, managers, employees and any

other individuals declared to us by the policyholder.

Insured incident Any incident or event for which cover is provided under **Insured incidents we will cover**.

Appointed representativeThe lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this section.

Full enquiry

An extensive examination by HM Revenue and Customs which considers all aspects of the policyholder's tax affairs, excluding those enquiries which are limited to one or more specific

aspects of the policyholder's self assessment and/or corporation tax return.

Aspect enquiry

An examination by HM Revenue and Customs which considers one or more specific aspects

of **the policyholder's** self assessment and/or corporation tax return.

 For civil cases (other than under insured incident – 4 tax protection), the date of occurrence is when the cause of action first accrued.

For criminal cases, the date of occurrence is when the insured person commenced or is alleged to have commenced to violate the criminal law in question.

3. For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue and Customs first notifies in writing the intention to make enquiries.

For employers' compliance and value added tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder**.

Costs and expenses

Date of occurrence

Any combination of legal costs, accountant's costs and attendance expenses, as applicable.

Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with the agreement of **DAS**.

Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the appointed representative.

Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **DAS** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount DAS will pay is based on the following:

- a. the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- b. if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the insured person works part-time, the salary or wages will be a proportion of the insured person's weekly salary or wages.

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Territorial limit

For insured incidents 2 legal defence (excluding 2.4), and 3 b. bodily injury

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and 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, and the Channel Islands.

Insured incidents we will cover

1. Employment disputes and compensation awards

a. Employment disputes

DAS will defend the policyholder's legal rights:

- prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- 2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- 3. in legal proceedings in respect of any dispute with:
 - a. an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the policyholder; or
 - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- 1. Any claim in respect of damages for personal injury or loss of or damage to property.
- 2. 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 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 and any amending legislation.

b. Compensation awards

DAS will pay:

- any basic and compensatory award; and/or
- an order for compensation following a breach of the policyholder's statutory duties under employment legislation in respect of a claim DAS have accepted under insured incident 1.a.

Provided that:

- in cases relating to performance and/or conduct, the policyholder has throughout the employment dispute either:
 - followed the ACAS code of disciplinary and grievance procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
 - followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - sought and followed advice from the DAS legal advice service.
- 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.
- 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**.
- the total of the compensation awards payable by DAS shall not exceed £1,000,000 in any one period of insurance.



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What is not covered

- 1. Any compensation award relating to the following:
 - a. trade union activities, trade union membership or non-membership;
 - b. pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - d. statutory rights in relation to trustees of occupational pension schemes;
 - e. statutory rights in relation to Sunday shop and betting work.
- Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- 3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
- 4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
- c. Service occupancy

DAS will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2. Legal defence

At the policyholder's request:

- DAS will defend the insured person's legal rights:
 - a. prior to the issue of legal proceedings when dealing with the:
 - i. police;
 - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer;
 - where it is alleged that the **insured person** has or may have committed a criminal offence: or
 - following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - c. if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- DAS will defend the policyholder's legal rights following civil action taken against the
 policyholder for wrongful arrest in respect of an accusation of theft alleged to have been
 carried out during the period of insurance.
- 3. DAS will defend the insured person's (other than the policyholder) legal rights if:
 - a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - civil action is taken against them as a trustee of a pension fund set up for the benefit of the policyholder's employees.
- DAS will represent the insured person in appealing against the imposition or terms of any statutory notice issued under legislation affecting the policyholder's business.
- 5. **DAS** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder**'s application for registration.
- 6. **DAS** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that:

 in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the territorial limit shall be any place where the act applies.



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 at the time of the insured incident, the policyholder has registered with the Information Commissioner in respect of insured incident 1 c.

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3. Property protection and bodily injury

a. Property protection

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 physical damage to such material property; or
- 2. any nuisance or trespass.

What is not covered

Any claim relating to the following:

- 1. a contract entered into by the policyholder;
- 2. goods in transit or goods lent or hired out;
- goods at premises other than those occupied by the policyholder unless the goods are at such premises for the purpose of installations or use in work to be carried out by the policyholder;
- 4. mining subsidence;
- 5. defending the policyholder's legal rights other than in defending a counter-claim;
- a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- b. Bodily injury

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.

What is not covered

Any claim relating to the following:

- any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- 2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- a motor vehicle owned or used by, or hired or leased to an insured person or their family members.

4. Tax protection

a. Full or aspect enquiries

DAS will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

b. Employers' compliance

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue and Customs.

c. VAT disputes

DAS will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue and Customs in respect of value added tax due.

Provided that:

- for all insured incidents, the policyholder has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- 2. DAS will not pay more than £2,000 for aspect enquiries.



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What is not covered

- In respect of aspect enquiries the first £200 of costs and expenses in each and every claim.
- 2. Any **insured incident** arising from a tax avoidance scheme.
- Any insured incident caused by the failure of the policyholder to register for value added tax.
- 4. Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue and Customs Special Investigation Section or Special Compliance Office.
- 5. Any **insured incident** arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

5. Contract disputes

DAS will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** 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.
- 2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250.
- if the dispute relates to money owed to the policyholder, a claim under this section is made within 90 days of the money becoming due and payable.

What is not covered

- Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the date of occurrence is within the first 90 days of the indemnity provided by this section.
- 2. Any claim relating to the following:
 - a. the settlement payable under an insurance policy;
 - b. a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - c. a loan, mortgage, pension or any other financial product and choses in action;
 - d. a motor vehicle owned by, or hired or leased to, the policyholder other than agreements relating to the sale of motor vehicles where the policyholder is engaged in the business of selling motor vehicles.
- 3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
- 4. A dispute which arises out of the:
 - a. sale or provision of computer hardware, software, systems or services; or
 - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
- 5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- 6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

6. Debt recovery

DAS will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that:

- 1. The debt exceeds £250.
- A claim for debt recovery under this section 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 DAS are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

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What is not covered

- Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
- 2. Any claim relating to the following:
 - a the settlement payable under an insurance policy;
 - b a lease, licence or tenancy of land or buildings;
 - $_{\mbox{\scriptsize C.}}$ $\,$ a loan, mortgage, pension or any other financial product and choses in action;
 - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- 3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- 4. The recovery of money and interest due from another party where the other party intimates that a defence exists.

What is not covered by this section

- 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.
- 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.
- 4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
- 6. Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
- 8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
- 9. Judicial review.
- 10. Legal action an insured person takes which DAS or the appointed representative has not agreed to or where the insured person does anything that hinders DAS or the appointed representative.
- 11. When either at the commencement of or during the course of a claim, the policyholder is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

Conditions which apply to the whole section

- 1. An **insured person** must:
 - a. keep to the terms and conditions of this section;
 - notify **DAS** immediately of any alteration which may materially affect their assessment of the risk;
 - c. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
 - d. try to prevent anything happening that may cause a claim;
 - e. send everything DAS ask for, in writing;



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 give DAS full details of any claim as soon as possible and give DAS any information they need.

DAS will, at its discretion, void this section of the **policy** from the date of any claim or will not pay a claim if the **policyholder** or an **insured person**:

- makes a claim for a benefit under this section of the **policy** that is either fraudulent or intentionally exaggerated; or
- ii. makes a false declaration in support of a claim.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the **policy** in respect of any innocent **insured persons**.

- a. DAS can take over and conduct in the name of the insured person, any claim or legal proceedings at any time.
 - **DAS** can negotiate any claim on behalf of an **insured person**;
 - b. DAS shall choose the appointed representative to represent an insured person in any proceedings where DAS are liable to pay a compensation award. In any other case the insured person is free to choose an appointed representative (by sending DAS a suitably qualified person's name and address) if:
 - DAS agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an insured person in those proceedings; or
 - ii. there is a conflict of interest;
 - Before an insured person chooses a lawyer or an accountant, DAS can appoint an appointed representative;
 - d. An appointed representative will be appointed by DAS and represent an insured person according to DAS' standard terms of appointment, which may include a 'no win, no fee' agreement. The appointed representative must co-operate fully with DAS at all times:
 - e. DAS will have direct contact with the appointed representative;
 - f. an insured person must co-operate fully with DAS and with the appointed representative and must keep DAS up-to-date with the progress of the claim;
 - g. an insured person must give the appointed representative any instructions that DAS require.
- a. An insured person must tell DAS if anyone offers to settle a claim and must not agree to any settlement without the written consent of DAS;
 - if an insured person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further costs and expenses;
 - c. DAS may decide to pay the insured person a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the insured person is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
- a. If DAS ask, an insured person must tell the appointed representative to have costs and expenses taxed, assessed or audited;
 - an insured person must take every step to recover costs and expenses that DAS
 have to pay and must pay DAS any costs and expenses that are recovered.
- 5. If an appointed representative refuses to continue acting for an insured person with good reason or if an insured person dismisses an appointed representative without good reason, the cover DAS provides will end at once, unless DAS agree to appoint another appointed representative.
- If an insured person settles a claim or withdraws their claim without DAS' agreement, or does not give suitable instructions to an appointed representative, the cover DAS provides will end at once and DAS will be entitled to reclaim any costs and expenses paid by DAS.



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- 7. If there is a disagreement about the way DAS handle a claim that is not resolved through DAS' internal complaints procedure, DAS and the insured person can choose a suitably qualified person to arbitrate. DAS and the insured person must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8. DAS may, at their discretion, require the policyholder to obtain an opinion from counsel, at the policyholder's expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by DAS.
- 9. This section will be governed by English law.
- All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Helpline services

DAS provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** record all calls.

Eurolaw commercial legal advice

DAS will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

DAS will give **the policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

To contact the above services, phone us on 0117 934 2111 quoting your policy number.

Counseling

DAS will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121.

These calls are not recorded. **DAS** will not accept responsibility if the helpline services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at www.das.co.uk. From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **your** own use. Contact **DAS** at marketing@das.co.uk with **your** email address, quoting **your** policy number and **DAS** will contact **you** by email to inform **you** of future updates to the information.

DASbusinesslaw

At www.dasbusinesslaw.co.uk **you** will find a free, online reference full of the sorts of letters, articles and forms that will help **you** run **your** business successfully. DASbusinesslaw users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, **you** will find the content provided by DASbusinesslaw is updated regularly by legal experts to help **you** keep **your** business one step ahead.

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