
Your cover in a nutshell:

Commercial legal protection insurance covers you for professional legal advice and representation required in relation to employment disputes, legal defence costs, property protection, bodily injury and tax protection. The limit of indemnity shown in the policy schedule is for all claims resulting from one or more event arising at the same time or from the same originating cause.

Your policy may also reimburse an insured person for lost wages when attending court or a tribunal.

Key benefits: what risks are you protected against?

The policy covers:

- employment disputes: representation and payment of compensation awards;
- legal defence: defence of any non-motor criminal prosecutions and some specific civil actions, such as discrimination claims against an insured person and claims following breach of the Data Protection Act 1998;
- property: representation to protect your legal rights in respect of nuisance, trespass or physical damage to your property;
- bodily injury: assistance to pursue the legal rights of an insured person following their death or bodily injury;
- tax protection: representation on your behalf in the event of a full or aspect enquiry by HM Revenue & Customs.

Significant or unusual exclusions and limitations:

The policy will not cover:

- civil claims unless it is more likely than not that an insured person will recover damages or make a successful defence;
- claims arising from tax avoidance schemes;
- claims relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- incidents deliberately or intentionally caused by an insured person;
- claims in respect of damages for personal injury or loss of or damage to property in employment disputes;
- employment compensation awards for 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, or 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 2006 or the Transfer of Undertakings (Pension Protection) Regulations 2005 and any amending legislation;
- the costs of defending your or an insured person's legal rights in employment disputes, other than in relation to a counter-claim;
- 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;
- any claim relating to any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident.

The policy will also not cover claims:

- unless you give DAS full details of any claim as soon as possible, including any information that DAS needs;
- reported to DAS more than 180 days after the date that the relevant insured person should have known about the insured incident will not be covered;
- any costs incurred before DAS have agreed to accept the claim;
- unless you tell DAS if you receive an offer of settlement in respect of a claim or if you make an offer without their written consent.

You and all insured persons must:

- keep to the terms and conditions of the policy;
- notify DAS immediately of any material changes;
- take reasonable steps to keep any amount DAS have to pay as low as possible;
- try to prevent anything happening that may cause a claim;
- send everything in writing that DAS ask for;
- give DAS full details of any claim as soon as possible.

If you or any insured person makes a fraudulent or intentionally exaggerated claim or a false declaration in relation to a claim, DAS will be entitled to void this section of cover from the date of the claim.