

# Commercial Legal Expenses Insurance



FIRST FOR JUSTICE

## Insurance Product Information Document

Company: DAS Legal Expenses Insurance Company Ltd

Product: Small Business Legal Expenses Insurance

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

This document is a summary of the insurance cover and restrictions.

Please refer to your policy documentation for full details of your cover and the terms and conditions.

## What is this type of insurance?

Commercial Legal Expenses Insurance provides you with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities.



### What is insured?

#### Employment Disputes and Compensation Awards

- ✓ Defending your legal rights:
  - before proceedings following the dismissal of an employee, or where the employee or ex-employee contacts ACAS to commence the Early Conciliation procedure
  - in unfair dismissal disputes under the ACAS Arbitration Scheme
  - in proceedings following a dispute relating to an employee's employment contract, or an alleged breach of their (or a former or prospective employee's) statutory rights
- ✓ Defending your employees in civil action for unlawful discrimination or as a trustee of a pension fund
- ✓ For accepted **Employment Disputes** claims, payment of compensation awards or damages
- ✓ Pursuing a civil action against an employee or ex-employee for breach of a restrictive covenant expressed in their contract of employment

#### Legal Defence

- ✓ Defence of your and your employees' legal rights following an alleged criminal offence, or in a civil action for compensation under data protection legislation
- ✓ Appealing a statutory notice affecting the business
- ✓ Payment of an employee's salary or wages whilst attending a court or tribunal or doing jury service

#### Statutory Licence Appeals

- ✓ An appeal following a decision to suspend, or alter the terms of, or refuse to renew, or cancel your licence

#### Contract Disputes

- ✓ Disputes over the purchase, hire, sale or provision of goods or of services

#### Debt Recovery

- ✓ Disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including the enforcement of a judgment

#### Property Protection

- ✓ Pursuing disputes relating to your physical property following:
  - someone causing damage to such property
  - a legal nuisance or trespass
- ✓ A dispute with your landlord relating to leased or rented premises



### What is not insured?

- ✗ Claims which do not arise directly in connection with the insured business
- ✗ Any claim reported to us more than 180 days after the date you should have known about the insured incident
- ✗ Civil cases where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur without our expressed acceptance
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs and compensation awards which exceed the policy limits, as stated in your policy schedule, for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under **Employment Disputes and Compensation Awards** and **Legal Defence**
- ✗ The VAT element of any costs if you are registered for VAT
- ✗ If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)



### Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy
- ! **Employment Disputes and Compensation Awards** claims relating to:
  - employee internal disciplinary or grievance procedures
  - disputes within the first 90 days of the start of this policy
  - a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
  - any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
  - compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
  - restrictive covenants that exceed 12 months
- ! **Legal Defence** for criminal prosecutions relating to a motor vehicle



## What is insured? (continued)

### Personal Injury

- ✓ Sudden or specific accidents causing the death of or bodily injury to an employee or their family

### Tax Protection

- ✓ A tax enquiry
- ✓ An employer compliance dispute
- ✓ A VAT dispute

### Telephone helplines and other services

- ✓ Legal advice
- ✓ Tax advice
- ✓ Counselling service
- ✓ Online document drafting
- ✓ Employment Manual



## Are there any restrictions on cover? (continued)

- ! **Contract Disputes** or **Debt Recovery** claims:
    - relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
    - where the amount in dispute is £500 or less (incl. VAT)
    - relating to a lease, licence, or tenancy of land or buildings
    - relating to financial products including advice in connection with such products
  - ! **Personal Injury** claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, clinical negligence or failure to diagnose a condition
  - ! **Tax Protection** claims relating to an investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences
- Excess payments** – you must pay:
- ! The first £500 of any **Contract Disputes** claim if the amount in dispute exceeds £5,000 (incl. VAT)



## Where am I covered?

- ✓ For **Legal Defence** (excluding Statutory notice appeals) and **Personal Injury** claims, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, 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



## What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for in writing, and
- Report to us full and factual details of any claim as soon as possible and give us any information we need



## When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



## When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



## How do I cancel the contract?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. After the cooling off period you may also cancel this policy by providing 14 days' notice. Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.