

# Commercial Legal Expenses

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## Welcome to DAS

The insurance and additional services provided under this Section are administered and underwritten by DAS Legal Expenses Insurance Company Limited ('DAS').

For the purposes of this Section only this insurance is a contract between **You** and **DAS**.

To make sure that **You** get the most from **Your DAS** cover, please take time to read this Section which explains the contract between **You** and **Us**. Please take extra care in following the procedures throughout this Section and in particular those applying to insured incident Employment Disputes and Compensation Awards cover.

### How this Section of Your policy can help

Please find below information about the services this Section of **Your** policy offers and details of how to make a claim.

If **You** wish to speak to **Us** about:

- **Legal Advice** – **You** can get telephone legal advice on any legal issue affecting **Your Business**.
- **Insurance Claims** – **You** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **Your Business**.

Please phone **Us** on **0330 024 2364**. **We** will ask **You** about **Your** legal issue and if necessary call **You** back to deal with **Your** query.

### Reporting a Claim

#### Important Information

Please do not ask for help from a lawyer, accountant or anyone else before **We** have agreed that **You** should do so. If **You** do, **We** will not pay the costs involved even if **We** accept the claim.

#### Report Your Claim

- Call **Us** on **0330 024 2364**, available 24 hours a day, 7 days a week
- Have **Your** policy number ready and **We**'ll ask **You** about **Your** claim

#### We Will Assess the Claim

- To check **Your** claim is covered by **Your** policy
- And, if it is, **We** will send it to a lawyer who specialises in **Your** type of claim

#### The Lawyer will

- Assess **Your** case and tell **You** how likely it is **You** will win

#### If **You** are more likely than not to win, the Lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **You** may have when they receive **Your** claim, alternatively **You** can visit [www.das.co.uk/legal-protection/how-to-claim](http://www.das.co.uk/legal-protection/how-to-claim).

#### Employment Manual

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit [www.dasinsurance.co.uk/employment-manual](http://www.dasinsurance.co.uk/employment-manual). If **You**'d like notifications of when updates are made to the Employment Manual, please email **Us** at [employmentmanual@das.co.uk](mailto:employmentmanual@das.co.uk) and quote **TS5/6911368**.

#### DAS Business Law

Using [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) **You** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **You** using **Our** smart document builders.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **You** keep **Your Business** one step ahead. To access DASbusinesslaw, **You** will need to register at [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk), using **Your DAS** policy number as below.

When registering, please enter the following code which will provide **You** with access to a range of free documents: **DASBCOV100**.

If **You** experience any problems accessing the service, please email details of **Your** problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) with **Your** policy number in the subject box.

#### Definitions

The following Definitions apply to this Section in addition to the General Definitions at the front of this policy and keep the same meaning wherever they appear in the Section, unless an alternative definition is stated to apply.

#### Appointed Representative

The **Preferred Law Firm** or tax consultancy, law firm, accountant or other suitably qualified person **We** will appoint to act on the **Insured Person's** behalf.

#### Costs and Expenses

- All reasonable, proportionate and necessary costs chargeable by the **Appointed Representative** and agreed by **Us** in accordance with the **DAS Standard Terms of Appointment**
- The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **Our** agreement.

#### Countries Covered

- For insured incidents Legal Defence (excluding 5. Statutory Notice Appeals and 7. Disciplinary Hearings), and Personal Injury:

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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

- (b) For all other insured incidents:  
The United Kingdom of Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

## DAS Standard Terms of Appointment

The terms and conditions (including the amount **We** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

## Date of Occurrence

- (a) For civil cases (other than as specified under (c) to (f) below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date **You** or an **Insured Person** first became aware of it.)
- (b) For criminal cases, the date the **Insured Person** began, or is alleged to have begun to break the law
- (c) For insured incident Statutory Licence Appeal, the date when **You** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration
- (d) For insured incident Tax Protection, the date when HM Revenue & Customs, or the relevant authority, first notifies **You** of its intention to carry out an enquiry. For **VAT Dispute** or **Employer Compliance Disputes**, the date the dispute arises during the **Period of Insurance** following the issue of an assessment, written decision or notice of a civil penalty
- (e) For insured incident Legal Defence 5. Statutory Notice Appeals, the date when the **Insured Person** is issued with the relevant notice and has the right to appeal.
- (f) For insured incident Legal Defence 7. Disciplinary Hearings, the date the **Insured Person** first became aware of the formal investigation or disciplinary hearing against them.

## Employer Compliance Dispute

A dispute with HM Revenue & Customs concerning **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.

## Insured Person

**You** and the directors, partners, managers, **Employees** and any other individuals declared to **Us** by **You**.

## Period of Insurance

The period for which **We** have agreed to cover the **Insured Person** and for which **We** have accepted the premium.

## Preferred Law Firm or Tax Consultancy

A law firm, barrister or tax expert **We** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply

with **Our** agreed service standard levels, which **We** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

## Reasonable Prospects

- (a) For civil cases, the prospects that the **Insured Person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **We** have agreed to, including an enforcement of judgment), or make a successful defence must be at least 51%. A **Preferred Law Firm** or tax consultancy on **Our** behalf, will assess whether there are reasonable prospects
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome
- (c) For civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Tax Enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

- (a) includes a request to examine any aspect of **Your** books and records; or
- (b) advises of a check of **Your** whole tax return.

## VAT Dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **Your** VAT affairs.

## We, Us, Our, DAS

DAS Legal Expenses Insurance Company Limited.

## Our Agreement

**We** agree to provide the insurance described in this Section for **You** (or where specified, the **Insured Person**) in respect of any insured incident arising in connection with the **Business** shown in the **Schedule**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section provided that:

- (a) **Reasonable Prospects** exist for the duration of the claim
- (b) the **Date of Occurrence** of the insured incident is during the **Period of Insurance**, or
- (c) during the currency of a previous equivalent legal expenses insurance policy, provided that:
- (i) the previous legal expenses insurance policy required **You** to report claims during its currency
- (ii) **You** could not have notified a claim previously as **You** could not have reasonably been aware of the insured incident
- (iii) cover has been continuously maintained in force
- (iv) any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **Us**, and
- (v) the available limit of indemnity shall be limited to the lesser of the sums payable under this or **Your** previous policy
- (d) any legal proceedings will be dealt with by a court, or other body which **We** agree to, within the **Countries Covered**, and
- (e) the insured incident happens within the **Countries Covered**.

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## What We will pay

We will pay an **Appointed Representative**, on **Your** behalf, **Costs and Expenses** incurred following an insured incident, and any compensation awards that **We** have agreed to, provided that:

1. the most **We** will pay in respect of all claims resulting from one or more event arising at the same time or from the same originating cause, for **Costs and Expenses** and compensation awards claims, is shown as the Limit of Liability in the policy **Schedule**.
2. the most **We** will pay for the total of all compensation awards under insured incident Employment Disputes and Compensation Awards 2. Compensation Awards in any one **Period of Insurance** shall not exceed £1,000,000.
3. the most **We** will pay in **Costs and Expenses** is no more than the amount **We** would have paid to a **Preferred Law Firm** or tax consultancy. The amount **We** will pay a law firm (where acting on **Your** behalf) is currently £100 per hour. This amount may vary from time to time
4. in respect of an appeal or the defence of an appeal, **You** must tell **Us** as soon as possible within the statutory time limits allowed that **You** want to appeal. Before **We** pay the **Costs and Expenses** for appeals, **We** must agree that **Reasonable Prospects** exist
5. for an enforcement of judgment to recover money and interest due to **You** after a successful claim under this Section **We** must agree that **Reasonable Prospects** exist
6. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award, and
7. in respect of insured incident Legal Defence 6. Jury Service and Court Attendance the maximum **We** will pay is the **Insured Person's** net salary or wages for the time that the **Insured Person** is attending court or tribunal, less any amount **You**, the court or tribunal pays.

## What We will not pay

1. In the event of a claim, if **You** decide not to use the services of a **Preferred Law Firm** or tax consultancy, **You** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **Us**.
2. If **You** are registered for VAT **We** will not pay the VAT element of any **Costs and Expenses**.
3. The first £500 of any contract dispute claim where the amount in dispute exceeds £5,000 (including VAT). If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

## Insured Incidents

### Employment Disputes and Compensation Awards

#### 1. Employment Disputes

**Costs and Expenses** to defend **Your** legal rights:

- (a) before the issue of legal proceedings in a court or tribunal:
  - (i) following the dismissal of an **Employee**; or

- (ii) where an **Employee** or ex-**Employee** has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure; or

- (b) in unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (c) in legal proceedings in respect of any dispute relating to:
  - (i) a contract of employment with **You**; or
  - (ii) an alleged breach of the statutory rights of an **Employee**, ex-**Employee** or prospective **Employee** under employment legislation.

**We** will not pay for any claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force before:
  - (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this Section;
  - (b) any dispute with an **Employee** who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of this Section if the **Date of Occurrence** was within the first 180 days of the commencement of this Section and the dispute relates directly to the same matter(s) which gave rise to that warning;
  - (c) any notice of redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the commencement of this Section.
2. damages for personal injury.
3. **Employee** internal disciplinary or grievance procedures.
4. pursuing **Your** legal rights.

#### 2. Compensation Awards

**We** will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation or damages following a breach of **Your** statutory duties under employment legislation

in respect of a claim **We** have accepted under insured incident 1. Employment Disputes.

Provided that:

- (a) in cases relating to performance and/or conduct, **You** have throughout the employment dispute either:
  - (i) followed the ACAS Code of Disciplinary and Grievance Procedures; or
  - (ii) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - (iii) sought and followed advice from **Our** legal advice service (telephone **0330 024 2364**).
- (b) for an order of compensation following **Your** breach of statutory duty under employment legislation **You** have at all times sought and followed advice from **Our** legal advice service since the date when **You** should have known about the employment dispute (telephone **0330 024 2364**)
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **You** have sought and followed advice from **Our** legal advice service before starting any redundancy process or procedure with **Employees** (telephone **0330 024 2364**)

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- (d) any sum of money in settlement of a dispute is awarded by a court, tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by default, or is payable under settlement approved in writing in advance by **Us**.

Please note that the total amount payable by **Us** for all compensation awards and sums of money in settlement of a dispute, in aggregate and in any one **Period of Insurance** is £1,000,000.

**We** will not pay for any claim relating to the following:

1. Any compensation award relating to the following:
  - (a) trade union activities, trade union membership or non-membership;
  - (b) pregnancy or maternity rights, paternity, parental or adoption rights;
  - (c) 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.
2. Non-payment of money due under a contract.
3. Any award ordered because **You** have failed to provide relevant records to **Employees** under National Minimum Wage legislation.
4. A compensation award or increase in a compensation Award relating to failure to comply with a current or previous recommendation made by a tribunal.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

### 3. Employee Civil Legal Defence

**Costs and Expenses** to defend the **Insured Person's** (other than **Your**) legal rights if:

- (a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or
- (b) civil action is being taken against them as trustee of a pension fund set up for the benefit of **Your Employees**.

Please note that **We** will only provide cover for an **Insured Person** (other than **You**) at **Your** request.

### 4. Service Occupancy

**Costs and Expenses** to recover possession of premises owned by **You**, or for which **You** are responsible, from **Your Employee** or ex-**Employee**.

**We** will not pay for any claim relating to defending **Your** legal rights other than defending a counter-claim that is an insured incident under this Section.

## Legal Defence

**Costs and Expenses** to defend the **Insured Person's** legal rights: (provided that for each of the following sections of Legal Defence cover **1-7 You** request **Us** to provide cover for the **Insured Person**.)

### 1. Criminal Pre-Proceedings Cover

Prior to the issue of legal proceedings, when dealing with the Police, 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.

Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**, page LEI 2.

**We** will not pay for any claim relating to:

1. any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs
2. investigations due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 2. Criminal Prosecution Defence

Following an event which leads to the **Insured Person** being prosecuted in a court of criminal jurisdiction. Provided that, for claims relating to the Health and Safety at Work etc Act 1974 the **Countries Covered** shall be any place where the Act applies.

Please note **We** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement**, page LEI 2.

**We** will not pay for a claim relating to prosecution due to alleged infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

### 3. Data Protection and Information Commissioner Registration

If civil action is taken against the **Insured Person** for compensation under data protection legislation, when handling personal data in their capacity as a data controller and/or a data processor by:

- (a) An individual. **We** will also pay any compensation award in respect of such a claim.
- (b) A data controller and/or data processor, which arises out of, or relates to, a claim made by an individual for compensation against that data controller and/or data processor. Please note **We** will not pay any compensation award in respect of such a claim.

Provided that:

In respect of **3(a)** any sum of money in settlement of a dispute is awarded by a court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in advance by **Us**.

Please note that **We** will not cover the cost of fines imposed by the Information Commissioner, or any other regulatory and/or criminal body. Please see Section Exclusion 3, page LEI 8.

**We** will not pay for any claim relating the following:

1. the loss, alteration, corruption or distortion of, or damage to stored personal data, or
2. a reduction in the functionality, availability, or operation of stored personal data

resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer

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program that contains any malicious or damaging code, computer virus or similar mechanism.

## 4. Wrongful Arrest

If civil action is taken against the **Insured Person** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **Period of Insurance**.

## 5. Statutory Notice Appeals

In an appeal against the imposition or terms of any statutory notice issued under legislation affecting **Your Business**.

**We** will not pay for:

1. an appeal against the imposition or terms of any statutory notice issued in connection with **Your** licence, mandatory registration or British Standard Certificate of Registration
2. a Statutory Notice issued by an **Insured Person's** regulatory or governing body.

## 6. Jury Service and Court Attendance

An **Insured Person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **Appointed Representative**.

The maximum **We** will pay is the **Insured Person's** net salary or wages for the time that they are absent from work less any amount **You**, the court or tribunal, have paid them.

**We** will reimburse **You** for net salary or wages that **You** have paid the **Insured Person** for that time, less any amount they have been paid by, or can recover from, the court or tribunal.

**We** will not pay for any claim if **You** or the **Insured Person** are unable to prove the loss.

## 7. Disciplinary Hearings

If an event results in a disciplinary case brought against the **Insured Person** by the relevant authority.

### Statutory Licence Appeal

**Costs and Expenses** for:

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **Your** licence, mandatory registration or British Standard Certificate of Registration.

**We** will not pay for any claim relating to:

1. the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
2. the ownership, driving or use of a motor vehicle.

### Contract Disputes

**Costs and Expenses** for:

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **You** or on **Your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds £500 (incl VAT)

- (b) if the amount in dispute exceeds £5,000 (incl VAT) **You** must pay the first £500 of any claim. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover of **Your** claim could be withdrawn.

- (c) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT)

- (d) if the dispute relates to money owed to **You**, a claim under this Section is made within 90 days of the money becoming due and payable.

**We** will not pay for a claim relating to the following:

1. a dispute arising from an agreement entered into prior to the start of cover under this Section if the **Date of Occurrence** is within the first 90 days of the cover provided by this Section, unless equivalent legal expenses insurance was in force immediately before
2. (a) a dispute relating to an insurance policy, other than when **Your** insurer refuses **Your** claim
- (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **We** will cover a dispute with a professional adviser in connection with these matters
- (c) a loan, mortgage, pension, guarantee or any other financial product. However, **We** will cover a dispute with a professional adviser in connection with these matters
- (d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are 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 **You**. (Please refer to insured incident Employment Disputes and Compensation Awards.)
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 **Your** 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 indicates that a defence exists.

### Tenancy Disputes

**Costs and Expenses** for:

A civil dispute between **You** and **Your** landlord relating to premises leased or rented by **You**.

**We** will not pay for any claim relating to:

1. the negotiation, review or renewal of the lease or tenancy agreement
2. a dispute arising from rent or service charges.

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## Debt Recovery

### Costs and Expenses for:

A dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds £500 (incl VAT)
- (b) a claim is made within 90 days of the money becoming due and payable
- (c) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **We** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

**We** will not pay for a claim relating to the following:

1. any debt arising from an agreement entered into prior to the start of the cover under this Section if the debt is due within the first 90 days of the cover provided by the Section unless equivalent legal expenses insurance was in force immediately before
2.
  - (a) the settlement payable under an insurance policy
  - (b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings
  - (c) a loan, mortgage, pension, guarantee or any other financial product. However, **We** will cover a dispute with a professional adviser in connection with these matters
  - (d) a motor vehicle owned by, or hired or leased to **You** other than agreements relating to the sale of motor vehicles where **You** are 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 indicates that a defence exists
5. any dispute which arises from debts **You** have purchased from a third party.

## Property Protection

### Costs and Expenses for:

A civil dispute relating to physical property which is owned by **You**, or is **Your** responsibility following:

- (a) any event which causes physical damage to such physical property; or
- (b) a legal nuisance (meaning any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over, or in connection with it); or
- (c) a trespass.

Please note that **You** must have, or there must be reasonable prospects of establishing **You** have, the legal ownership or right to the physical property that is the subject of the dispute.

**We** will not pay for a claim relating to the following:

1. a contract **You** have entered into (please refer to insured incident Contract Disputes)
2. physical property which is in transit or which is lent or hired out
3. goods at premises other than those occupied by **You** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **You**
4. mining subsidence

5. defending **Your** legal rights but **We** will cover defending a counter-claim that is an insured incident under this Section
6. a motor vehicle owned or used by, or hired or leased to an **Insured Person** (other than damage to motor vehicles where **You** are in the business of selling motor vehicles)
7. the enforcement of a covenant by or against **You**.

## Personal Injury

At **Your** request, **We** will pay **Costs and Expenses** for an **Insured Person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

**We** will not pay for a claim relating to the following:

1. any illness or bodily injury that happens gradually
2. psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
3. defending an **Insured Person's** or their family members' legal rights other than in defending a counter-claim
4. clinical negligence.

## Tax Protection

### Costs and Expenses for:

- (a) A **Tax Enquiry**
- (b) An **Employer Compliance Dispute**
- (c) A **VAT Dispute**

Provided that:

**You** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

Please note **We** will only cover tax claims which arise in direct connection with the activities of the **Business** shown in the **Schedule**. Please see **Our Agreement** on page LEI 2.

**We** will not pay for a claim relating to the following:

1. a tax avoidance scheme.
2. any failure to register for Value Added Tax or Pay As You Earn.
3. any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
4. any claim relating to import or excise duties and import VAT.
5. Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

## Conditions

The following **Conditions** apply to this Section in addition to the **General Conditions and Claims Conditions at the front of this policy**.

## Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **Our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

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If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person chosen. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

### Assessing and Recovering Costs

- (a) An **Insured Person** must instruct the **Appointed Representative** to have **Costs and Expenses** taxed, assessed or audited if **We** ask for this.
- (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **We** have to pay and must pay **Us** any amounts that are recovered.

### Cancelling an Appointed Representatives Appointment

If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **We** provide will end at once, unless **We** agree to appoint another **Appointed Representative**.

### Cancellation

**You** may cancel this Section within 14 days of its inception without any premium charge provided that there have been no claims. If a claim has been reported, no refund of premium will be granted. Thereafter **You** may cancel this Section at any time and **You** will be entitled to a return premium for the exact number of days left on the policy provided that there have been no claims reported. If a claim has been reported no return premium will be granted. If **You** cancel the Legal Expenses Insurance Section **You** must contact **Your** broker.

**We** may cancel this Section at any time provided that **We** give **You** 14 days notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any claim under the Legal Expenses Insurance Section.

Where **We** cancel this Section **We** will provide a return premium for the exact number of days left on the policy provided that there have been no claims reported. If **We** cancel this Section **We** will write to **You** at **Your** address shown in **Our** records.

### Expert Opinion

If there is a disagreement between an **Insured Person** and **Us** on the merits of the claim or proceedings, or on a legal principle, **We** may suggest the **Insured Person** obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **Us** and the cost expressly agreed in writing between the **Insured Person** and **Us**. Subject to this **We** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **We** have agreed to) or make a successful defence. This does not affect **Your** rights under Section condition - Arbitration.

### Fraudulent Claims

**We** will, at **Our** discretion, void this Section (make it invalid) from the date of claim, or alleged claim, and/or **We** will not pay the claim if:

- (a) a claim the **Insured Person** has made to obtain benefit under this Section is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

### Keeping to the Section Terms

An **Insured Person** must:

- (a) keep to the terms and conditions of this Section
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **We** ask for in writing, and
- (e) report to **Us** full and factual details of any claim as soon as possible and give **Us** any information **We** need.

### Offers to Settle a Claim

- (a) An **Insured Person** must tell **Us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **Our** expressed consent
- (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, **We** will not pay further **Costs and Expenses**
- (c) **We** may decide to pay an **Insured Person** the reasonable value of the claim that the **Insured Person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **Us** to take over and pursue or settle a claim in their name. An **Insured Person** must allow **Us** to pursue at **Our** own expense and for **Our** benefit, any claim for compensation against any other person and an **Insured Person** must give **Us** all the information and help **We** need to do so.

### Other Insurances

If any claim covered under this Section is also covered by another policy, or would have been covered if this insurance did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### Your Representation

- (a) On receiving a claim, if representation is necessary, **We** will appoint a **Preferred Law Firm** or tax consultancy as **Your Appointed Representative** to deal with **Your** claim. They will try to settle **Your** claim by negotiation without having to go to court
- (b) If the appointed **Preferred Law Firm** or tax consultancy cannot negotiate settlement of **Your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **You** may, if **You** prefer, choose a law firm or tax expert of **Your** own choice to act as the **Appointed Representative**. **We** will choose the **Appointed Representative** to represent **You** in any proceedings where **We** are liable to pay a compensation award
- (c) If **You** choose a law firm as **Your Appointed Representative** who is not a **Preferred Law Firm** or tax consultancy, **We** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm** or tax consultancy. However if they refuse to act on this basis, the most **We** will pay is the amount **We** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **We** will pay a law firm (where acting on **Your** behalf) is currently £100 per hour. This amount may vary from time to time

# Commercial Legal Expenses

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- (d) The **Appointed Representative** must co-operate with **Us** at all times and must keep **Us** up to date with the progress of the claim.

## Your Responsibilities

An **Insured Person** must:

- (a) co-operate fully with **Us** and the **Appointed Representative**;  
(b) give the **Appointed Representative** any instructions that **We** ask **You** to.

## Withdrawing Cover

- (a) If an **Insured Person** settles a claim or withdraws their claim without **Our** agreement, or does not give suitable instructions to the **Appointed Representative**, **We** can withdraw cover and will be entitled to reclaim any **Costs and Expenses We** have paid.  
(b) If during the course of a claim **Reasonable Prospects** no longer exist the cover **We** provide will end at once. **We** will pay any **Costs and Expenses** and compensation awards, **We** have agreed to, up to the date cover was withdrawn.

## Exclusions

The following **Exclusions** apply to this Section in addition to the **General Exclusions** at the front of this policy.

**We** will not pay for the following:

1. Any claim reported to **Us** more than 180 days after the date the **Insured Person** should have known about the insured incident.
2. **Costs and Expenses** incurred before **Our** written acceptance of a claim.
3. Fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents Employment Disputes and Compensation Awards 2. Compensation Awards and Legal Defence.
4. Legal action an **Insured Person** takes which **We** or the **Appointed Representative** have not agreed to, or where the **Insured Person** does anything that hinders **Us** or the **Appointed Representative**.
5. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any wilful act or omission of an **Insured Person** deliberately intended to cause a claim under this Section.
7. Any claim relating to rights under a franchise or agency agreement entered into by **You**.
8. A dispute with DAS Legal Expenses Insurance Company Limited and/or Covea Insurance plc not otherwise dealt with under Section Condition – Arbitration.
9. Any claim relating to a shareholding or partnership share in the **Business** shown in the **Schedule**.
10. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. Any claim where either at the start of, or during the course of a claim:  
(a) **You** are declared bankrupt

- (b) **You** have filed a bankruptcy petition  
(c) **You** have filed a winding-up petition  
(d) **You** have made an arrangement with **Your** creditors  
(e) **You** have entered into a deed of arrangement  
(f) **You** are in liquidation  
(g) part or all of **Your** affairs or property are in the care or control of a receiver or administrator.

12. Any claim relating to written or verbal remarks that damage the **Insured Person's** reputation.

13. Any claim where an **Insured Person** is not represented by a law firm, barrister or tax expert.

## Important Information

### Registration and Regulatory Information

This Section is underwritten by DAS Legal Expenses Insurance Company Limited who are registered in England and Wales, Company Number 103274. Website: [www.das.co.uk](http://www.das.co.uk)

Head and Registered Office:

DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

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.

### How to Make a Complaint

**We** always aim to give you a high quality service. If you think **We** have let you down you can contact **Us** by:

- phoning **0344 893 9013**
- emailing [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)
- writing to the **Customer Relations Department | DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**
- completing **Our** online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

Further details of **Our** internal complaint-handling procedures are available on request.

### Financial Ombudsman Service

If you are not happy with the complaint outcome or if **We** have been unable to respond to your complaint within 8 weeks, you may be able to contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible complaints. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

You can contact them by:

- phoning **0800 023 4567** (free from mobile phones and landlines) or **0300 123 9123**
- emailing [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

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- writing to [The Financial Ombudsman Service | Exchange Tower | London | E14 9SR](#)

Further information is available on their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) Using this service does not affect your right to take legal action.

### Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **We** cannot meet **Our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, [www.fscs.org.uk](http://www.fscs.org.uk)

### Data Protection

To comply with data protection regulations **We** are committed to processing the personal information fairly and transparently. This Section is designed to provide a brief understanding of how **We** collect and use this information.

**We** may collect personal details, including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place, and this may include underwriting, claims handling and providing legal advice. **We** will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

### Who We Are

**DAS** is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by **Us** and members of the DAS UK Group are covered by **Our** individual company registrations with the Information Commissioner's Office. **DAS** has a Data Protection Officer who can be contacted at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### How We Will Use Your Information

**We** may need to send personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **We** may have to send the personal information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer their claim.

**We** will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**We** will not disclose the personal data to any other person or organisation unless **We** are required to by **Our** legal and regulatory obligations. For example, **We** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **Our** website.

### What Is Our Legal Basis For Processing Your Information?

It is necessary for **Us** to use the personal information to perform **Our** obligations in accordance with any contract that **We** may have with the person taking out this policy. It is also in **Our** legitimate interest to use the personal information for the provision of services in relation to any contract that **We** may have with the person taking out this policy.

### How Long Will Your Information Be Held For?

**We** will retain the personal data for 7 years. **We** will only retain and use the personal data thereafter as necessary to comply with **Our** legal obligations, resolve disputes, and enforce **Our** agreements. If you no longer want **Us** to use the personal data, please contact **Us** at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### What Are Your Rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

### How To Make a Complaint

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the contact details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)