



Tax Enquiry and Legal Expenses Policy Document

Master Scheme Number TS5/4095102



ONLINE LAW GUIDE AND DOCUMENT DRAFTING

EMPLOYMENT MANUAL

Visit WWW.DAS.CO.UK

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

DASBUSINESSLAW

Visit WWW.DASBUSINESSLAW.CO.UK

Using 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. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

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. Details of how to access DASbusinesslaw will be included with **your** policy documentation.

When registering, please enter the following code which will provide **you** with access to a range of free documents: **DAS472301**

HELPLINE SERVICES

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please tell **us** the policy number **TS5/4095102** and the name of the insurance provider who sold **you** the policy.

LEGAL ADVICE SERVICE

Call 0117 934 0167

We provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

TAX ADVICE SERVICE

Call 0117 934 0167

We offer confidential advice over the phone on any tax matters affecting the **business**, under the laws of the United Kingdom.

Tax advice is provided by tax advisors 9am - 5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back.

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

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THE MEANING OF WORDS IN THIS POLICY

appointed representative	The preferred law firm , law firm, tax consultancy , accountant or other suitably qualified person we will appoint to act on the insured person's behalf.
business	As shown in the policy schedule.
business premises	As shown in the policy schedule.
costs and expenses	<p>(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.</p> <p>(b) 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.</p>
countries covered	<p>(a) For insured incidents Legal defence (excluding 5 Statutory notice appeals), and Personal injury 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.</p> <p>(b) For all other insured incidents The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
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).
date of occurrence	<p>(a) For civil cases (other than under insured incident Tax protection), 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.)</p> <p>(b) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law.</p> <p>(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.</p> <p>(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 or employer compliance disputes, the date the dispute arises during the period of insurance.</p> <p>(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.</p>

employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security or Construction Industry 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 .
preferred law firm or tax consultancy	A law firm, barristers' chambers 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	<p>(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), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a preferred law firm or tax consultancy on our behalf, will assess whether there are reasonable prospects.</p> <p>(b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p>
tax enquiry	<p>A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax, Corporation Tax or IR35 compliance check which either:</p> <p>(i) includes a request to examine any aspect of your (and at your request, your directors and partners) books and records; or</p> <p>(ii) advises of a check of your (and at your request, your directors and partners) whole tax return; or</p> <p>(iii) advises of a check of your compliance with IR35 regulations, including any dispute arising from IR35 regulations.</p>
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.
you, your	The business that has taken out this policy (shown as the policyholder in the policy schedule).

WELCOME TO DAS

Thank **you** for purchasing this **DAS** commercial legal protection policy. **Your business** is now protected by Europe's leading legal expenses insurer.

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 **preferred law firm** on behalf of **DAS**.

To make sure that **you** get the most from **your DAS** cover, please take time to read the policy which explains the contract between **us**. Please take care in following the procedures throughout the policy and particularly those applying to the **Employment disputes and compensation awards cover**.

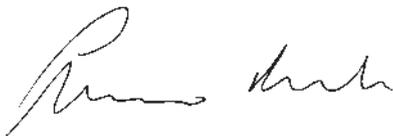
HELPING YOU WITH YOUR LEGAL PROBLEMS

If **you** wish to speak to **our** legal teams about a legal problem, please phone **us** on **0117 934 0167**. **We** will ask **you** about **your** legal issue and if necessary call back to give legal advice.

MAKING A CLAIM

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on **0117 934 0167** and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next.

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.



Andrew Burke
Chief Executive Officer, DAS Group

DAS Head and Registered Office:

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

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

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.

OUR AGREEMENT

This policy, the policy schedule and any endorsement shall be considered as one document.

We agree to provide the insurance described in this policy 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 policy, provided that:

- 1 **reasonable prospects** exist for the duration of the claim
- 2 the **date of occurrence** of the insured incident is during the **period of insurance**
- 3 any legal proceedings will be dealt with in the **countries covered** by:
 - a court; or
 - employment tribunal or employment appeal tribunal; or
 - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court; or
 - the Equality and Human Rights Commission, Equality Commission for Northern Ireland; or
 - any other body which replaces any of the above or which **we** agree to, and
- 4 the insured incident happens within the **countries covered**.

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 for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000
- 2 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**
- 3 in respect of an appeal or the defence of an appeal, **you** must tell **us** within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 4 for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 5 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
- 6 in respect of **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 absent from work less any amount the court 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 The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.
- 3 **We** will not pay more than £10,000 for claims in respect of aspect enquiries.

INSURED INCIDENTS

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

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 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.

A claim relating to the following:

- 1 a dispute where the cause of action arises within the first 90 days of the start of the policy
- 2 a dispute with an employee under a written or oral warning (formal or informal) within 180 days immediately before the start of the policy if the **date of occurrence** was within the first 180 days of the start of the policy
- 3 redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy
- 4 damages for personal injury or loss of or damage to property
- 5 Transfer of Undertakings Regulations (**TUPE**) or the Transfer of Employment (Pension Protection) Regulations.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

2 Compensation awards

We will pay:

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

in respect of a claim **we** have accepted under insured incident 1.

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 **0117 9340167**)*
- (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 **0117 9340167**)*
- (c) *for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department before starting any redundancy process or procedure with **your** employees (Telephone **0117 9340167**)*
- (d) *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 **us**.*

*Please note that the total of compensation awards payable by **us** is £1,000,000 in any one **period of insurance**. Please see **What we will not pay 2**, page 7.*

- 1 Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption 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.
- 2 Non-payment of money due under a contract of employment or a statutory provision.
- 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.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

3 Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **your**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) 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 pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Any claim relating to defending **your** legal rights other than defending a counter-claim.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

LEGAL DEFENCE

Costs and expenses to defend the **insured person's** legal rights:

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

A claim related to the following:

- 1 prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

*Please note this exclusion applies to sections 1 and 2 of the **Legal defence** cover.*

2 Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

*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 7.*

3 Data protection and Information Commissioner registration

(a) If civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

(b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note **we** will not cover the cost of fines imposed by the Information Commissioner. Please see **Policy exclusions 3**, page 16.*

4 Wrongful arrest

If civil action is taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

5 Statutory notice appeals

In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

2 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

3 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.

Provided that:

- (a) for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies
- (b) at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident **3 Data protection and Information Commissioner registration**
- (c) **you** request **us** to provide cover for the **insured person**.

STATUTORY LICENCE APPEAL

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.

A claim relating to the following:

- 1** assistance with the application process either in relation to an original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2** the ownership, driving or use of a motor vehicle.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

CONTRACT DISPUTES

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 £250 (incl VAT).*
- (b) *if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (incl VAT).*

- 1 A dispute arising from an agreement entered into prior to the start of the policy if the **date of occurrence** is within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.
- 2
 - (a) The settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the 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.
 - (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**.
- 4 A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- 5 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

DEBT RECOVERY

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:

The debt exceeds £250 (incl VAT).

A claim relating to the following:

- 1 any debt arising from an agreement entered into prior to the start of the policy if the debt is due within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately.
- 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 and choses in action
(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 the recovery of money and interest due from another party where the other party indicates that a defence exists
- 4 any dispute which arises from debts **you** have purchased from a third party.

PROPERTY PROTECTION

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such material property; or
- 2 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
- 3 a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

A claim relating to the following:

- 1 a contract **you** have entered into
- 2 goods in transit or goods 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
- 6 the enforcement of a covenant by or against **you**.

For advice and to make a claim call **0117 934 0167**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

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.

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

- 1 A **tax enquiry** (including IR35 regulations)
- 2 An **employer compliance dispute**
- 3 A **VAT dispute**
- 4 An IR35 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**, page 7.*

- 1 Any claim relating to 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.

POLICY EXCLUSIONS

We will not pay for the following:

- 1 Late reported claims** **We** will not pay for a claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.
- 2 Costs we have not agreed** **Costs and expenses** incurred before **our** written acceptance of a claim.
- 3 Court awards and fines** 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** and **Legal defence**.
- 4 Legal action we have not agreed** 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 Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 Deliberate acts** Any insured incident deliberately or intentionally caused by an **insured person**.
- 7 Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 8 A dispute with DAS** A dispute with **us** not otherwise dealt with under policy condition 8.
- 9 Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 10 Judicial review** **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 11 Nuclear, war and terrorism risks** Any claim caused by, contributed to by or arising from:
 - (a)** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b)** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c)** war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
 - (d)** pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Bankruptcy** Any claim where either at the start of, or during the course of a claim, **you**:
 - (a)** are declared bankrupt
 - (b)** have filed a bankruptcy petition
 - (c)** have filed a winding-up petition
 - (d)** have made an arrangement with **your** creditors
 - (e)** have entered into a deed of arrangement
 - (f)** are in liquidation
 - (g)** part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 13 Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

- 14 Calendar date devices** Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 Litigant in person** Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

- 1 Your representation**
- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm, tax consultancy** or in-house lawyer 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, tax consultancy** or **our** in-house lawyer 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 choose a law firm or tax expert 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**.
 - (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.
- 2 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.
- 3 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** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to 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 their 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.
 - (d) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** and payable to **us**.
- 4 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.

- 5 Cancelling an appointed representative's 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**.
- 6 Withdrawing cover** 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.
- 7 Expert opinion** **We** may require **you** to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** 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 **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 8 Arbitration** If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from www.financial-ombudsman.org.uk. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 9 Keeping to the policy terms** An **insured person** must:
- (a) keep to the terms and conditions of this policy
 - (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.
- 10 Cancelling the policy** **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.
You can cancel this policy at any time as long as **we** are told at least 14 days beforehand.
- 11 Fraudulent claims** **We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **we** will not pay the claim if:
- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
- 12 Claims under this policy by a third party** Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13 Other insurances

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

14 Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

DATA PROTECTION

To provide and administer the legal advice service and legal expenses insurance **we** must process **your** personal data (including sensitive personal data) that **we** collect from **you** in accordance with **our** Privacy Policy.

To do so, **we** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give **you** legal advice, **we** may have to send information outside the European Economic Area.

In doing this, **we** will comply with the Data Protection Act 1998. Unless required by law or by a professional body, **we** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to the Group Data Protection Controller at **our DAS** Head Office address – please see page 6.

HOW TO MAKE A COMPLAINT

We always aim to give **you** a high quality service. If **you** think **we** have let **you** down, please write to **our** Customer Relations Department at **our DAS** Head Office address – please see page 6.

Or **you** can phone **us** on **0344 893 9013** or email **us** at customerrelations@das.co.uk
Details of **our** internal complaint-handling procedures are available on request.

If **you** are still not satisfied, and are a small business, **you** can contact the Insurance Division of the Financial Ombudsman Service at:
Exchange Tower | London | E14 9SR

You can also contact them on: **0800 023 4567** (free from a landline), **0300 123 9123** (free from some mobile phones) or email them at complaint.info@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**

You can also contact them by telephone on **0300 555 0333** or email them at enquiries@legalombudsman.org.uk
Website: www.legalombudsman.org.uk

Using these services does not affect **your** right to take legal action.

YOUR IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE

Call **0117 934 0167** when you require legal advice

CLAIMS HELPLINE

Call **0117 934 0167** when you need to make a claim

TAX ADVICE SERVICE

Call **0117 934 0167** when you require tax advice

COUNSELLING SERVICE

Call **0344 893 9012** for confidential counselling

DASBUSINESSLAW

Visit **www.dasbusinesslaw.co.uk** for online legal advice and documents. When registering, please enter the following code which will provide you with access to a range of free documents: **DAS472301**

DAS EMPLOYMENT MANUAL

Visit **www.das.co.uk** and click on the Employment Manual icon.