COMMERCIAL LEGAL PROTECTION

LEGAL ADVICE AND PROTECTION FOR YOUR BUSINESS

THIS IS YOUR POLICY WORDING

Policy number: TS5/3653984
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. To access DASbusinesslaw, you will need to register at 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: DAS472301. If you experience any problems accessing the service, please email details of your problem to businesslaw@das.co.uk with your policy number in the subject box.

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 quote your policy number TS5/3653984 and the name of the insurance provider who sold you the policy.

LEGAL ADVICE SERVICE
Call 0117 933 0606

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 933 0606

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.

CONTENTS

ONLINE LAW GUIDE AND DOCUMENT DRAFTING  2
HELPLINE SERVICES  2
THE MEANING OF WORDS IN THIS POLICY  4
WELCOME TO DAS  6
Helping you with your legal problems
Making a claim
OUR AGREEMENT  7
What we will pay
What we will not pay
INSURED INCIDENTS  8
Employment disputes and compensation awards
Legal defence
Statutory licence appeal
Contract disputes
Debt recovery
Property protection
Personal injury
Tax protection

POLICY EXCLUSIONS  18
POLICY CONDITIONS  19
DATA PROTECTION  21
HOW TO MAKE A COMPLAINT  21
YOUR IMPORTANT INFORMATION  BACK PAGE
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
(a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the DAS Standard Terms of Appointment.
(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.

countries covered
(a) For insured incidents Legal defence (excluding 6 Statutory notice appeals and 7 Disciplinary Hearings), 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.
(b) For all other insured incidents
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, 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).

date of occurrence
(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.)
(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 or employer compliance disputes, the date the dispute arises during the period of insurance.
(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.

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.
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

(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.

(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%.

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:
(i) includes a request to examine any aspect of your books and records; or
(ii) 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.

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 933 0606. 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 933 0606 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, or
3. during the currency of a previous equivalent legal expenses insurance policy, provided that:
   a. the previous legal expenses insurance policy required you to report claims during its currency,
   b. you could not have notified a claim previously as you could not have reasonably been aware of the insured incident
   c. cover has been continuously maintained in force
   d. we will not cover any claim that should have been covered under a previously operative legal expenses insurance policy
   e. the available limit of indemnity shall be limited to the lesser of the sums payable under this or your previous policy
4. any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered, and
5. 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. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time
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 & 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.
For advice and to make a claim call 0117 933 0606

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**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 following the dismissal of an employee; 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  unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy:

- (a) any dispute where the originating cause of action arises within the first 90 days of the commencement of this policy;
- (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 policy if the date of occurrence was within the first 180 days of the commencement of this policy;
- (c) any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the commencement of this policy

2  damages for personal injury or loss of or damage to property

3  Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.
For advice and to make a claim call 0117 933 0606

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

## 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 Employment disputes and compensation awards.

**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 number above)
(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 number above)
(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 number above)
(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.

### 1 Employment disputes and compensation awards

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.
For advice and to make a claim call 0117 933 0606

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

### 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.
### 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.

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**.

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**.

---

### What is covered

Please also refer to our agreement.

---

### What is not covered

Please also refer to the policy exclusions.

---

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.
For advice and to make a claim call **0117 933 0606**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**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**.

**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.

**7 Disciplinary hearings**

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

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 4 **Data protection and Information Commissioner registration**

(c) **you** request **us** to provide cover for the **insured person**.
For advice and to make a claim call 0117 933 0606

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**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.
<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**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 £500 (incl VAT) and does not exceed £5,000 (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 £500 (incl VAT) but do not exceed £5,000 (incl VAT)

(c) if the dispute relates to money owed to you, a claim under the policy is made within 90 days of the money becoming due and payable.

A claim relating to the following:

1 unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, 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

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 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 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with you

4 a dispute which arises out of the:
   - sale or provision of computer hardware, software, systems or services;
   - 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.
For advice and to make a claim call 0117 933 0606

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**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:*

(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.

A claim relating to the following:

1. unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, 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
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. 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.
## What is covered
Please also refer to our agreement.

### 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.

### 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.

## What is not covered
Please also refer to the policy exclusions.

### PROPERTY PROTECTION
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. 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
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.
For advice and to make a claim call **0117 933 0606**

<table>
<thead>
<tr>
<th>What is covered</th>
<th>What is not covered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Please also refer to our agreement.</td>
<td>Please also refer to the policy exclusions.</td>
</tr>
</tbody>
</table>

**TAX PROTECTION**

1. A tax enquiry.
2. An employer compliance dispute.
3. 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*, 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** Any claim reported to us more than 180 days after the date the insured person should have known about the insured incident.

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 our 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. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

(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 this service does not affect your right to take legal action.
YOUR IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE
Call 0117 933 0606 when you require legal advice

CLAIMS HELPLINE
Call 0117 933 0606 when you need to make a claim

TAX ADVICE SERVICE
Call 0117 933 0606 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.