



# **BUSINESS COMMERCIAL LEGAL PROTECTION**

**INSURANCE & ADVICE FOR BUSINESSES**

**THIS IS YOUR KEY FACTS SUMMARY**



**FIRST FOR JUSTICE**

# POLICY SUMMARY

This policy summary gives key information about Business Commercial Legal Protection, underwritten by DAS Legal Expenses Insurance Company Limited. It does not contain the full terms and conditions of the policy, which can be found in the Business Commercial Legal Protection policy documentation.

Your cover will be valid for the period of insurance shown in the policy schedule.

For further information, please contact your insurance adviser. 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.

Features and benefits	Significant exclusions or limitations	Policy section
<p>For the incidents and circumstances listed below we will resolve an insured legal problem, either ourselves or through external lawyers and other experts we will appoint.</p> <p>We will appoint our preferred choice of law firm to deal with your claim and will pay their costs and expenses, which include opponents' costs.</p> <p>We will also pay employment compensation awards.</p>	<p>In civil claims reasonable prospects of success must exist for the duration of the claim, i.e. it must be more likely than not that the insured person will recover damages or make a successful defence of their claim.</p> <p>External costs and employment compensation awards are limited to the amount shown in your policy schedule.</p> <p>If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm will be your responsibility and these will not be paid by us. The amount we will pay a law firm, which may vary from time to time, is currently £100 per hour.</p> <p>Costs and expenses incurred without our prior written approval.</p> <p>Unless it necessary to start legal proceedings or there is a conflict of interest, we are free to choose the representative who will help you.</p> <p>We will choose the representative to represent you in any proceedings where we are liable to pay a compensation award.</p>	<p><b>PAGE 7 OUR AGREEMENT 1</b></p> <p><b>PAGE 7 WHAT WE WILL PAY 1</b></p> <p><b>PAGE 7 WHAT WE WILL NOT PAY 1</b></p> <p><b>PAGE 16 POLICY EXCLUSIONS 2</b></p> <p><b>PAGE 17 POLICY CONDITIONS 1(a) and (b)</b></p> <p><b>PAGE 17 POLICY CONDITIONS 1(a) and (b)</b></p>

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<p><b>EMPLOYMENT DISPUTES AND COMPENSATION AWARDS</b> We will defend your legal rights:</p> <ul style="list-style-type: none"> <li>▪ before the issue of legal proceedings following the dismissal of an employee; or where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure.</li> <li>▪ in respect of any dispute with an employee or ex-employee relating to their contract of employment.</li> <li>▪ in respect of any dispute with an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.</li> </ul> <p><b>COMPENSATION AWARDS</b> For claims we have approved under Employment disputes and compensation awards, we will pay:</p> <ul style="list-style-type: none"> <li>▪ any basic and compensatory award.</li> <li>▪ Compensation awards arising from an alleged breach of statutory duties under employment legislation.</li> </ul> <p><b>EMPLOYEE CIVIL LEGAL DEFENCE</b> We will defend your employees' legal rights:  In civil actions taken against them under unlawful discrimination legislation or in their role as a trustee of a pension fund.</p> <p><b>SERVICE OCCUPANCY</b> We will pursue a dispute with an employee or ex-employee to recover possession of premises.</p>	<p>Employment disputes within the first 90 days of the start of the policy.</p> <p>Disputes with employees concerning redundancy within the first 180 days of the start of the policy.</p> <p>Transfer of Undertakings or Transfer of Employment claims.</p> <p>The total amount of compensation we will pay in any one period of insurance is shown in the policy schedule.</p> <p>A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.</p> <p>We will only provide cover for an insured person at your request.</p> <p>Defending claims apart from defending a counter-claim.</p>	<p><b>PAGE 8 WHAT IS NOT COVERED UNDER (1) EMPLOYMENT DISPUTES (1)</b></p> <p><b>PAGE 8 WHAT IS NOT COVERED UNDER (1) EMPLOYMENT DISPUTES (3)</b></p> <p><b>PAGE 8 WHAT IS NOT COVERED UNDER (1) EMPLOYMENT DISPUTES (5)</b></p> <p><b>PAGE 9 WHAT IS COVERED UNDER (2) COMPENSATION AWARDS, PROVIDED THAT</b></p> <p><b>PAGE 9 WHAT IS NOT COVERED UNDER (2) COMPENSATION AWARDS (5)</b></p> <p><b>PAGE 9 WHAT IS COVERED UNDER (3) EMPLOYEE CIVIL LEGAL DEFENCE,</b> <i>Please note</i></p> <p><b>PAGE 9 WHAT IS NOT COVERED UNDER (4) SERVICE OCCUPANCY</b></p>

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<p><b>LEGAL DEFENCE</b> We will defend an insured an insured person's legal rights:</p> <ul style="list-style-type: none"> <li>▪ prior to the issue of legal proceedings in a criminal matter.</li> <li>▪ following criminal prosecutions.</li> <li>▪ in civil actions for compensation under section 13 of the Data Protection Act 1998.</li> <li>▪ in appeals against the refusal of the Information Commissioner to register the business.</li> <li>▪ in civil actions for wrongful arrest following an accusation of theft.</li> <li>▪ in appeals against the imposition or terms of a Statutory Notice.</li> </ul> <p>We will pay for an insured person's absence from work to perform jury service or attend any court or tribunal.</p>	<p>Any prosecution due to infringement of road traffic regulations in connection with the ownership, driving or use of a motor vehicle.</p> <p>Any investigations and/or prosecutions that are not in direct connection with the activities of the business.</p>	<p><b>PAGE 10 WHAT IS NOT COVERED UNDER (1) CRIMINAL PRE-PROCEEDINGS COVER AND (2) CRIMINAL PROSECUTION DEFENCE</b></p> <p><b>PAGE 10 WHAT IS NOT COVERED UNDER (1) CRIMINAL PRE-PROCEEDINGS COVER AND (2) CRIMINAL PROSECUTION DEFENCE, <i>Please note</i></b></p>
<p><b>CONTRACT DISPUTES</b> We will pursue or defend a claim for the purchase, hire, sale or provision of goods and services</p>	<p>The amount in dispute must exceed £500 (incl VAT), but does not exceed £5,000 (incl VAT).</p> <p>Disputes concerning a loan, mortgage, pension, guarantee or any other financial product.</p> <p>Disputes arising from the sale, provision or purchase of computer hardware, software, systems, or services.</p> <p>Disputes arising within the first 90 days of the policy if the agreement was entered into before the start of the policy.</p>	<p><b>PAGE 12 WHAT IS COVERED UNDER CONTRACT DISPUTES PROVIDED THAT (a)</b></p> <p><b>PAGE 12 WHAT IS NOT COVERED UNDER CONTRACT DISPUTES (2) (c)</b></p> <p><b>PAGE 12 WHAT IS NOT COVERED UNDER CONTRACT DISPUTES (4)</b></p> <p><b>PAGE 12 WHAT IS NOT COVERED UNDER CONTRACT DISPUTES (1)</b></p>
<p><b>PROPERTY PROTECTION</b> Negotiating for your legal rights in a civil dispute following:</p> <ul style="list-style-type: none"> <li>▪ an event causing physical damage to property</li> <li>▪ incidents of nuisance or trespass</li> </ul>	<p>Goods in transit or goods lent or hired out.</p> <p>Motor vehicles unless the business is engaged in the selling of motor vehicles</p>	<p><b>PAGE 13 WHAT IS NOT COVERED UNDER PROPERTY PROTECTION (2)</b></p> <p><b>PAGE 13 WHAT IS NOT COVERED UNDER PROPERTY PROTECTION (6)</b></p>

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<p><b>PERSONAL INJURY</b> Negotiating for an insured person's (and their family members') legal rights following an event causing death or bodily injury to them in an accident arising from the business activities.</p>	<p>Any illness or bodily injury that happens gradually.</p> <p>Psychological injury or mental illness.</p> <p>Clinical negligence.</p>	<p><b>PAGE 13 WHAT IS NOT COVERED UNDER PERSONAL INJURY (1)</b></p> <p><b>PAGE 13 WHAT IS NOT COVERED UNDER PERSONAL INJURY (2)</b></p> <p><b>PAGE 13 WHAT IS NOT COVERED UNDER PERSONAL INJURY (4)</b></p>
<p><b>TAX PROTECTION</b> We will negotiate and represent you when dealing with HM Revenue &amp; Customs:</p> <ul style="list-style-type: none"> <li>▪ following a written notice of enquiry to carry out an Income Tax or Corporation Tax compliance check.</li> <li>▪ in a dispute concerning compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.</li> <li>▪ in VAT disputes.</li> </ul>	<p>Any failure to register for VAT or Pay As You Earn.</p> <p>Any claims relating to import or excise duties and import VAT.</p> <p>Any investigations or enquiry into alleged dishonesty or criminal offences.</p>	<p><b>PAGE 14 WHAT IS NOT COVERED UNDER TAX PROTECTION (1)</b></p> <p><b>PAGE 14 WHAT IS NOT COVERED UNDER TAX PROTECTION (3)</b></p> <p><b>PAGE 14 WHAT IS NOT COVERED UNDER TAX PROTECTION (5)</b></p>
<p><b>TELEPHONE HELPLINE SERVICES</b></p> <p><b>LEGAL ADVICE</b> Advice on any commercial legal problem affecting the business under UK or European law.</p> <p><b>TAX ADVICE</b> Advice on any commercial tax matters under UK legislation.</p> <p><b>COUNSELLING</b> Confidential counselling service including, where appropriate, onward referral to any relevant voluntary and/or professional services.</p>	<p>Advice about the law in countries outside England and Wales is available 9am – 5pm, Monday to Friday, excluding public and bank holidays.</p> <p>Advice is provided by tax advisers 9am – 5pm, Monday to Friday, excluding public and bank holidays.</p> <p>No cover for costs of using referral services.</p>	<p><b>PAGE 2 LEGAL ADVICE SERVICE</b></p> <p><b>PAGE 2 TAX ADVICE SERVICE</b></p> <p><b>PAGE 3 COUNSELLING SERVICE</b></p>

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<p><b>ONLINE SERVICES</b></p> <p><b>DASBUSINESSLAW</b> Business reference guide providing useful tools, articles and information, including a document builder that can create ready-to-sign contracts, agreements and letters.</p> <p><b>EMPLOYMENT MANUAL</b> Comprehensive, up to date guidance on rapidly changing employment law.</p>		<p><b>PAGE 2 DASBUSINESSLAW</b></p> <p><b>PAGE 2 EMPLOYMENT MANUAL</b></p>
<p><b>COUNTRIES COVERED</b> The UK for most insured incidents but cover for Legal defence (excluding statutory licence appeals) and Personal injury extends to EU member states and other specific European nations.</p>		<p><b>PAGE 4 THE MEANING OF WORDS IN THIS POLICY</b></p>
<p><b>LAW THAT APPLIES</b> This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the business is registered. Otherwise the law of England and Wales applies.</p>		<p><b>PAGE 18 POLICY CONDITIONS 14</b></p>

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Agent's address

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