

Commercial legal policy

Policy summary

Cliverton

A Partner You Can Trust

AbbeyLegal 
Legal Protection Insurance

The purpose of this summary is to help you understand your insurance policy. It sets out the significant features, benefits, limitations and exclusions but does not form part of your policy or contain the full terms of the policy. You should read the full policy wording for a full description of the terms of the insurance, including definitions.

Insurance provider

The insurance is underwritten by Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ and is administered by Abbey Legal Protection, a trading division of Abbey Protection Group Limited.

Who is this policy for?

It is designed for businesses who want to insure against the costs of legal or professional representation they will incur in the types of disputes described in the sections of cover below.

Period of insurance

The period of insurance is for 12 months or as otherwise stated in your policy schedule.

Premium

The premium payable is as stated in your policy schedule

Claims notifications

This is a claims made policy which covers claims notified to us within the period of insurance.

Significant features, benefits limitations/exclusions

The following tables set out the significant features and benefits described in the sections of cover below and the significant/unusual limitations and exclusions of the policy

Significant features

The most that we will pay	Criminal defence: Interview under caution - £2,500 any one claim Tax protection: Current tax year enquiry - £1,000 any one claim Court attendance costs - £1,000 any one claim All other Sections of cover - £100,000 any one claim For all claims in the period of insurance - £1,000,000
Territorial limits	The United Kingdom of Great Britain and Northern Ireland
Excess	<ol style="list-style-type: none"> Excess for our choice of representative Tax protection (Aspect enquiry) - £1,000 Contract disputes - £500 All other Sections of Cover - £0 Excess for your choice of representative Property and landlord and tenant disputes - £1,000 Criminal defence - £1,000 Regulatory compliance - £1,000 Employee extra protection - £1,000 Contract disputes - £1,000 All other Sections of Cover – Not applicable
Minimum sum in dispute	Section of cover: Contract disputes - £1,000
Reasonable prospects of success	Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections: Employment disputes - ACAS Early Conciliation Employment disputes - Employment Tribunals response (ET3) Employment disputes - Pre-hearing review/Employment status disputes Criminal defence - Interview under caution Crisis communication Court attendance costs

Policy benefits/sections of cover	Significant exclusions/limitations
<p>Employment disputes Cover for costs of representation in defence of an employment dispute at a/an:</p>	
<p>ACAS Early Conciliation To take part in the process</p>	
<p>Employment Tribunal response (ET3) To enter a response to a claim (ET1)</p>	
<p>Pre-hearing review/employment status disputes To decide the employment status of a worker alleging to be an employee</p>	
<p>Employment Tribunal hearing Preparation for the hearing or negotiating settlement</p> <p>County or High Court proceedings Representation or negotiating a settlement</p>	<p>Employment Tribunal hearing / County or High Court proceedings only We will not cover you if you have not followed either:</p> <ul style="list-style-type: none"> • The advice of the Abbey advice line at the following times: <ol style="list-style-type: none"> 1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee 2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them 3. When an employee resigns or walks out after expressing verbal or written dissatisfaction <p>or</p> <ul style="list-style-type: none"> • The ACAS code of practice on disciplinary and grievance procedures where applicable
<p>Employment compensation awards Cover for basic and compensatory awards provided to you, currently have a claim accepted under Section of cover: Employment Tribunal hearing:</p>	<p>All of Employment compensation awards We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so</p>
<p>Awards of compensation Compensation you are ordered to pay by a Tribunal</p>	
<p>Settlement of a dispute Compensation agreed by us in settlement of a dispute</p>	
<p>Tribunal fees Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement</p>	

Property and landlord and tenant disputes	
We will cover costs to obtain damages or other legal remedy for:	We will not cover you for disputes:
Property disputes <ul style="list-style-type: none"> • Trespass on your property • Nuisance affecting your property • The defence of another's claimed right of way over your property • Your use of a right you have over another's property as recorded in your title documents • Pursuing another for physical damage to your property 	Property disputes <ul style="list-style-type: none"> • Over a contract • Where another party's argument is that they own some or all of your property • Where rights have arisen through your use or occupation over a length of time
Disputes with your landlord <ul style="list-style-type: none"> • Your landlord's failure to maintain or repair your property as required by your lease or tenancy • An allegation by your landlord that you failed to maintain or repair property as required by your lease or tenancy • The defence of a demand for dilapidations at the expiry of your lease or tenancy • The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property 	Disputes with your landlord Arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property
Disputes with your tenant <ul style="list-style-type: none"> • Your tenant's failure to maintain or repair your property as required by your lease or tenancy • An allegation by your tenant that you failed to maintain or repair property as required by your lease or tenancy • Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy 	Disputes with your tenant Over dilapidations unless you have served a notice of dilapidations to your tenant and you have an independent expert valuation of the dilapidations
Eviction The eviction of your tenant, employee/ex-employee following the expiry of the tenancy or licence granted for the use of property	Eviction Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property
	All of Property and landlord disputes <ul style="list-style-type: none"> • Over a contract unless it is a tenancy, licence or leasehold agreement • Where you will not suffer a financial loss or a reduction in property value • Where you have not made a claim under a more suitable insurance policy • Over planning or building decisions or compulsory purchase orders or works under the order of any government authority • Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property • Caused by seepage, pollution or contamination of any kind

Criminal defence We will cover costs for your:	We will not cover claims:
Interview under caution Representation (including written submissions) at an interview under caution	Interview under caution Where you are required by the Police to immediately attend an interview under caution at a Police station
Prosecution defence Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	Prosecution defence <ul style="list-style-type: none"> Involving a motoring offence, an assault or a sexual offence (unless you maintain a not guilty plea), fraud, dishonesty, criminal damage or tax proceedings For your employee, director or a partner of your business if charged under the corporate manslaughter or corporate homicide act 2007 Caused by seepage, pollution or contamination of any kind
Tax protection Cover for costs in representing you before HMRC in respect of a/an:	All of Tax protection We will not cover enquiries where: <ul style="list-style-type: none"> There is not a reasonable prospect of reducing the liabilities alleged by HMRC You have missed a tax deadline or wholly provisional figures are used There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution National minimum wage or living wage are alleged not to have been paid
Aspect enquiry HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return	
Full enquiry HMRC formal notice to examine all your financial records of income and corporation tax	
National Insurance and PAYE disputes HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit	
Current tax year enquiry Schedule 36 inspection of business records, assets and premises	
VAT disputes Alleged failure to pay VAT	
Regulatory compliance We will cover you for costs (or Compensation for Section of cover: Data protection compensation) for a/an:	
Health and Safety Executive enforcement notices Appeal against an improvement or prohibition notice issued by the health and safety executive	
Abatement notice appeals Appeal against an abatement notice issued by a local authority for a statutory nuisance	Abatement notices appeals <ul style="list-style-type: none"> More than one claim Arising from planning applications, decisions or disputes
Licence appeals Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence	Licence appeals <ul style="list-style-type: none"> Appeals arising from a change in the law or regulation The costs of complying with a notice/order Claims involving firearms, driving or property licences
Data protection defence Defence under the Data Protection Act 1998 (Section 13)	
Data protection compensation Compensation as a result of holding, losing or unauthorised disclosure of data	Data protection compensation The party you are in dispute with has not suffered a specific financial loss

<p>Court attendance costs We agree to pay:</p>	<p>We will not cover you for:</p>
<p>Jury service The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court</p>	
<p>Witness attendance allowance The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy</p>	<p>Witness attendance allowance</p> <ul style="list-style-type: none"> • Expert witnesses • Salaries or wages • Costs which could be claimed from a prosecuting authority
<p>Employee extra protection We agree to pay costs:</p>	<p>We will not cover claims:</p>
<p>Pension trustee defence To defend directors / partners in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of employees</p>	
<p>Wrongful arrest To defend civil legal proceedings against your employee/ directors/partners in respect of allegations of detaining someone against their will</p>	<p>Wrongful arrest Where allegations were made by a worker/ex-worker</p>
<p>Personal injury For your employee/directors/partners to pursue a damages claim for physical bodily injury suffered whilst carrying out the business activity which was caused by the act of another party</p>	<p>Personal injury Where the legal case is or may be against you</p>
<p>Crisis communication Following an event which causes your business severe negative publicity and damages your business' reputation and is likely to have a significant financial impact on your business we agree to pay costs to:</p> <ol style="list-style-type: none"> 1. Prepare a media statement or press release 2. Represent Your business at a press conference 3. Prepare a communication for Your customers 4. Prepare a telephone message or website statement 	<p>We will not cover claims:</p> <ul style="list-style-type: none"> • Where cover would not lessen the reputational or financial damage to your business • Concerning critical reviews or complaints

<p>Contract disputes We agree to pay costs in a dispute over:</p>	<p>We will not provide cover for:</p>
<p>Contracts for goods and services A contract for the sale, hire or supply of goods and services</p>	<p>Contracts for goods and services</p> <ul style="list-style-type: none"> • Over construction contracts • Over undisputed debts unless the debt is at least 90 days overdue and You have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date
<p>Contracts for construction and repairs A Construction Contract (including any variations to the Construction Contract) for work undertaken on your property that is in writing and which states:</p> <ol style="list-style-type: none"> 1. The parties to the contract 2. The date work is to commence 3. The work to be done and the timescales for the work to be done <p>The amount of money to be paid for the work and when it is to be paid</p>	<p>Contracts for construction and repairs</p> <ul style="list-style-type: none"> • Estimated to cost more than the maximum construction project value (as stated in the indication/schedule) • Where work commenced before the construction contract/variation to construction contract was agreed • Agreed or any work started before the inception of this policy, unless continuous insurance exists • Where you are carrying out the works <p>If your business is in the construction industry</p>
	<p>All of Contract disputes</p> <ul style="list-style-type: none"> • Disputes below the minimum sum in dispute specified in the policy schedule/indication • Guarantees • Contracts you enter into through an agent or which you have taken over from someone else by assignment • Franchise contracts • Disputes over hire purchase, credit agreements insurance or financial securities • Contracts of employment • Any tenancy agreement, lease or licence to use land or buildings
	<p>What is not covered by this Policy?</p> <ul style="list-style-type: none"> • Any claims where you do not have reasonable prospects of success in your case • Any costs incurred before we have consented to those costs being incurred • Pre-existing circumstances

Advice

You will have free access to legal, tax and crisis telephone advice services by calling the Abbey Advice Line.

You will also be able to register for eIXtr, an online Employment Law, Health and Safety Law and Business Law information resource portal.

Claims Handling and Claims Notification

Where recourse is necessary to a lawyer and proceedings are issued you are free to choose your own lawyer or suitably qualified representative provided the proposed lawyer or suitably qualified representative is appropriate and their proposed charging rate is fair and reasonable with regard to the particular proceedings.

Initial notification of a claim must be made immediately by writing to:

The Claims Department
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Email: claims@abbeylegal.com

Cooling Off

If you are an individual acting for purposes outside your trade, business or profession, you have a right to change your mind and cancel your Policy within 14 days of insuring with us and receiving your policy documents, by writing to:

Cliverton
15-17 Norwich Road
Fakenham
Norfolk
NR21 8AU

No charge will be made and any premium you have already paid will be refunded.

Your right to complain

If you are not satisfied with any aspect of our service or the insurance provided, you should contact us by writing to:

The Customer Services Manager
Abbey Legal Protection
20 Fenchurch Street
London
EC3M 3AZ
Email: complaints@abbeylegal.com

We will do our best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR
Helpline: 0800 023 4567
Switchboard: 020 7964 1000
Website: www.financial-ombudsman.org.uk

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

Your right to compensation

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the Claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

Applicable Law

If there is a dispute between you and the Insurer, you and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England and Wales.

AbbeyLegal

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