

# Commercial legal policy

**Policy wording**

**Cliverton**

# Welcome

Welcome and thank you for choosing to buy your Commercial legal policy from Abbey Legal Protection. This document, the schedule and any endorsements all form your policy and set out the terms and conditions of the agreement between us.

We understand you may be very busy, but we strongly suggest that you read the whole of this agreement. At the very least, please make sure you read:

- 1) The remainder of the **Welcome** pages
- 2) The **Important information** section
- 3) The Key Facts Policy Summary
- 4) The policy schedule

## How to contact us about your insurance policy

### 1) To make a claim

If you need to make a claim or let us know about a situation that could lead to a claim, you should contact us as soon as possible providing your policy number and brief details of the circumstances.

Our contact details are:

The Claims Department  
Abbey Legal Protection  
20 Fenchurch Street  
London  
EC3M 3AZ

0345 350 1099

[claims@abbeylegal.com](mailto:claims@abbeylegal.com)

A claim form will be sent to you for completion and this must be returned without delay.

### 2) To make a complaint

If you are not satisfied with any part of our service then you should contact us using the details in **Important information – How to make a complaint** and we will do our best to resolve the problem.

### 3) To talk to us about your policy

If you need any help to fully understand what is covered under this Business Legal policy please contact your insurance broker or let us know by contacting us on:

0345 350 1099

[underwriters@abbeylegal.com](mailto:underwriters@abbeylegal.com)

## How to contact us for advice

### 1) For advice

Your policy provides access to a 24/7 year round telephone advice line. This service provides advice on general legal matters on the law which applies in the UK.

You can also get advice on tax, crisis management and health and safety matters in the UK by calling the same number 9-5 Monday to Friday (excluding public holidays).

The telephone number to call is shown in your policy schedule and you will need your policy number to access the advice.

## 2) For legal resources, news and documents

To complement the legal advice line you have access to eIXtr, a website providing: legal information, factsheets and documents delivering up to date employment law, health and safety and business law resources.

To access, visit [www.abbeylegal.com](http://www.abbeylegal.com) and click the eIXtr tab to log in using the code provided by your broker.

## Special or unusual conditions and terms of this policy

The policy comes with some important conditions and terms that you need to be aware of:

### 1) Prospects of success

We will only cover your claim if there is a greater than 50% chance of:

- successfully pursuing your case and securing a legal and/or financial remedy
- not being found liable in a civil (not criminal) case against you
- being found not guilty in the defence of a criminal prosecution
- securing a significant reduction of your punishment or fine if pleading guilty in a criminal prosecution

### 2) Employment disputes

To maximise your chances of having reasonable prospects of success in employment disputes we strongly recommend that you call the legal advice line number shown in your policy schedule at the following times and follow their advice:

1. Before disciplining, suspending, dismissing, starting a retirement or redundancy process or making or proposing to make unfavourable changes to the terms of an employee's contract of employment
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

Or at the very least comply with the ACAS code of conduct which the legal advice line can also advise you on.

### 3) Defined terms

Some of the words in your policy have a specific meaning and we have highlighted these to you by showing them in **bold** print. Please see the **Defined terms** section at the end of this policy to see what these words mean.

## **Contents page**

Page 5	Sections of cover
Page 13	What is not covered?
Page 14	Claims conditions
Page 17	Important information
Page 20	Defined terms

# Your insurance policy

This is the agreement between **you** and **us**

## Things we will do

**We** will provide the cover as written in this **policy** for:

- Disputes under the **Sections of cover** shown as insured in **your policy** schedule
- **Costs** up to the limits shown in **your policy** schedule
- **Claims** or notifiable circumstances notified to **us** during **your period of insurance** which are in connection with **your** business description as stated in **your policy** schedule
- Disputes, legal proceedings or HMRC investigations that are or would be within the **territorial limits** as stated in **your policy** schedule

## Things you must do

**You** must comply with the following conditions which are summarised below and some of which are more fully explained in the remainder of this agreement. If **you** fail to do so, **we** may not pay **your claim**, or any payment could be reduced.

**You** must:

- 1) pay the premium for **your policy**
- 2) provide **us** with a truthful account of **your** circumstances and any extra information **we** ask for, to underwrite **your policy** and assess **your claim**
- 3) tell **us** as soon as possible if there is a change in **your** circumstances such as:
  - Any change of ownership of **your** business
  - If **your** business is involved in a merger or the acquisition of another business
  - Any change in **your** business description
- 4) take all reasonable steps to avoid and prevent tax investigations, legal proceedings and disputes
- 5) minimise the cost and effect of any **claim** by taking all reasonable steps to avoid unnecessary expense
- 6) follow the **Claims conditions** of this **policy**

If **you** do not meet **your** part of the agreement **we** may:

- Not cover all or part of **your claim** and **we** may recover any payments already made
- Increase **your** premium or change the terms of **your policy**
- Cancel **your policy** and treat it as though it did not exist to begin with

## Sections of cover

<b>Employment disputes</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<p><b>We</b> will cover <b>costs you</b> incur in the defence of an employment dispute between <b>you</b> and <b>your employee</b>, ex-<b>employee</b>, interviewee/applicant to become an <b>employee</b> over their contract of employment or over employment law or with a worker that alleges to be an <b>employee</b> at the following stages:</p>	<p><b>We</b> will not cover <b>claims</b> where:</p>
<p><b>ACAS Early Conciliation</b></p> <p>Taking part in an ACAS Early Conciliation process</p>	
<p><b>Employment Tribunals response (ET3)</b></p> <p>Setting out <b>your</b> initial response to a claim (et1) against <b>you</b> at an Employment Tribunal</p>	
<p><b>Pre-hearing review/Employment status disputes</b></p> <p>Preparation for and representation at a pre-hearing review to decide the employment status of a worker alleging to be an <b>employee</b></p>	
<p><b>Employment Tribunal hearing</b></p> <p>Preparing for and representing <b>you</b> in a dispute with <b>your employee</b>, ex-<b>employee</b> or interviewee/applicant to become an <b>employee</b> at an employment tribunal hearing or negotiating a settlement with them</p>	<p><b>Employment Tribunal hearing and County or High Court proceedings</b></p> <p><b>You</b> have not followed either:</p> <p>a) the advice of the Abbey advice line at the following times:</p> <ol style="list-style-type: none"> <li>1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an <b>employee's</b> contract of employment which may be unfavourable to the <b>employee</b></li> <li>2. When notified of a grievance, a complaint of discrimination (such as sex, race religion etc) or an appeal from an employee against action <b>you</b> have taken against them</li> <li>3. When an <b>employee</b> resigns or walks out after expressing verbal or written dissatisfaction</li> </ol> <p>Or</p> <p>b) the ACAS code of practice on disciplinary and grievance procedures where applicable</p>

<p><b>County or High Court proceedings</b></p> <p>Preparing for and representing <b>you</b> in a dispute with <b>your employee</b>, <b>ex-employee</b> or interviewee/applicant to become an <b>employee</b> at the county court or the high court or negotiating a settlement with them</p>	
<p><b>What you need to know</b>  A dispute with a worker alleging to be an employee is only covered under <b>Sections of cover: ACAS Early Conciliation, Employment Tribunals response (ET3) and Pre-hearing review/ Employment status disputes</b>. It will not be covered under <b>Sections of cover: Employment Tribunal hearing and County or High Court proceedings</b>.</p>	
<p><b>Employment compensation awards</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is not covered?</b></p>
<p><b>We</b> will pay <b>compensation</b> provided that at the time of a <b>claim</b> under this section <b>you</b> have an accepted <b>claim</b> under <b>Section of cover: Employment Tribunal hearing</b> of this <b>policy</b></p>	<p><b>We</b> will not cover <b>claims</b> where:</p>
<p><b>Awards of compensation</b></p> <p><b>Compensation you</b> are ordered to pay by a Tribunal</p>	<p><b>All of Employment compensation awards</b></p> <p>The Tribunal ordered <b>you</b> to reinstate an <b>employee</b> and <b>you</b> failed to do so</p>
<p><b>Settlement of a dispute</b></p> <p>An amount agreed by <b>us</b> in settlement of a dispute</p>	
<p><b>Tribunal fees</b></p> <p>Any tribunal fees <b>you</b> are ordered to pay by the tribunal or tribunal fees as agreed in a settlement that <b>you</b> have entered into with <b>our</b> consent</p>	
<p><b>What you need to know</b>  We won't pay contractual amounts such as redundancy notice pay, equal pay awards or any awards under agency worker regulations</p>	
<p><b>Property and landlord and tenant disputes</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is Not covered?</b></p>
<p><b>We</b> will pay <b>costs</b> to obtain damages or other legal remedy for:</p>	<p><b>We</b> will not cover <b>claims</b> where:</p>
<p><b>Property disputes</b></p> <ol style="list-style-type: none"> <li>1. Trespass on <b>your property</b></li> <li>2. nuisance from another affecting <b>your property</b></li> <li>3. The defence of another's claimed right of way over <b>your property</b></li> <li>4. <b>Your</b> use of a right <b>you</b> have over another's property as recorded in the title documents of</li> </ol>	<p><b>Property disputes</b></p> <ol style="list-style-type: none"> <li>1. There is a dispute over a contract</li> <li>2. The other party's argument is that they own some or all of <b>your property</b></li> <li>3. There is a dispute over rights to or over another's property which is alleged to have arisen through <b>your</b> use or occupation over a length of time</li> </ol>

<p><b>your property</b></p> <p>5. Pursuing another for physical damage to <b>your property</b> not recoverable under another insurance policy</p>	
<p><b>Disputes with your landlord</b></p> <ol style="list-style-type: none"> <li>1. <b>Your</b> landlord's failure to maintain or repair <b>your property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>2. An allegation by <b>your</b> landlord that <b>you</b> failed to maintain or repair the <b>property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>3. The defence of a demand for dilapidations at the expiry of <b>your</b> lease or tenancy</li> <li>4. The defence of an attempt by <b>your</b> landlord to end <b>your</b> lease or tenancy early and remove <b>you</b> from <b>your property</b></li> </ol>	<p><b>Disputes with your landlord</b></p> <p>There is a dispute arising out of <b>your</b> failure or alleged failure to pay any money to <b>your</b> landlord, unless payment was withheld due to <b>your</b> landlord's failure to maintain or repair <b>your property</b></p>
<p><b>Disputes with Your tenant</b></p> <ol style="list-style-type: none"> <li>1. <b>Your</b> tenant's failure to maintain or repair <b>your property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>2. An allegation by <b>your</b> tenant that <b>you</b> failed to maintain or repair <b>property</b> as required by the written terms of <b>your</b> lease or tenancy</li> <li>3. Pursuing <b>your</b> tenant for disputed dilapidations at the expiry of <b>your</b> lease or tenancy</li> </ol>	<p><b>Disputes with Your tenant</b></p> <p>There are dilapidations unless <b>you</b> have served a notice of dilapidations on <b>your</b> tenant and <b>you</b> have an independent expert valuation of the dilapidations which must be obtained at <b>your</b> own expense</p>
<p><b>Eviction</b></p> <p>The eviction of <b>your</b> tenant or <b>your employee</b> or ex-<b>employee</b> following the expiry of the tenancy or licence <b>you</b> have granted for the use of <b>property</b></p>	<p><b>Eviction</b></p> <p>Where <b>you</b> have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the <b>property</b></p>
	<p><b>All of Property and landlord and tenant disputes</b></p> <ol style="list-style-type: none"> <li>1. There is a dispute over a contract unless it is a tenancy, licence or leasehold agreement</li> <li>2. <b>You</b> will not suffer a financial loss or the value of <b>your property</b> would not be reduced</li> <li>3. <b>You</b> have not made a claim under <b>your</b> buildings or contents policy and if relevant, under a business interruption or equivalent policy following damage or nuisance affecting <b>your property</b></li> <li>4. There is a dispute in connection with planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority</li> <li>5. There is a dispute in connection with the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of</li> </ol>



	<p>property</p> <p>6. <b>You</b> have failed to fully maintain suitable buildings and if needed contents insurance</p> <p>7. There is an allegation <b>you</b> are responsible for damage or loss caused by seepage, pollution or contamination of any kind</p>
<b>Criminal defence</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<b>We will pay costs for your:</b>	<b>We will not cover claims:</b>
<p><b>Interview under caution</b></p> <p>Representation (including written submissions) at an interview under caution by the Police or a prosecuting authority</p>	<p><b>Interview under caution</b></p> <p>Where <b>you</b> are required by the Police to immediately attend an interview under caution at a Police Station</p>
<p><b>Prosecution defence</b></p> <p>Defence of a criminal prosecution once <b>you</b> receive a summons accusing <b>you</b> of a criminal offence</p>	<p><b>Prosecution defence</b></p> <ol style="list-style-type: none"> <li>1. Where <b>you</b> are alleged to have committed: <ol style="list-style-type: none"> <li>a. a motoring offence</li> <li>b. an assault or sexual offence (other than where you plead not guilty and maintain a not guilty plea throughout)</li> <li>c. fraud, dishonesty or criminal damage</li> </ol> </li> <li>2. Where there are criminal proceedings arising from or related to tax</li> <li>3. For <b>your employee</b>, director or a partner of <b>your</b> business if <b>you</b> are charged under the corporate manslaughter or Corporate Homicide Act 2007</li> <li>4. Where there is an allegation <b>you</b> are responsible for damage or loss caused by seepage, pollution or contamination of any kind</li> </ol>
<p><b>What you need to know</b></p> <p>We won't pay any costs or fines that you are ordered to pay by a criminal Court</p>	
<b>Tax protection</b>	
<b>What is covered?</b>	<b>What is not covered?</b>
<b>We will pay costs</b> in representing <b>you</b> before HM Revenue & Customs (HMRC):	<b>We will not cover claims</b> where:
<p><b>Aspect enquiry</b></p> <p>When HMRC issues a formal notice to <b>you, your</b> director or to <b>your</b> business partner to carry out an aspect enquiry into a part(s) of <b>your</b> income or corporation tax Self Assessment return</p>	<p><b>All of Section Tax protection</b></p> <ol style="list-style-type: none"> <li>1. There is not a reasonable prospect of reducing the liabilities alleged by HMRC</li> <li>2. Tax returns are late or where <b>you</b> have not notified chargeability to tax within the time limits or for tax returns where wholly provisional figures are used</li> </ol>

	<ol style="list-style-type: none"> <li>3. There is an allegation of fraud or an investigation by HMRC's Fraud Investigation Service, Counter Avoidance Office or the defence of a criminal prosecution</li> <li>4. There is a dispute or enquiry relating to the National Minimum Wage or Living Wage</li> <li>5. There is an allegation of tax avoidance</li> </ol>
<p><b>Full enquiry</b></p> <p>When HMRC issues a formal notice to <b>you, your</b> director or to <b>your</b> business partner to examine all of <b>your</b> financial records income or corporation tax</p>	
<p><b>National Insurance and PAYE disputes</b></p> <p>When HMRC expresses dissatisfaction with <b>your</b> p11ds or p9ds or <b>your</b> PAYE and/or NIC affairs following an employer compliance visit by HMRC</p>	
<p><b>Current tax year enquiry</b></p> <p>Following a written request by HMRC under Schedule 36 Finance Act 2008 to inspect <b>your</b> business records, assets or premises</p>	
<p><b>VAT disputes</b></p> <p>Over alleged failure to pay VAT</p>	
<p><b>Regulatory compliance</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is not covered?</b></p>
<p>We will pay <b>costs</b> (or <b>compensation</b> for <b>Section of cover: Data protection compensation</b> of this <b>policy</b>) for <b>your</b> :</p>	<p>We will not cover <b>claims</b>:</p>
<p><b>Health and Safety Executive enforcement notices</b></p> <p>Appeal against an improvement or prohibition notice issued by the health and safety executive</p>	
<p><b>Abatement notice appeals</b></p> <p>Appeal against an abatement notice issued by a local authority for a statutory nuisance</p>	<p><b>Abatement notices appeals</b></p> <ol style="list-style-type: none"> <li>1. Where there is more than one <b>claim</b> in the <b>period of insurance</b></li> <li>2. Connected to or arising from planning applications, decisions or disputes</li> </ol>

<p><b>Licence appeals</b></p> <p>Appeal against a decision taken by the relevant authority to suspend, revoke, alter or not renew an existing statutory licence <b>you</b> need to carry out <b>your</b> business activity as stated in <b>your policy</b> schedule</p>	<p><b>Licence appeals</b></p> <ol style="list-style-type: none"> <li>1. For appeals arising from or connected to a change in the law or regulation</li> <li>2. For the costs of complying with a notice or order</li> <li>3. Involving driving, firearms or property licences</li> </ol>
<p><b>Data protection defence</b></p> <p>Defence under the Data Protection Act 1998 (Section 13)</p>	
<p><b>Data protection compensation</b></p> <p>Liability for <b>compensation</b> as a result of holding, losing or unauthorised disclosure of data provided that at the time of a <b>claim</b> under this <b>Section of cover you</b> have an accepted <b>claim</b> under <b>Section of cover: Data protection defence</b> of this <b>policy</b></p>	<p><b>Data protection compensation</b></p> <p>The party <b>you</b> are in dispute with has not suffered a specific financial loss</p>
<p><b>Court attendance costs</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is not covered?</b></p>
<p><b>We</b> agree to pay:</p>	<p><b>We</b> will not cover <b>claims</b> for:</p>
<p><b>Jury service</b></p> <p>The amount of money per day <b>you</b> pay <b>your employee</b> (including a director or partner in <b>your</b> business) each day they attend jury service at a Court, less any recovery from the Court</p>	
<p><b>Witness attendance allowance</b></p> <p>The cost of <b>your employees</b> attending court as witnesses on <b>your</b> behalf at the request of <b>your representative</b> provided that at the time of a <b>claim</b> under this section of cover <b>you</b> have an accepted <b>claim</b> for this court appearance under this <b>policy</b></p>	<p><b>Witness attendance allowance</b></p> <ol style="list-style-type: none"> <li>1. Expert witnesses</li> <li>2. Salaries or wages</li> <li>3. Costs which could be claimed from a prosecuting authority</li> </ol>
<p><b>Employee extra protection</b></p>	
<p><b>We</b> agree to pay <b>costs</b>:</p>	<p><b>We</b> will not cover <b>claims</b>:</p>
<p><b>Pension trustee defence</b></p> <p>To defend directors and/or partners in <b>your</b> business in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of <b>your employees</b></p>	

<p><b>Wrongful arrest</b></p> <p>To defend civil legal proceedings against <b>your employee</b> including directors and/or partners in <b>your</b> business in respect of allegations of detaining somebody against their will</p>	<p><b>Wrongful arrest</b></p> <p>Where the allegations were made by a worker or ex-worker of <b>yours</b></p>
<p><b>Personal injury</b></p> <p>For <b>your employee</b> including directors and/or partners in <b>your</b> business to pursue a claim for damages for physical bodily injury suffered carrying out <b>your</b> business activity (as stated in <b>your policy</b> schedule) which was caused by an actual or alleged act or omission of another party</p>	<p><b>Personal injury</b></p> <ol style="list-style-type: none"> <li>1. Where the legal case is or may be against <b>you</b></li> <li>2. Injuries suffered on <b>your property</b></li> </ol>
<p><b>Discrimination defence</b></p> <p>To defend <b>your employee</b> including directors and/or partners in <b>your</b> business against an allegation of discrimination arising from <b>your employee's</b> conduct in carrying out <b>your</b> business activity as stated in <b>your policy</b> schedule</p>	<p><b>Discrimination defence</b></p> <p>For disputes with:</p> <ol style="list-style-type: none"> <li>1. <b>Employees</b></li> <li>2. Interviewees/applicants to become an <b>employee</b></li> <li>3. Ex-<b>employees</b></li> </ol>
<p><b>Crisis communication</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is not covered?</b></p>
<p>Following an event which causes <b>your</b> business severe negative publicity and damages <b>your</b> business' reputation and is likely to have a significant financial impact on <b>your</b> business <b>we</b> agree to pay <b>costs</b> to:</p>	<p><b>We</b> will not cover <b>claims</b>:</p>
<ol style="list-style-type: none"> <li>1. Prepare a media statement or press release</li> <li>2. Represent <b>your</b> business at a press conference</li> <li>3. Prepare a communication for <b>your</b> customers</li> <li>4. Prepare a telephone message or website statement</li> </ol>	<ol style="list-style-type: none"> <li>1. Where cover would not lessen the reputational or financial damage to <b>your</b> business</li> <li>2. Concerning critical reviews or complaints</li> </ol>
<p><b>Contract disputes</b></p>	
<p><b>What is covered?</b></p>	<p><b>What is not covered?</b></p>
<p><b>We</b> agree to pay <b>costs</b> in a dispute over:</p>	<p><b>We</b> will not cover <b>claims</b> in disputes:</p>
<p><b>Contracts for goods and services</b></p> <p>A contract for the sale, hire or supply of goods and services</p>	<p><b>Contracts for goods and services</b></p> <ol style="list-style-type: none"> <li>1. Over <b>construction contracts</b></li> <li>2. Over undisputed debts unless the debt is at least 90 days overdue and <b>you</b> have requested full payment in writing at least 3 times in 3 consecutive calendar months since the first due date</li> </ol>

<p><b>Contracts for construction and repairs</b></p> <p>A <b>construction contract</b> (including any variations to the <b>construction contract</b>) for work undertaken on <b>your property</b> that is in writing and which states:</p> <ol style="list-style-type: none"> <li>1. The parties to the contract</li> <li>2. The date work is to commence</li> <li>3. The work to be done and the timescales for the work to be done</li> <li>4. The amount of money to be paid for the work and when it is to be paid</li> </ol>	<p><b>Contracts for construction and repairs</b></p> <ol style="list-style-type: none"> <li>1. Over Construction projects estimated to cost more the <b>maximum construction project value</b></li> <li>2. Where work commenced before the <b>construction contract</b> or a variation to <b>construction contract</b> was agreed</li> <li>3. Over <b>construction contracts</b> agreed or any work started before the inception of this <b>policy</b>, unless <b>you</b> had a policy that provided cover to the same effect as this <b>policy</b> and there was no break in cover, in which case, the inception date of the previous policy will apply</li> <li>4. Over <b>construction contracts</b> where <b>you</b> are carrying out the works</li> <li>5. If <b>your</b> business is in the construction industry</li> </ol>
	<p><b>All of Contract disputes</b></p> <ol style="list-style-type: none"> <li>1. Below the minimum sum in dispute specified in the <b>policy</b> schedule</li> <li>2. Over guarantees</li> <li>3. Over contracts <b>you</b> enter into through an agent or which <b>you</b> have taken over from someone else by assignment</li> <li>4. Over franchise contracts</li> <li>5. Over hire purchase, credit agreements insurance or financial securities</li> <li>6. Over contracts of employment</li> <li>7. Over any tenancy agreement, lease or licence to use land or buildings</li> </ol>

## What is not covered by this Policy?

We will not cover **you** for:

1. The defence of civil legal proceedings concerning:
  - a. injury or disease including psychiatric injury and stress
  - b. damage to or loss or destruction of property
  - c. an alleged breach of professional duty
2. **Costs** incurred without or in excess of **our** written consent
3. Any **claim** relating to or arising from any cause, event or circumstance occurring before or existing at the start of this **policy** and which has or which **you** knew or should reasonably have known may give rise to a dispute, legal proceedings or HMRC investigation or a **claim**
4. Fines or other penalties imposed by a Court or Tribunal or taxes, duties, interest or penalties imposed by HM Revenue & Customs
5. Any dispute or legal proceedings in respect of which **you** are, or but for the existence of this **policy** would be, entitled to indemnity under a legal aid certificate or representation order
6. Disputes or legal proceedings between any parties specified as **you** in the **policy** or with any parent, subsidiary or associated company or partner (other than disputes under **Section of cover - Employment disputes and Section of cover - Employment compensation awards**)
7. Any dispute **you** have with **your representative**, any party involved in the arrangement of this **policy** or with **us**
8. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with:
  - a. breach of confidentiality
  - b. passing off
  - c. defamation or malicious falsehood
  - d. the ownership or existence of any intellectual property rights
  - e. a judicial review
9. Any **costs** incurred in a dispute or legal proceedings concerning, arising out of or in connection with **your**:
  - a. intentional wrongdoing
  - b. act or omission with negligent disregard as to its consequences
10. Any **costs** which **you** should or would have had to incur irrespective of any dispute
11. Any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
12. The VAT element of **your claim** if **you** are registered for VAT
13. Any **claim** caused by, happening through or in consequence of terrorism, war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
14. Any **claim** caused by or contributed to by or arising from nuclear reaction, nuclear radiation or radioactive contamination

# Claims conditions

There are conditions contained below which must be complied with or met for **us** to provide cover under this **policy**.

## 1. How and when to make a claim

Contact details for The Claims Department can be found in the **Welcome page** of this **policy**

**We** will only cover **claims** that **you** tell **us** about during **your period of insurance**.

**You** must tell **us** as soon as possible when **you** become aware of any cause, event or circumstance which does or may involve **you** and which has given, or may give rise to a **claim**, dispute, legal proceedings or tax investigation.

Where **we** have accepted notification as described above, **we** will treat any later **claim** regarding that notified cause, event or circumstance as though the **claim** had been notified during the **period of insurance**.

**We** will send **you** an insurance claim form that must be completed and returned as soon as possible.

## 2. When we will agree to cover your claim

### Our consent

**We** will only cover **claims** where **you** have obtained **our** consent in writing before incurring any **costs**. **we** will give **our** consent for **you** to incur **costs** provided that **you** can satisfy **us** throughout **your claim** that:

- It is reasonable and proportionate (in relation to **your claim**) to incur **costs**
- there are **reasonable prospects of success**, other than **Sections of cover**:
  - **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**

If during the course of **your claim** **you** no longer satisfy **us** of the above, cover under this **policy** for **costs** and **compensation** will be withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

**We** will make **our** decision on whether to cover **your claim** based on:

- a fully completed insurance claim form
- the information and documentation **we** reasonably request
- a legal opinion from **your representative** on whether **your claim** has **reasonable prospects of success** and any professional advice **we** regard necessary

If **your claim** is accepted by **us**, it does not always mean that all **costs** or **compensation** will be paid, for example **we** will not cover **costs** for things that are not directly relevant to **your claim**. **We** may also limit any cover **we** provide by time, amount or to a specific stage of legal proceedings in order to allow **us** to review **our** continued acceptance of **your claim**.

If after accepting **your claim**, it is shown that **your claim** has not been brought within the terms and conditions of the **policy**, no further cover will be provided and **we** will recover from **you** any **costs** and **compensation** **we** have paid.

### Counsel's opinion

At **our** discretion **we** may also require **you** to obtain a legal opinion from counsel at **your** expense to satisfy **us** that there are **reasonable prospects of success** and it is reasonable and proportionate (in relation to **your claim**) to incur **costs**.

If based on Counsel's opinion **we** are satisfied in respect of the above the reasonable **costs** of obtaining that

opinion will be paid by **us** subject to the **excess** and the limits shown in **your policy** schedule.

### **Claims rejected due to a lack of Reasonable Prospects of Success**

If **we** rejected **your claim** solely due to a lack of **reasonable prospects of success**, **we** will pay **costs** that are reasonable and proportionate to the legal and/or financial remedy achieved, subject to the terms and conditions of this **policy** if:

- **You** proceeded with the legal action which formed **your claim** to its conclusion with a Court, Tribunal or equivalent having issued a judgment (excluding any settlement, mediation, alternative dispute resolution or equivalent resolution process)
- **You** were defending, the judgment found **you** were not at fault
- **You** were pursuing, the judgment awarded **you** the remedy **you** were seeking at the time **we** rejected **your claim**
- **You** tell **us** about it as soon as possible

### **3. Settlements**

**You** must inform us as soon as an offer of settlement is received and **you** must obtain **our** consent before **you** make or respond to any offer of settlement.

In any settlement **you** must:

- take into account the prospects of the case and likely future **costs** and/or **compensation**
- try to recover as much **costs** as possible

If **you** unreasonably reject an offer of settlement which **we** recommend acceptance of or make an offer which **we** do not agree with, no further cover will be provided and **we** may seek to recover from **you costs** and/or **compensation we** have paid.

At **our** discretion, instead of covering **you** for **costs** and/or **compensation**, **we** can choose to pay:

- the damages **you** are likely to be awarded by a Court or Tribunal or
- the amount of money being claimed against **you** or the amount of money the other party will settle for, whichever is the lesser

If **we** choose to do this, then **your claim** will end and no further payments of **costs** or **compensation** will be made.

During a **claim** under **Sections of cover - Employment disputes, Employment compensation awards, Data protection defence and Data protection compensation** of this **policy**, **we** can require **you** to offer to pay an amount of money to the person **you** are in dispute with, if **we** have agreed to cover that amount as **costs** or **compensation**.

### **4. Co-operation**

**You** must co-operate with **us** and **your representative** at all times during the course of **your claim** this includes:

- Allowing **us** and **your representative** to communicate directly with each other about **your** case
- Providing a full and truthful account of **your** case and with all necessary documentation or evidence
- Attending any meetings as required
- Instructing **your representative** to provide **us** with information, documentation or evidence **we** require (even if privileged) and regular updates including when anything negatively affects the factors we took into account in accepting **your claim**.

### **5. Recovery of costs**

If the outcome of **your** case is that another party is found responsible for reimbursing **you** for some or all of **your costs**, **you** and **your representative** must make every effort to fully recover those **costs** which **you** must pay to **us**.

If the legal case was settled and the terms of the settlement do not specify the split between damages and costs



then a fair and reasonable proportion of that settlement will be treated as **costs** and paid to **us**.

If any money is recovered from the other party then that money will be treated as **costs** and repaid to **us** first until all **costs** have been repaid to **us**.

## 6. Payment of costs and compensation

A copy of all invoices for **costs you** receive from **your representative** should be forwarded to **us** within 30 days of the date the invoice was issued. If **we** require, **you** must ask **your representative** to send the costs for assessment by a court or tribunal or to a costs lawyer of **our** choice.

**You** are responsible for the payment of all **costs** or **compensation**. **We** will reimburse **you** for the **costs** covered under **your policy**. **We** may settle these **costs** directly if **we** choose to do so.

## 7. Appeals

If **you** wish to appeal against the judgment or decision of a court or tribunal or if there is an appeal against a judgment that is in **your** favour, **we** will consider providing further cover if:

- **We** covered the initial legal proceedings that are being appealed as a **claim** and cover was not withdrawn
- the grounds for the appeal were submitted to **us** as soon as possible and before any deadline set by the Court or Tribunal

If **we** require, **you** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

## 8. Instruction and choice of Your Representative, Counsel and experts

In all cases **your representative** will be appointed in **your** name and on **your** behalf.

**We** will choose a **representative** to act on **your** behalf other than at the point of an inquiry or legal proceedings where **you** will have freedom to choose **your representative** subject to **us** approving **your** choice.

**You** will also have freedom to choose **your representative** if there is a legal conflict of interest between **you** and **us** subject to **us** approving **your** choice.

When selecting **your representative**, **you** must have regard to **your** duty to minimise the cost of any **claim**.

The name and address of **your** chosen **representative** must be notified to **us** in writing. **We** will accept **your** choice if:

- **We** are satisfied that **your** chosen **representative** will co-operate with **us** and enable **you** to comply with the terms and conditions of **your policy**
- The **representative** has the necessary experience to deal with the dispute
- The **representative's** charging rates are fair and reasonable in regard to the dispute

A dispute arising from **your** choice of **representative** may be referred to arbitration in accordance with **Important information – How to make a complaint**.

**You** must not enter into any agreement with **your representative** as to the basis of calculation of **costs** without **our** written consent.

If in any **claim** **your representative** wishes to instruct counsel or an expert the following must be submitted to **us** for **our** approval:

- The expert's or Counsel's name
- Details of their expertise
- Charging rates and estimated cost
- An explanation of the need for such instruction

# Important information

## Fraudulent Claims

If **you** or anyone acting on **your** behalf make a fraudulent **claim**, **we** will cancel the **policy** from the time the fraud took place, retain any premium and recover from **you** any amount **we** have paid towards the fraudulent **claim**.

## Dual insurance

If any **claims** covered under this **policy** are 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.

## Financial Services Compensation Scheme

In the unlikely event Markel International Insurance Company Limited cannot meet its obligations, Markel international insurance company limited are covered by the financial services compensation scheme (fscs). **You** may be entitled to compensation up to 90% of the **claim**. Further information about compensation arrangements is available from the FSCS.

## Information you have given us

In deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all **claims**.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any **claim**. For example, **we** may:

- Treat this **policy** as if it had never existed and refuse to pay all **claims** and return the premium paid. **We** will only do this if **we** provided **you** with cover which **we** would not otherwise have done
- Amend the terms of **your policy**. **We** may apply these terms as if they were already in place if a **claim** has been negatively affected by **your** carelessness
- Reduce the amount **we** pay on a **claim** in proportion to the premium **you** have paid against the premium **we** would have charged **you**
- Cancel **your policy** in accordance with the cancellation information below

**We** will write to **you** or **your** insurance broker if we:

- Intend to treat **your policy** as if it never existed
- Need to amend the terms of **your policy**

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible.

## Cancellation

Cancellation requests must be made to:

Cliverton  
15-17 Norwich Road  
Fakenham  
Norfolk  
NR21 8AU

**You** can write to **us** to cancel the **policy** if less than 14 days of the **policy** have expired and **we** will refund **your** premium in full provided that **you** have not notified or made a **claim** under the **policy**.

**You** can write to **us** to cancel the **policy** if less than 75% of the **policy** has expired and **we** will refund **your** premium less the time we have insured **you** for and less 20% of the time we haven't insured **You** for.

The **policy** may be cancelled by **us** at any time, if **we** choose to do this we will give **you** 30 days' notice in writing and **we** will refund **your** premium less the time we have insured **you** for. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- If **you** have not paid the premium
- A change in risk which means that **we** can no longer provide **you** with this cover
- If **you** do not supply any information or documentation that **we** have asked for
- Threatening or abusive behaviour or the use of threatening or abusive language

If **you** are placed in liquidation, receivership, administration or bankruptcy or enter into a voluntary arrangement or deed of arrangement or if any application is made to the court or if a meeting for any of these reasons is held, this **policy** will automatically terminate. If this happens, cover under **your policy** for **costs** and **compensation** will be automatically withdrawn and any **costs** incurred or **compensation** awarded on or after the date of withdrawal will not be covered whether **we** previously agreed to them or not.

The premium will be recalculated based on the time we have insured **you** for plus 20% of the time we haven't insured **you** for.

No return of premium will be allowed if **you** have notified or made a **claim**.

### **How to make a complaint about Your Policy**

If **you** are not satisfied with any part of **our** service then **you** should contact **us** and **we** will do **our** best to resolve the problem. **You** can contact **us** at the following:

The Customer Services Manager  
Abbey Legal Protection  
20 Fenchurch Street  
London  
EC3M 3AZ  
Tel: 0345 350 1099  
Email: [complaints@abbeylegal.com](mailto:complaints@abbeylegal.com)

Abbey Legal Protection are authorised and regulated by the Financial Conduct Authority.  
Firm Number: 308829

If there is a dispute between **us** that **we** cannot resolve through **our** complaints process then **you** may be able to refer the matter to the Financial Ombudsman Service who will arbitrate over the dispute as long as they have jurisdiction over the matter. **You** can contact them at the following:

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Tel: 0800 023 4567 or 0300 123 9123  
[www.financial-ombudsman.org.uk](http://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>.

This procedure will not prejudice **your** right to take legal proceedings.

If the Financial Ombudsman Service cannot arbitrate over the dispute then we shall both agree on an independent arbitrator (who must be a solicitor or barrister) to arbitrate over the dispute.

Any dispute between **you** and **us** will be decided by arbitration. The arbitrator will be a single arbitrator, either a solicitor or barrister practicing in the Law of England and Wales. The arbitration will take place in England. The arbitration will be governed by both the laws of England and Wales and the Arbitration Act 1996. The apportionment of the costs of the arbitration will be decided by the arbitrator. If we cannot agree on the choice of an arbitrator, an arbitrator will be nominated by the President of either the Law Society or the Bar Council in

England and Wales. The costs of the arbitration will be paid by the party that loses the arbitration.

### **How to make a complaint about the Abbey advice line**

The telephone legal advice is provided by LHS Solicitors LLP (LHS), a division of Abbey Protection Group Limited and can advise on general UK law. LHS is regulated and authorised by the Solicitors Regulation Authority. LHS makes no additional charge for providing these telephone services.

One of the partners in LHS Solicitors LLP is Abbey Protection Group Ltd (APG), which owns a controlling interest in this firm. Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ is the ultimate holding company for Abbey Protection Group Limited. APG is authorised and regulated by the Financial Conduct Authority in respect of its provision of legal expenses and professional fee protection insurance. The advice provided is entirely independent.

If **you** have a complaint about these telephone legal advice services **you** should contact The Director of Compliance, LHS Solicitors LLP, The Observatory, Chapel Walks, Manchester M2 1HL who will provide details of our complaints procedure, including details of how the complaint will be dealt with internally and if required, by the Legal Ombudsman. For complaints about any other advice given by the Abbey advice line then you should contact us using the details in **Important information – How to make a complaint** and we will do our best to resolve the problem.

### **Privacy policy statement**

**We** do not disclose any non-public personal information about **you** to anyone except as is necessary in order to provide **our** products or services to **you** or otherwise as **we** are required or permitted by law (for example a fraud investigation, regulatory reporting etc)

**We** restrict access to non-public personal information about **you** to **our** employees, **our** affiliates employees or others who need to know that information to service **your** account. **We** maintain physical, electronic and procedural safeguards to protect **your** non-public personal information.

### **Rights of third parties**

A person who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Breach of sanctions**

**We** provide no cover for any **claim** if it means **we** would be in breach of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of The European Union, The United Kingdom or The United States of America.

### **Applicable law**

The laws of England and Wales apply to this **policy** and any Acts of Parliament referred to are as amended.

# Defined Terms

## Any One Claim

All **claims** connected by the same:

- original cause, event, circumstance or related in time or;
- legal proceedings, tax enquiry, construction project or parties in dispute.

even if **you** are claiming under more than one **Section of cover** of this **policy**.

## Claim

An insurance claim under this **policy**

## Compensation

- **Section of cover: Employment compensation awards**
- Basic and compensatory awards for unfair dismissal (which includes constructive dismissal and unfair selection for redundancy) and compensation for unlawful discrimination
- **Section of cover: Data protection compensation**
- **You** have been ordered to pay under the Data Protection Act 1998 (Section 13)

## Construction Contract

A contract as defined by Section [104](#) and [105](#) of the Housing Grants, Construction and Regeneration Act 1996 which for the purposes of this **policy** is extended to include contracts with residential occupiers. Such contracts include but are not limited to those for painting or decorating surfaces of a building, construction, alteration, repair, maintenance of buildings, installation in a building of heating, lighting or electrical systems.

## Costs

1. The legal or professional costs (including any disbursements such as Counsel's or expert's fees) reasonably charged to **you** by **your representative**
2. In civil proceedings, the legal costs incurred by the party **you** are in dispute with that a Court or Tribunal orders **you** to pay or that **you**, with **our** prior written agreement, agree to pay under the terms of a settlement. This does not include any costs **you** are responsible for paying under the terms of a contract.

## Employee

Any person under a contract of service with **you**

## Excess

The initial amount of **costs** or **compensation** as shown in the **policy** schedule that **you** must pay in a **claim** before **we** will make any payment under this **policy** if **you**:

1. use **our** choice of **representative**
2. exercise **your** freedom to choose **your representative** as described under **Claims condition: Instruction and choice of Your Representative, Counsel and experts**

## Maximum Construction Project Value

The maximum value a construction project is estimated to cost when the value of all the contracts concerning the project are added together as shown in the **policy** schedule

## Period of Insurance

The period of time during which insurance is provided by this **policy** as shown in the **policy** schedule

## Policy

This insurance policy including the schedule and any endorsements that apply

## Property

Land (including walls) or buildings owned or occupied by **you** for which **you** are legally responsible

## Reasonable Prospects of Success

At least a 51% chance of:

- successfully pursuing **your** case and securing a legal and/or financial remedy
- not being found liable in a civil case (i.e. not an enquiry, investigation or a criminal case) against **you**
- an acquittal in the defence of a criminal prosecution
- securing a significant reduction of **your** punishment or fine in a criminal prosecution
- successfully appealing the decision of the relevant authority under **Sections of cover: Regulatory compliance – Abatement notice appeals and Licence appeals**

## Representative

A solicitor, barrister, accountant or other appropriately qualified person appointed to act for **you** and who agrees to comply with the terms of this **policy**. The chosen representative may not be a person employed by **you**.

## Territorial Limits

The regions as stated in the **policy** schedule which will have the following meanings:

- UK: The United Kingdom of Great Britain and Northern Ireland

## We/Our/Us

Abbey Legal Protection are a trading division of Abbey Protection Group Limited, who administers and manages this insurance on behalf of Markel International Insurance Company Limited (the insurer), 20 Fenchurch Street, London EC3M 3AZ bound pursuant to a binding authority with the Abbey Legal Protection under unique market reference B6027APG2016001 (or renewal or replacement thereof).

The insurer is liable only for the proportion of liability it has underwritten. The insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is the insurer otherwise responsible for any liability of any other insurer that may underwrite this contract

## You/Your

- The business(es) or individual(s) declared to **us** and named in the **policy** schedule
- Under **Sections of cover: Criminal defence and Employee's extra protection** you may request, **your employee**, or a director or a partner of **your** business to be covered by **your policy** provided that under **Section of cover: Criminal defence** the same **representative** acts for all

# AbbeyLegal

Legal Protection Insurance

**Abbey Legal Protection**

20 Fenchurch Street, London EC3M 3AZ Tel: 0345 350 1099

[sales@abbeylegal.com](mailto:sales@abbeylegal.com)

[www.abbeylegal.com](http://www.abbeylegal.com)

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NewWording 03/2017

