

CommercialPlus Insurance

Policy Summary

Introduction

Some important facts about your Insurance are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording.

Telephone advice line

Policyholders have telephone access to our advice line which is available to provide practical advice on a wide range of areas of legal and associated tax matters including employment and health and safety issues.

Insurer

This insurance policy has been arranged by Qdos Broker & Underwriting Services Limited, is administered by Motorplus Limited and is underwritten by UK Underwriting Limited on behalf of Ageas Insurance Limited. Motorplus Limited, Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Type of insurance and cover provided

This Commercial Legal Insurance offers protection for costs, expenses and awards of compensation in certain matters as listed below:

Significant features and benefits

Sections of cover – This Policy Will Cover	Relevant policy section
<p>Criminal Prosecution Costs incurred defending legal proceedings in a Court of criminal jurisdiction in respect of certain alleged offences. Cover is not included for prosecutions for offences against the person, sexual offences, criminal damage, offences alleging dishonesty, certain non-endorseable road traffic offences and other motoring offences, proceedings which do not relate to the Insured’s business description and prosecutions under competition and fair trading legislation.</p>	<p>1</p>
<p>Tax Protection Costs incurred dealing with a H M Revenue & Customs (HMRC) full enquiry which is a HMRC enquiry that includes a request to examine all of the Insured’s books and records or a HMRC aspect enquiry which is a HMRC enquiry that does not include a request to examine all of the Insured’s books and records. Cover in the event of a PAYE dispute which arises following a compliance review by HMRC into the operation of PAYE and cover in the event of a VAT dispute following a VAT visit undertaken by HMRC. Cover does not include matters arising out of tax avoidance schemes, criminal prosecutions or any allegation of fraud or dishonesty.</p>	<p>2</p>

Sections of cover – This Policy Will Cover	Relevant policy section
<p>Employee Disputes</p> <p>Representation costs incurred in defence of a dispute with a worker, and the cost of a basic or compensatory award ordered to be paid by an Employment Tribunal following a dispute with a worker, provided the Insured contacts the telephone advice line from the outset of the dispute and follows the advice given, and provided we have given prior written consent.</p> <p>We will only agree to cover your Claim if you have sought and followed advice from the Legal Line and obtained their authorisation and acted on all such advice with due diligence:</p> <ul style="list-style-type: none"> • prior to carrying out any disciplinary procedure or action or suspension of an Employee; • prior to dismissal of an Employee; • prior to instituting a redundancy programme and prior to making an Employee redundant; • upon notification formally or informally of a grievance from an Employee or ex-Employee; • upon notification formally or informally of a complaint of sexual racial or religious discrimination or discrimination relating to disability, age or sexual orientation; • prior to any adverse variation of the terms and conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee’s remuneration); • immediately an Employee walks out with or without written notice; • upon receipt of an appeal from an Employee or ex-Employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss. 	<p style="text-align: center;">3a</p>
<p>Restrictive Covenants</p> <p>The cost of pursuit of legal proceedings against an employee or ex-employee of the Insured who has breached restrictions contained within their written contract of employment.</p>	<p style="text-align: center;">3b</p>
<p>Property Disputes</p> <p>The cost incurred in any dispute or legal proceedings, including those relating to the physical possession of the property, the terms of the Insured’s tenancy regarding property use or maintenance, provided the Insured will suffer financial loss if the defence or pursuit of the legal proceedings is not fulfilled. Cover excludes disputes relating to payment of any tax, rent or service charge, negotiation or renewal of a tenancy agreement, subsidence and matters arising whilst buildings’ insurance cover is not in force.</p>	<p style="text-align: center;">4</p>
<p>Data Protection</p> <p>Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that the policyholder is already registered with the Data Protection Commissioner.</p>	<p style="text-align: center;">5</p>

Sections of cover – This Policy Will Cover	Relevant policy section
<p>Statutory Licence The cost of an appeal to the relevant authority following the suspension, revocation, imposed alteration of or refusal to renew a statutory licence or certificate of registration.</p> <p>We will only agree to cover your Claim if you have sought and followed advice from the Legal Line and obtained their authorisation and acted on all such advice with due diligence as to the procedure to be adopted immediately upon receipt of any verbal or written warning from a person in authority which in any way either directly or indirectly affects or may affect the licence or certificate of registration.</p>	6
<p>Personal Injury Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an Insured person caused by a third party whilst the Insured Person is acting in the course of their duties.</p>	7

Significant exclusions or limitations

Primary exclusions and limitations of this policy – This Policy Will Not Cover	Relevant Policy Section
Any dispute which arises within 90 days of inception of this policy.	All sections, excluding Section 2
Any dispute which arises within 30 days of inception of this policy.	2
Any criminal prosecution.	
Any insured event reported more than 180 days after its occurrence	All sections

<p>General exclusions - The Insurer will not pay legal expenses arising from or relating to: -</p> <ul style="list-style-type: none"> • Fees costs and disbursements incurred prior to the written acceptance of a claim. • Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements. • Legal expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date. • Legal expenses incurred before the Insurer agrees to pay them on our behalf or where the Insured pursues or defends a case without the agreement of the Insurer.
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Limit of indemnity

The maximum liability of the Insurer under this Policy is limited to the amounts specified below:

- Any One Claim: £100,000
- All Claims Notified During the Period of Insurance £1,000,000

Excess

- £250 If the Panel Representative is selected to handle a claim
- £1,000 If a Non Panel Representative is selected to handle a claim

Duration of cover

This policy will expire one calendar year from the date it was issued (unless we have agreed otherwise in writing).

Cancellation right

This policy may be cancelled at any time on your written instructions and the premium shall be adjusted on the basis of the insurer receiving or retaining a pro rata time on risk premium plus 20% of the unexpired premium. Where 75% or more of the period of insurance has expired the insurer shall receive or retain the full premium. This policy may also be cancelled by the insurer giving thirty days' notice in writing to you or your insurance broker at either your or your insurance broker's last known address and the premium shall be adjusted on the basis of the insurer receiving or retaining pro rata time on risk premium. If you are placed in liquidation, receivership or administration or adjudged bankrupt or if any application is made to the court or meeting convened for any such purpose, this policy will lapse and you will be entitled to a pro rata return of premium less 20% of the unexpired premium. Provided always that no return of premium shall be allowed if you have notified a claim.

Making a claim

Claims should be notified to CommercialPlus on the telephone advice line or in writing to:

CommercialPlus

Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010

How to make a complaint

We hope that you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim, please write to The Chief Executive Officer at:

CommercialPlus Claims

Kircam House
Whiffler Road
Norwich
NR3 2AL

Tel: 0845 040 5833

Fax: 01603 420 010

Please ensure the Policy number is quoted in all correspondence to assist a quick and efficient response.

If you are still not satisfied with the way a complaint has been dealt with, you may contact the insurer directly at the following address:

The Chief Executive Officer

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Tel: 01455 850000

Fax: 01455 841000

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are Insured in a business capacity as a micro-enterprise, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
Docklands
London
E14 9SR

Tel: 0845 080 1800

Please note you have 6 months from the date of our final response in which to refer your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

**Motorplus Limited is authorised and regulated by the Financial Services Authority.
Regulated by the Ministry Of Justice in respect of regulated claims management activities.**