



THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY

Any information supplied by **the policyholder** shall be incorporated in the contract.

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business declared to **us** if the premium has been paid.

We agree to provide the insurance in this policy as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

THE MEANING OF WORDS IN THIS POLICY

1 We, us, our

DAS Legal Expenses Insurance Company Limited.

2 The policyholder

The business declared to **us**.

3 Insured person

The policyholder and the directors, partners, managers, employees and any other individuals declared to **us**.

4 Appointed representative

The lawyer, or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

6 Date of occurrence

- (1) For civil cases, the **date of occurrence** is when the cause of action first accrued.
- (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

7 Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

8 Territorial limit

For insured incident - Legal Defence (excluding (4))

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, the Czech Republic, Gibraltar, Hungary, Iceland, Liechtenstein, Macedonia, Malta, Monaco, Montenegro, Norway, Poland, Romania, San Marino, Serbia, Slovakia, Slovenia, Switzerland and Turkey (west of the Bosphorus).

For insured incident - Legal Defence (4)

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

INSURED INCIDENTS WE WILL COVER

LEGAL DEFENCE

At the **policyholder's** request

- (1) **We** will defend the **insured person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or
 - (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- (2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice

issued under legislation affecting **the policyholder's** business.

- (5) **We** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) *In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.*
- (2) *At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident (1)(c)**.*

WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
- 2 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
- 3 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 4 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident-Legal Defence 1(c)**.
- 5 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 6 Any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.
- 7 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 8 A dispute with **us** not otherwise dealt with under Condition 7.
- 9 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
- 10 An application for judicial review.
- 11 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 12 Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 13 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 14 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;

- (b) take reasonable steps to keep any amount **we** have to pay as low as possible;
- (c) try to prevent anything happening that may cause a claim;
- (d) send everything **we** ask for, in writing;
- (e) give **us** full details of any claim as soon as possible and give **us** any information **we** need.

2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

(d) If **we** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address.

We may choose not to accept the choice of representative, but only in exceptional circumstances.

If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.

(e) Before an **insured person** chooses a lawyer, **we** can appoint an **appointed representative**.

(f) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.

(g) **We** will have direct contact with the **appointed representative**.

(h) An **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **appointed representative** any instructions that **we** require.

3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

4 (a) If **we** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

7 If **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person, **we** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.

8 **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

- 9 **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 21 days beforehand. **The policyholder** can cancel this policy at any time as long as **we** are told at least 21 days beforehand.
- 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 11 This policy will be governed by English law.
- 12 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

HELPLINE SERVICES

We provide these services 24 hours a day, 7 days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

EUROLAW COMMERCIAL LEGAL ADVICE

We will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.