



COMMERCIAL LEGAL PROTECTION

LEGAL ADVICE AND PROTECTION
FOR YOUR BUSINESS

THIS IS YOUR POLICY WORDING

Policy no: TS5/5283007 (Companies)

ONLINE LAW GUIDE AND DOCUMENT DRAFTING

EMPLOYMENT MANUAL

Visit WWW.DAS.CO.UK

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.das.co.uk and select Employment Manual. All the sections of this web-based document can be printed off for **your** own use. Contact **us** at employmentmanual@das.co.uk with **your** email address, quoting **your** policy number and **we** will contact **you** by email to inform **you** of future updates to the information.

DASBUSINESSLAW

Visit WWW.DASBUSINESSLAW.CO.UK

Using www.dasbusinesslaw.co.uk **you** can create ready-to-sign contracts, agreements and letters in minutes. Developed by solicitors and tailored by **you** using **our** smart document builders. **You** can also buy legal documents from the site, ranging from simple debt recovery letters to employment contracts.

The service also provides useful tools, articles and information on matters such as new legislation, employment issues, property law and taxation all regularly updated by legal experts to help **you** keep **your business** one step ahead. To access DASbusinesslaw, **you** will need to register at www.dasbusinesslaw.co.uk, using **your** DAS policy number as below.

When registering, please enter the following code which will provide **you** with access to a range of **our** services: **DAS472301**. If **you** experience any problems accessing the service, please email details of **your** problem to businesslaw@das.co.uk with **your** policy number in the subject box.

HELPLINE SERVICES

You can contact **our** UK-based call centres 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** record all inbound and outbound calls, except those to the counselling service. When phoning, please quote **your** policy number **TS5/5283007** and the name of the insurance provider who sold **you** the policy.

LEGAL ADVICE SERVICE

Call 0344 893 0859

We provide confidential legal advice over the phone on any commercial legal problem affecting the **business**, under the laws of any European Union country, the Isle of Man, the Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

Our legal advisors provide advice on the laws of England and Wales 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our**

We will provide **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the helpline services are unavailable for reasons we cannot control.

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THE MEANING OF WORDS IN THIS POLICY

appointed representative

The preferred law firm, law firm, tax consultancy

employer compliance dispute	A dispute with HM Revenue & Customs concerning your compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
insured person	You and the directors, partners, managers, employees and any other individuals declared to us by you .
period of insurance	The period for which we have agreed to cover the insured person .
preferred law firm or tax consultancy	A law firm, barristers' chambers or tax expert we choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the insured person's claim and must comply with our agreed service standard levels, which we audit regularly. They are appointed according to the DAS Standard Terms of Appointment .
reasonable prospects	<p>(a) For civil cases, the prospects that the insured person will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that we have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. We, or a preferred law firm or tax consultancy on our behalf, will assess whether there are reasonable prospects.</p> <p>(b) For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</p>
tax enquiry	A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either: <ul style="list-style-type: none"> (i) includes a request to examine any aspect of your books and records; or (ii) advises of a check of your whole tax return.
VAT dispute	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.
we, us, our, DAS	DAS Legal Expenses Insurance Company Limited.
you, your	The business that has taken out this policy (shown as the policyholder in the policy schedule).

OUR AGREEMENT

This policy, the policy schedule and any endorsement shall be considered as one document. **We** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business**

For advice and to make a claim call 0344 893 0859

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

2 Compensation awards

We will pay:

- (a) any basic and compensatory award; and/or
- (b) an order for compensation following a breach of **your** statutory duties under employment legislation

in respect of a claim we have accepted under insured incident 1 **Employment disputes and compensation awards**.

Provided that:

- (a) *in cases relating to performance and/or conduct, **you** have throughout the employment dispute either:*
 - (i) *followed the ACAS Code of Disciplinary and Grievance Procedures; or*
 - (ii) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*
 - (iii) *sought and followed advice from **our** legal advice service (telephone number above)*
- (b) *for an order of compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute (telephone number above)*
- (c) *for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **you** have sought and followed advice from **our** Claims Department before starting any redundancy process or procedure with **your** employees (telephone number above)*
- (d) *the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.*

Please note that the total of compensation awards payable by us is £1,000,000 in any one **period of insurance**. Please see **What we will not pay 2**.

- 1 Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes.

- 2 Non-payment of money due under a contract of employment or a statutory provision.

- 3 Any award ordered because **you** have oc121 Tf(ycnrd ret2 -TextEFFC

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What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

3 Employee civil legal defence

Costs and expenses to defend the **insured person's** (other than **you**) legal rights if an event arising from their work as an employee leads to civil action being taken against them:

- (a) under legislation for unlawful discrimination; or
- (b) as trustee of a pension fund set up for the benefit of **your** employees.

*Please note that we will only provide cover for an **insured person** (other than **you**) at **your** request.*

4 Service occupancy

Costs and expenses to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Any claim relating to defending **your** legal rights other than defending a counter-claim.

For advice and to make a claim call 0344 893 0859

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

LEGAL DEFENCE

Costs and expenses to defend the **insured person's** legal rights:

1 Criminal pre-proceedings cover

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.

2 Criminal prosecution defence

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

*Please note we will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**.*

3 Data protection and Information Commissioner registration

(a) If civil action is taken against the **insured person** for

A claim related to the following:

- 1 prosecution due to infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle

*Please note this exclusion applies to sections 1 and 2 of the **Legal defence** cover.*

For advice and to make a claim call 0344 893 0859

What is covered Please also refer to our agreement.	What is not covered Please also refer to the policy exclusions.
4 Wrongful arrest If civil action is taken against you for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the period of insurance .	
5 Statutory notice appeals In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting your business .	2 an appeal against the imposition or terms of any Statutory Notice issued in connection with your licence, mandatory registration or British Standard Certificate of Registration 3 a Statutory Notice issued by an insured person's regulatory or governing body.
6 Jury service and court attendance An insured person's absence from work: (a) to perform jury service (b)	

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What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

CONTRACT DISPUTES

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) *the amount in dispute exceeds £500 (incl VAT) and does not exceed £5,000 (incl VAT)*
- (b) *if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £500 (incl VAT) but do not exceed £5,000 (incl VAT)*
- (c) *if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.*

A claim relating to the following:

- 1 unless equivalent legal expenses insurance was continuously in force immediately prior to the inception of this policy, a dispute arising from an agreement entered into prior to the start of the policy if the **date of occurrence** is within the first 90 days of the cover provided by the policy
- 2 (a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
(b) the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters
(c) a loan, mortgage, pension, guarantee or any other financial product and choses in action
(d) a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles
- 3 a dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**
- 4 a dispute which arises out of the:
sale or provision of computer hardware, software, systems or services; or
the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification
- 5 a dispute arising from a breach or alleged breach of professional duty by an **insured person**
- 6 the recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.



For advice and to make a claim call 0344 893 0859

What is covered

Please also refer to our agreement.

What is not covered

Please also refer to the policy exclusions.

TAX PROTECTION

- 1 A tax enquiry
- 2 An employer compliance dispute
- 3 A VAT dispute

Provided that:

You have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed.

*Please note we will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule. Please see Our agreement.*

- 1 Any claim relating to a tax avoidance scheme.
- 2 Any failure to register for Value Added Tax or Pay As You Earn.
- 3 Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- 4 Any claim relating to import or excise duties and import VAT.
- 5 Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

POLICY EXCLUSIONS

We will not pay for the following:

- 1 Late reported claims Any claim reported to us

- 14 **Calendar date devices** 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 **Litigant in person** Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.

POLICY CONDITIONS

- 1 **Your representation** (a) On receiving a claim, if representation is necessary, we will appoint a

YOUR IMPORTANT INFORMATION

LEGAL ADVICE HELPLINE

call **0344 893 0859** when you require legal advice

CLAIMS HELPLINE

call **0344 893 0859** when you need to make a claim

TAX ADVICE SERVICE

call **0344 893 0859** when you require tax advice

COUNSELLING SERVICE

call **0344 893 9012** for confidential counselling

DASBUSINESSLAW