

Wellbeing Assist Key Facts Summary

This key facts summary is designed to help you understand the key features, benefits, exclusions and limitations of your Wellbeing Assist commercial legal expenses policy. Full policy terms and conditions are contained in the policy wording, a copy of which is available on request. This product is designed for businesses who want to cover the cost of legal expenses in relation to the sections mentioned below. This insurance is provided by Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Intact Insurance UK Limited.

SIGNIFICANT FEATURES	
Claims reporting basis	This is a claims made insurance. You must report your claim during the period of insurance and as soon as you first become aware of circumstances which lead to a claim
Limits of indemnity	• Criminal defence: Interview under caution - £2,500 per claim • Tax protection: Current tax year enquiry £1,000 per claim • Court attendance costs - £1,000 per claim • Image use Defence - £1,000 per claim • All other sections - £100,000 per claim • Aggregate of £250,000 per period of insurance
Standard excesses	• Tax protection: Aspect Enquiries £1,000 • Contract Disputes - £500
Co-insurance	40% for use of a representative who is not one of our panel of appointed representatives and where that chosen representative does not agree to our standard charging rates
Territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
Applicable law	England and Wales
Period of insurance	12 months unless otherwise agreed

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
The insurer will pay legal costs, expenses and employment compensation awards, up to the limit of indemnity, for insured events listed below.	• It must always be more likely than not that your claim will be successful. This requirement applies throughout the duration of your claim. • Circumstances giving rise to a claim which exist before you take out this policy. • Any costs incurred before consent has been granted.

The experts in legal expenses insurance

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STANDARD COVER	
What is covered	What is not covered
Property Disputes • An event causing physical damage to your property. • Nuisance or trespass. • Recovering possession of premises from an employee or ex-employee. • Right of way claims.	Property Disputes • Disputes arising from contracts or tenancy or licence agreements (other than repossessing premises from employees or ex-employees). • Property damage where the amount claimed is less than £1,000. • Cases where another party claims they own some or all of your property. • Cases where rights have arisen through the use or occupation over a length of time. • Motor vehicles owned by, or hired or leased to the Insured (unless your business activity is selling motor vehicles).
Landlord Disputes • The Insured's landlord's failure to maintain or repair your property as required by a lease or tenancy agreement. • The Insured's alleged failure to maintain or repair your property as required by a lease or tenancy agreement. • Defending a demand for dilapidations at the end of a lease or tenancy. • Defending the Insured's landlord terminating the lease or tenancy early and removing the Insured from the property.	Landlord Disputes • Cases where the Insured has failed to pay money owed to a landlord, unless payment has been withheld due to the landlord's failure maintain or repair the property.
Tenant Disputes • The Insured's tenant's failure to maintain or repair your property as required by a lease or tenancy agreement. • The Insured's alleged failure to maintain or repair your property as required by a lease or tenancy agreement. • Evicting the Insured's tenant at the expiry of the lease or tenancy agreement. • Pursuing a tenant for disputed dilapidations at the end of a lease or tenancy.	Tenant Disputes • Dilapidations claims where the Insured has not issued an enforceable notice of dilapidations including an independent expert valuation of the dilapidations. • Eviction claims where the Insured has not issued an enforceable statutory or contractual notice to the tenant.
	All Property, Landlord or Tenant Disputes • Where the Insured will not suffer a financial loss or loss to the value of their business property. • Where the Insured has not first attempted to make a claim under their buildings or business interruption policy, in respect of claims relating to damage or nuisance. • Relating to the review or renewal of a tenancy or leasehold agreement, or the purchase of a property. • Where the Insured has not maintained suitable building and where necessary contents insurance. • Alleging the Insured to be responsible for pollution, seepage or contamination of any kind.

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Criminal Defence - Representing the Insured in relation to suspected criminal offences. - Defending the Insured for wrongful arrest following an accusation of theft from the Insured's business premises. - Pursuing appeals against the imposition of terms of a Statutory Notice against the Insured's business. - Representing the Insured during an interview under caution by Police or other prosecuting authority. - Defence of criminal prosecution where a conviction would result in the loss of a driving licence required by a director or a business partner to carry out essential business activities. - Defence of a motor related criminal prosecution for tachograph or weight offences.	Criminal Defence - Investigations by or on behalf of HMRC. - Allegations of fraud, theft, forceful, violent or wilful acts, or allegations of the Insured person's involvement with an accident involving personal injury or death. - Ownership, possession, hiring or use of motor vehicles, or infringement of road traffic laws. - An Interview under caution, where the Police require your immediate attendance at a police station. - Any motor related claims where there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electrical equipment. - Any costs or fines the Insured is ordered to pay by a criminal court.
Tax Protection - HMRC tax enquiries into the whole or specific aspects of the Insured's Income Tax or Corporation Tax return. - Employers' Compliance with Pay As You Earn, National Insurance Contributions, Social Security, Construction Industry or IR35 legislation and regulations. - Representing the Insured in a dispute with HMRC following a VAT visit or the issue of a written decision, assessment or statement of alleged arrears.	Tax Protection - Routine treatment of matters not connected with a formal investigation. - Investigations into alleged dishonesty or criminal offences. - Matters handled by the HMRS Specialise Investigations Unit. - Tax avoidance schemes. - Failure to register for VAT, PAYE or, where required to do so, the Construction Industry Scheme. - Tax investigations resulting from the negligent advice or actions of the Insured's tax consultant or adviser.
Regulatory Compliance - Defending the Insured person in civil actions under Section 13 of the Data Protection Act (DPA) 1998. - Appealing against the refusal of the ICO to register the Insured's application for registration.	Regulatory Compliance Any awards of compensation.
Court Attendance Costs The Insured Person's lost wages or salary, up to a maximum of £1,000, following their absence from work to attend jury service, or as a witness in respect of an Insured event under this policy.	Court Attendance Costs Sums which are recoverable from the court or tribunal
Employee Extra Protection - Pursuing the Insured Person or their family members' legal rights to obtain damages or compensation for personal injury, including clinical negligence, which arises out of any actual or alleged act or omission by a third party. - The defence of the Insured person against allegations of discrimination arising from them carrying out activities on behalf of the business.	Employee Extra Protection - Any claims relating to injuries that occur on the Insured's business premises. - Any matter where the amount claimed is less than £1,000. - Disputes between the Insured and an employee. - Disputes brought by prospective employees. - Disputes brought by ex-employees.
Marketing Image Defence Defending the Insured in relation to the use of images of individuals attending an insured business activity. Provided such images are expressly used for promotional or marketing material in relation to the Insured business activity and that the Insured has sought the individual's prior consent.	Marketing Image Defence - Any claim alleging the Insured's use of images other than for marketing activities - Claims where the Insured has not sought an individual consent - Claims brought by an ex-employee.

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OPTIONAL COVER	
What is covered	What is not covered
Contract Disputes Pursuing or defending the Insured's legal rights in disputes over the purchase, hire, sale or provision of goods or services.	Contract Disputes - Claims where the amount in dispute is less than £1,000 (inc VAT) - Arbitration or adjudication relating to building or construction work. - Claims relating to Franchise agreements, agency rights, assignment, bailment, bills of exchange and contracts that provide or arrange credit, securities or guarantee. - Contracts governed by the Consumer Credit Act, loans, hire purchase agreements, mortgages, pensions or any other financial product; - Motor vehicles owned by, or hired or leased to you (unless your business activity is selling motor vehicles). - Lease, licence, or tenancy of land or buildings. - Supply of computer hardware and systems, or purchase of tailored computer hardware and systems.
Disciplinary Hearings Representing the Insured at a disciplinary hearing held by their professional or regulatory body where there is a risk of the Insured's membership being removed or where the loss of registration or accreditation would stop the Insured carrying out the insured business activity.	Disciplinary Hearings Any claim arising from the payment or non payment of membership fees or subscriptions.
Employment Defence and Compensation Awards - A dispute with an employee, ex-employee or prospective employee throughout the ACAS Early Conciliation process and at subsequent Employment Tribunal hearings relating to a contract of employment and/or breach of employment legislation. - For claims accepted under Employment Defence, the Insurer will pay awards of compensation made against the Insured at a tribunal or settlements agreed by us.	Employment Defence and Compensation Awards - Internal disciplinary or grievance proceedings. - Any claim where the Insured did not seek and follow advice or obtain authorisation from our legal helpline before taking action which could result in a dispute or complaint leading to a claim under this section. - Non-payment of money due under statutory provisions or a contract of employment.

ADDITIONAL SERVICES INCLUDED	
Undisputed Debt Recovery Service At the Insured's expense, recovery of undisputed debts from other parties. Disputed debts or debts where proceedings are recommended will be considered under Contract Disputes or Motor Contract Disputes.	The fees charged by the debt collection organisation are not indemnified under this policy.
Legal and Tax Advice Helpline Provides the Insured with telephone advice on commercial legal problems or tax matters under UK law.	
Counselling Helpline Provides the Insured's employees with a confidential telephone counselling service available 24 hours a day, 365 days a year.	This service is subject to reasonable use.

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