

Commercial Legal Protection Insurance

Insurance Product Information Document



Company: Legal Protection Group Limited
Product: Commercial Legal Protection (Scheme)

This insurance policy is:

- administered and managed by Legal Protection Group Limited, registered in England and Wales, company number 10096688. Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Eldon Insurance Services Limited (firm reference number 477112). Eldon Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
- underwritten by Alwyn Insurance Company Limited, P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar. Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording. You will also receive a policy schedule showing the specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell the person who sold you this insurance policy as soon as possible if any of the information is incorrect. Please note, all amounts shown below include any applicable tax.

What is this type of insurance?

Commercial Legal Protection is a legal expenses insurance contract which provides access to legal advice and insurance cover for legal costs and expenses, in disputes listed below which arise out of your company's business activities, subject to the terms and conditions of your policy.



What is insured?

- Legal costs and expenses (and compensation awards where applicable)
 - ✓ up to £100,000 per insured incident;
 - ✓ up to £1,000,000 per period of insurance (for compensation awards); for:

Employment Disputes

- ✓ Defending a dispute with a current, former, prospective or alleged employee regarding a contract of employment or a breach of employment legislation.

Employment Compensation Awards

Where we accept an employment dispute claim, the insurer will pay:

- ✓ compensation awarded against you by a court or tribunal; or
- ✓ a sum we agree to settle your dispute which we deem reasonable and proportional.

Breach of Restrictive Covenant

- ✓ Pursuing a dispute with a current or former employee following their breach of an express restrictive covenant in their contract of employment with you.

Defence of Legal Rights

- 1) Defending an insured person** (with your agreement) if a work-related event leads to:
 - ✓ pre-charge – interview by the Police or other prosecuting authorities where suspected of committing a criminal offence;
 - ✓ prosecution in a criminal court;
 - ✓ a formal investigation or disciplinary hearing by a regulatory or professional body;
 - ✓ civil action taken by a data subject for breaches of the Data Protection legislation directly applicable in the United Kingdom for the holding, loss or unauthorised disclosure of personal data, including compensation awarded for such breaches.
- 2) Defending you** if a work-related event leads to:
 - ✓ civil action for wrongful arrest following an allegation of theft;
 - ✓ appeals against the imposition or terms of a Statutory Notice;
 - ✓ appeals against the refusal of the Information Commissioner to register your application.
- 3) Defending an employee** (with your agreement) if a work-related event leads to:
 - ✓ civil action for unlawful discrimination;
 - ✓ civil action in their role as trustee of your company's pension fund.

Protecting Your Property

- ✓ Pursuing or defending legal rights in disputes relating to a legal nuisance or trespass which interferes with the use or right over your land or buildings.
- ✓ Pursuing disputes following damage to your land or buildings or your material property.
- ✓ Recovering possession of premises from an employee or ex-employee.

Tax Investigations and Disputes

Representing you in dealings with HMRC in:

- ✓ An investigation into your business' income tax or corporation tax return;
- ✓ a dispute over Employers' Compliance;
- ✓ a dispute over your VAT affairs.

Personal Injury

- ✓ Pursuing claims following a sudden and specific event which causes death or bodily injury to an insured person or family members permanently living with them.

Jury Service and Witness Expenses

- ✓ Lost salary or wages for the time an insured person is off work to perform jury service or attend court or tribunal as a witness for a claim under this insurance.

Statutory Licence Appeal

- ✓ Appealing to a statutory or regulatory authority, court or tribunal following a decision to suspend, cancel, alter or refuse to renew your licence to trade.



What is not insured?

There is no cover for:

Employment Disputes

- ✗ Representation throughout internal disciplinary or grievance procedures.
- ✗ Redundancies which arise within the first 180 days of the start date of this policy (unless continuous equivalent cover is in place).

Employment Compensation Awards

- ✗ Claims relating to performance and conduct, breach of statutory duty or redundancy matters where you have not sought and followed our legal advice.
- ✗ Redundancy payments or monies due or payable under a contract.

Breach of Restrictive Covenant

- ✗ Covenants which have not been designed to reasonably protect business interests or covenants that contain restrictions for more than 12 months.

Defence of Legal Rights

- ✗ Fines, compensation, damages or penalties awarded against an insured person, including any costs the insured person is ordered to pay by a criminal court.
- ✗ Claims relating to an insured person driving a motor vehicle.
- ✗ Data Protection breaches relating to hacking, cyber-attack or computer virus resulting in damage, loss, corruption or alteration to stored personal data.
- ✗ Criminal investigations by or on behalf of HMRC (this applies to pre-charge investigations which occur prior to prosecution in a criminal court).

Protecting Your Property

- ✗ A contract you have entered into (other than claims for the possession of premises from employees or ex-employees).
- ✗ Compulsory purchase orders, repossession, planning permissions, building regulations or restrictions.
- ✗ Government, local or public authority works.

Tax Investigations and Disputes

- ✗ Returns which are incomplete, incorrect or not submitted on time.
- ✗ Returns or accounts containing negligent misstatements or omissions.
- ✗ Investigations into alleged criminal activity, fraud or dishonesty.

Personal Injury

- ✗ Illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.

Jury Service and Witness Expenses

- ✗ Claims where an insured person cannot evidence the extent of their lost salary or wages.

Statutory Licence Appeal

- ✗ Applications for an original or renewal of a licence.
- ✗ Ownership, driving or use of a motor vehicle.



What is insured?

Legal costs and expenses (and compensation awards where applicable)

- ✓ up to £100,000 per insured incident;
- ✓ up to £1,000,000 per period of insurance (for compensation awards); for:

Contract Disputes

- ✓ Pursuing or defending disputes under a contract entered into for the purchase, sale, hire purchase, lease or provision of goods or services.

Recovery of Undisputed Debts

- ✓ Pursuing uncontested claims to recover money and interest due to you under a contract entered into for the sale, hiring or leasing out or provision of goods or services.

Commercial Legal and Tax Advice Helpline

- ✓ Confidential telephone advice on commercial legal or tax matters under UK, Isle of Man or Channel Islands law.

Counselling Helpline

- ✓ Confidential telephone counselling service for employees or members of their family.



What is not insured?

There is no cover for:

Contract Disputes

- ✗ Claims where the amount in dispute is less than £200.
- ✗ Sale or purchase of land or buildings or a lease, tenancy or licence to occupy land or buildings.
- ✗ Computer hardware, software, systems or services supplied by you or custom-made to your specific requirements.

Recovery of Undisputed Debts

- ✗ Claims where the amount due is less than £200.
- ✗ Claims where normal credit control procedures have not been exhausted.
- ✗ Sale or purchase of land or buildings or a lease, tenancy or licence to occupy land or buildings.
- ✗ Computer hardware, software, systems or services supplied by you.

Counselling Helpline

- ✗ Any costs incurred in using onward referral services.



Are there any restrictions on cover?

- ! There is no cover under this policy for any circumstances which you were aware of before the start date of this insurance.
- ! There is no cover under this policy for any costs incurred before we have accepted your claim or which we have not authorised in advance.
- ! This is a claims made policy which means that claims must be notified to us during your period of insurance or within 14 days after the expiry date if this insurance is not renewed.
- ! There must always be more than a 50% chance that any claim under this insurance will have a successful outcome.
- ! We will always select a legal representative of our choice to deal with your claim. If legal proceedings are issued or if there is a conflict of interest, you may choose your own legal representative (other than in claims where the insurer is liable to pay an award of compensation). Your chosen legal representative must agree to our standard terms of appointment and the most the insurer will pay is no more than the amount that would have been paid to our own choice of legal representative.



Where am I covered?

- ✓ **For Defence of Legal Rights (Pre-Charge & Criminal Prosecutions), Personal Injury, Contract Disputes and Recovery of Undisputed Debts:**
The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Norway and Switzerland.
- ✓ **For all other insured incidents:**
The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.



What are my obligations?

An insured person must:

- keep to the terms and conditions of the policy;
- take reasonable precautions to minimise the risk of a claim occurring and not to incur any unnecessary costs;
- supply us and your legal representative with honest and accurate information when asked to do so;
- co-operate fully with us and with your legal representative;
- notify us of any claim as soon as reasonably possible, which must be during the period of insurance.



When and how do I pay?

The premium for this insurance policy is payable to the person who is selling you this insurance policy before the intended start date (unless paid by monthly instalments).

The person who is selling you this insurance policy will confirm the total amount payable, payment dates and any available payment options.



When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



How do I cancel the contract?

You can cancel this insurance policy by notifying the person who sold you this insurance policy within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving the person who sold you this insurance policy 7 days' notice. Providing no claims have been made during the current period of insurance, you will be entitled to a partial refund for the remaining time on cover.

In the event of cancellation, the person who sold you this insurance policy may apply an administration charge. Please contact them for more information on any charges applied.