



## Legal Expenses Section

### Definitions applicable to this Section

#### Appointed representative

means the **preferred law firm** law firm tax consultancy accountant or other suitably qualified person **we** will appoint to act on the **insured person's** behalf

#### Costs and expenses

means all reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **DAS standard terms of appointment** and the costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them or the **insured person** pays them with **our** agreement

#### Countries covered

means for

- 1) **Insured incidents** 4) **Legal defence** (but not including 4.5) statutory notice appeals) and 1) **Personal injury**

the European Union the Isle of Man the Channel Islands Albania Andorra Bosnia Herzegovina Gibraltar Iceland Liechtenstein Macedonia Monaco Montenegro Norway San Marino Serbia Switzerland and Turkey

- 2) all other **Insured incidents** the **territorial limits**

#### DAS standard terms of appointment

means the terms and conditions which include the amount **we** will pay to an **appointed representative** that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee)

#### Date of occurrence

means for

- 1) civil cases but including **Insured incident** 7) **Tax Protection** the date of the **event** that leads to a claim and where more than one **event** happens at different times from the same originating cause the **date of occurrence** is the date of the first **event** and this is the date the **event** happened which may be before the date **you** or an **insured person** first became aware of it
- 2) criminal cases the date the **insured person** began or is alleged to have begun to break the law
- 3) **Insured incident** 6) **Statutory licence appeal** the date when **you** first became aware of the proposal by the relevant licensing or regulatory authority to suspend alter the terms of refuse to renew or cancel **your** licence mandatory registration or British Standard Certificate of Registration
- 4) **Insured incident** 7) **Tax protection** the date when HM Revenue & Customs or the relevant authority first notifies **you** of its intention to carry out an enquiry

For 7) **Tax Protection** 7.2) **employer compliance dispute** or 7.3) **VAT dispute** the date the dispute arises during the **period of insurance** following the issue of an assessment written decision or notice of a

civil penalty

- 5) **Insured incident** 4) **Legal defence** 4.5) statutory notice appeals the date when the **insured person** is issued with the relevante notice and has the right to appeal

### **Employer compliance dispute**

means 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**

means **you** and the directors partners managers and employees

### **Preferred law firm or tax consultancy**

means a law firm barristers' chambers or tax expert **we** choose to provide legal or tax consultancy 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 standards, which **we** audit regularly. They are appointed according to the **DAS standard terms of appointment**

### **Premises**

means any **property** owned by **you** or for which **you** are responsible or let under a tenancy agreement which is in writing properly executed and includes an enforceable forfeiture clause as declared to **us**

### **Reasonable prospects**

means for

- 1) civil cases the prospect 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

- 2) 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%

### **Tax enquiry**

means a written notice of enquiry, issued by HM Revenue & Customs to carry out an Income Tax or Corporation Tax compliance check which either includes a request to examine any aspect of **your** books and records or advises of a check of **your** whole tax return

### **VAT dispute**

means 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

## Legal Expenses Section

Insurance provided

**We** agree to provide the insurance stated in this Section for **you** or the **insured person** where stated in respect of any **Insured incident** arising in connection with **your business** stated in the **schedule** provided that

- 1) **reasonable prospects** exist for the duration of the claim
- 2) the **date of occurrence** of the **Insured incident** is during the **period of insurance**
- 3) any legal proceedings will be dealt with by a court or other body which **we** agree to within the **countries covered** and the **Insured incident** happens within the **countries covered**

Limit of Liability

**We** will pay an **appointed representative** on **your** behalf **costs and expenses** incurred following an **Insured incident** and any compensation awards that **we** have agreed to provided that

- 1) the maximum **we** will pay for all claims resulting from one or more **events** arising at the same time or from the same originating cause is £100,000 except under **Insured incident 10) Commercial and residential leased or let property** where the maximum **we** will pay is £50,000
- 2) the maximum **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm** or **tax consultancy**
- 3) in respect of an appeal or the defence of an appeal **you** must tell **us** within the time limits allowed that **you** want to appeal and before **we** pay the **costs and expenses** for appeals **we** must agree that **reasonable prospects** exist
- 4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this **policy** **we** must agree that **reasonable prospects** exist
- 5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages the most **we** will pay in **costs and expenses** is the value of the likely award
- 6) in respect of **Insured incident 4) Legal defence 4.6) Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you** or the court and or tribunal pays

**Insured incident**

### 1) **Personal injury**

At **your** request **we** will pay **costs and expenses** for an **insured person** and or their family members' legal rights following a specific or sudden accident that causes the death of or **bodily injury** to them

but **we** do not provide for any insurance for any claim relating to

- a) any illness or **bodily injury** that happens gradually
- b) psychological injury or mental illness unless the condition follows a specific or sudden accident that

has caused physical **bodily injury**

- c) defending an **insured person** and or their family members' legal rights other than in defending a counter-claim
- d) clinical negligence

## 2) **Contract disputes**

**We** will negotiate for **your** legal rights in 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

- 2.1) the amount in dispute exceeds £250 (including VAT) and if you hold a Contractors **policy** is less than £10,000
- 2.2) if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250 (including VAT)
- 2.3) if the dispute relates to **money** owed to **you** a claim under this Section is made within 90 days of the **money** becoming due and payable

but **we** do not provide insurance for

- a) any claim relating to
  - i) 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)
  - ii) the sale purchase terms of a lease licence or tenancy of land or buildings but **we** will provide insurance for a dispute with a professional adviser in connection with these matters
  - iii) a loan mortgage pension guarantee or any other financial product and choses in action
  - iv) 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
- b) a dispute with an employee or ex-employee which arises out of or relates to a contract of employment with **you**
- c) a dispute which arises out of the
  - i) sale or provision of computer hardware software systems or services
  - ii) the purchase or hire of computer hardware software systems or services tailored by a supplier to **your** own specification
- d) a dispute arising from a breach or alleged breach of professional duty by an **insured person**
- e) the recovery of **money** and interest due from another party other than disputes where the other party indicates that a defence exists

## 3) **Employment disputes and compensation awards**

- 3.1) **Employment disputes** - **We** will pay **costs and expenses** to defend **your** legal rights

- a) before the issue of legal proceedings in a court or tribunal
  - i) following the dismissal of an employee
  - ii) where an employee or ex-employee has contacted ACAS to commence the Early Conciliation procedure
- b) in unfair dismissal disputes under the ACAS Arbitration Scheme
- c) in legal proceedings in respect of any dispute relating to
  - i) a contract of employment with **you**
  - ii) an alleged breach of the statutory rights of an employee ex-employee or prospective employee under employment legislation

but **we** do not provide insurance for damages for personal injury or loss of or damage to **property**

### 3.2) **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 3.1) Employment disputes and compensation awards** above provided that

- i) in cases relating to performance and or conduct **you** have throughout the employment dispute either
  - 1) followed the ACAS Code of Disciplinary and Grievance Procedures or
  - 2) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland or
  - 3) sought and followed advice from **our** legal advice service
- ii) 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 **you** should have known about the employment dispute
- iii) 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
- iv) 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**

The total of the compensation awards payable by **us** will not exceed £1,000,000 in any one **period of insurance** unless **we** state otherwise in the **appendix**

but **we** do provide insurance for

- a) any compensation award relating to
    - i) trade union activities trade union membership or non-membership
    - ii) pregnancy or maternity rights paternity parental or adoption rights
    - iii) health and safety related dismissals brought under section 44 of the Employment Rights Act 1996
    - iv) statutory rights in relation to trustees of occupational pension schemes
  - b) non-payment of money due under a contract of employment or a statutory provision
  - c) any award ordered because **you** have failed to provide relevant records to employees under National Minimum Wage Legislation
  - d) a compensation award or increase in compensation award relating to failure to comply with a current or previous recommendation made by a tribunal
  - e) a settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure
- 3.3) **Employee civil legal defence** - At **your** request **we** will pay **costs and expenses** to defend an **insured person's** but not **your** 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
  - b) as a trustee of a pension fund set up for the benefit of **your** employees
- 3.4) **Service occupancy** - **We** will pay **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 but **we** do not provide for any claim relating to defending **your** legal rights other than defending a counter-claim

The total of the compensation awards payable by **us** will not exceed £1,000,000 in any one **period of insurance** unless **we** state otherwise in the **appendix**

#### 4) **Legal defence**

**We** will pay **costs and expenses** to defend an **insured person's** legal rights which arise in direct connection with the activities of **your business** as stated in the **schedule** in respect of

- 4.1) criminal pre-proceedings where prior to the issue of legal proceedings when dealing with the Policy Health and Safety Executive and or Local Authority Health and Safety Enforcement Officer it is alleged that the **insured person** has or may have committed a criminal offence
- 4.2) criminal prosecution defence following an **event** which leads to the **insured person** being prosecuted in a court of criminal jurisdiction

but **we** do not provide insurance for claims relating to prosecution due to infringement of road traffic laws or regulations in connection with the ownership driving or use of a motor vehicle

- 4.3) data protection and Information Commissioner registration where

- a) 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
  - b) an appeal against the refusal of the Information Commissioner to register **your** application but **we** do not provide insurance for the cost of fines imposed by the Information Commissioner
- 4.4) wrongful arrest where 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**
- 4.5) statutory notice appeals where an appeal against the imposition of terms of any Statutory Notice issued under legislation affects **your business**

but **we** do not provide insurance for an appeal against the imposition of terms of any Statutory Notice issued in connection with **your** licence mandatory registration or British Standard Certificate of Registration or a Statutory Notice issued by an **insured person's** regulatory or governing body

- 4.6) jury service and court attendance where an **insured person** is absent from work to either perform jury service or attend any court or tribunal at the request of the **appointed representative**

The maximum **we** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you** the court or tribunal have paid them

provided that

- a) provided that
- b) for claims relating to the Health & Safety at Work etc Act 1974 the **countries covered** will be any place where the Act applies
- b) at the time of the **Insured incident you** have registered with the Information Commissioner in respect of 4.3) data protection and Information Commissioner registration
- c) **you** request **us** to provide cover for the **insured person**

## 5) **Property protection**

**We** will pay **costs and expenses** for a civil dispute relating to **property** which is owned by **you** or for which **you** are responsible following

- 5.1) any **event** which causes **damage** to such **property** or
- 5.2) a legal nuisance which **we** define as any unlawful interference with **your** use or enjoyment of **your** land or some right over or in connection with it
- 5.3) a trespass

provided that **you** have established the legal ownership or right to the land that is the subject of the dispute

but **we** do not provide insurance for any claim relating to

- a) a contract **you** have entered into

- b) goods in transit or goods lent or hired out
- c) goods at **premises** other than those occupied by **you** unless the goods are at the **premises** for the purpose of installations or use in work to be carried out by **you**
- d) mining subsidence
- e) defending **your** legal rights but **we** will cover defending a counter-claim
- f) a motor vehicle owned or used by or hired or leased to an **insured person** except **damage** to motor vehicles where **you** are in the business of selling vehicles
- g) the enforcement of a covenant by or against **you**

#### 6) **Statutory licence appeal**

**We** will pay **costs and expenses** for an appeal to the relevant statutory or regulatory authority court or tribunal following a decision by a licensing or regulatory authority to suspend or alter the terms of or refuse to renew or cancel **your** licence mandatory registration or British Standard Certificate of Registration

but **we** do not provide insurance for any claim relating to

- a) assistance with the application process either in relation to an original application or application for renewal of a statutory licence mandatory registration or British Standard Certificate of Registration
- b) the ownership driving or use of a motor vehicle

#### 7) **Tax protection**

**We** will pay **costs and expenses** for

7.1) a **tax enquiry**

7.2) an **employer compliance dispute**

7.3) a **VAT dispute**

provided that

- a) **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed
- b) **we** will only become involved with tax claims which arise in direct connection with the activities of **your business** as stated in the **schedule**

but **we** do not provide insurance for any

- i) claim relating to a tax avoidance scheme
- ii) failure to register for Value Added Tax or Pay As You Earn
- iii) 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

- iv) claim relating to import or excise duties and import VAT
- v) investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences

8) **Tenancy disputes**

**We** will pay **costs and expenses** to pursue **your** legal rights in a dispute between **you** and **your** landlord relating to **premises** leased or rented by **you** but not any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement

9) **Debt recovery**

**We** will negotiate for **your** legal rights in a dispute relating to the recovery of **money** and interest due from the sale or provision of goods and or services including enforcements of judgments provided that

9.1) the amount in dispute exceeds £500 (including VAT)

9.2) a claim under this Section is made within 90 days of the **money** becoming due and payable

9.3) **we** have the right to select the method of enforcement and or to forego enforcing judgment if **we** are not satisfied that there are or will be sufficient assets available to satisfy judgment

but **we** do not provide insurance for

- a) any claim relating to
  - i) the settlement payable under an insurance policy
  - ii) the sale purchase terms of a lease licence or tenancy of land or buildings
  - iii) a loan mortgage pension guarantee or any other financial product and choses in action
  - iv) 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
- b) a dispute which arises out of the supply hire sale or provision of computer hardware software systems or services
- c) the recovery of **money** and interest due from another party where the other party indicates that a defence exists
- d) any dispute which arises from debts **you** have purchased from a third party

**When your policy includes either a **Material Damage Section - Commercial Property Investors** or a **Material Damage Section - Property Owners Flats** then **Insured incident 10)** below also applies**

10) **Commercial and residential leased or let property**

**We** will negotiate for **your** legal rights

10.1) in a dispute with a tenant arising from a breach or alleged breach of the tenancy agreement which relates to the use or the maintenance of the **premises** but not disputes relating to recovery of **money** or repossession

10.2) to obtain possession of the **premises** provided that where appropriate all statutory and

contractual notices have been correctly served by **you** on the tenant

10.3) in a dispute relating to dilapidations of the **premises**

provided that

- a) the amount in dispute exceeds £1,000
- b) prior to the tenancy beginning a detailed inventory which notes the condition of all items on the inventory is prepared by **you**
- c) after the tenant has vacated the **premises** a detailed schedule of dilapidations is prepared by **you**
- d) any allegation of nuisance in relation to **premises** used solely for residential purposes
- e) eviction relates to anyone who is not **your** tenant or ex-tenant of the **premises** and who does not have **your** permission to be there

but **we** do not provide insurance for

- a) any dispute arising from or relating to
  - i) the negotiation review or renewal of the lease or tenancy agreement
  - ii) any matter relating to service charges
  - iii) rent tax or building regulations or decisions or compulsory purchase orders or restrictions or controls placed on **your property** by any government or public or local authority
  - iv) any claim relating to registering rents review rents buying the freehold of the **premises** or any matter that relates to rent tribunals the leasehold valuation tribunal land tribunals or rent assessment committees
  - v) any planning application review or discussion
  - vi) mining subsidence
- b) any claim relating to
  - i) land or **premises** used for agricultural purposes
  - ii) any arbitration or Agricultural Land Tribunal hearing relating to any dispute arising out of a contract of tenancy or lease regulated by the 1986 Agricultural Holdings Act or 1995 Agricultural Tenancies Act or at hearings of the Scottish Land Court relating to disputes arising out of a contract of tenancy or lease regulated by the 1991 Agricultural Holdings (Scotland) Act or 2003 Agricultural Holdings (Scotland) Act under the terms of the tenancy or lease or as directed by statute

<b>Exclusions additional to the policy Exclusions</b>
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**We** will not provide insurance for any

- 1) claim reported to **us** more than 180 days after the date the **insured person** should have known about the **Insured incident**

- 2) **costs and expenses** incurred before **our** written acceptance of a claim
- 3) fines penalties compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards covered under **Insured incidents** 3) **Employment disputes and compensation awards** and 4) **Legal defence**
- 4) 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**
- 5) claim relating to patents copyrights trademarks merchandise marks registered designs intellectual property secrecy and confidentiality agreements
- 6) **Insured incident** deliberately or intentionally caused by an **insured person**
- 7) claim relating to rights under a franchise or agency agreement entered into by **you**
- 8) dispute with **us** not otherwise dealt with under Section Condition Arbitration
- 9) claim relating to a shareholding or partnership share in **your business** stated in the **schedule**
- 10) **costs and expenses** arising from or relating to judicial review coroner's inquest or fatal accident inquiry
- 11) claim caused by or contributed to by or arising from
  - 11.1) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - 11.2) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - 11.3) war invasion act of foreign enemy hostilities (whether war is declared or not) civil war rebellion revolution military force or coup or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000
  - 11.4) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds
- 12) claim where either at the start of or during the course of a claim
  - 12.1) **you** are declared bankrupt
  - 12.2) **you** have filed a bankruptcy petition
  - 12.3) **you** have filed a winding-up petition
  - 12.4) **you** have made an arrangement with **your** creditors
  - 12.5) **you** have entered into a deed of arrangement
  - 12.6) **you** are in liquidation
  - 12.7) part or all of **your** affairs or **property** are in the care or control of a receiver or administrator
- 13) claim relating to written or verbal remarks that damage the **insured person's** reputation
- 14) 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) claim where an **insured person** is not represented by a law firm or tax expert

<b>Conditions additional to the policy conditions</b>
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#### Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business **you** can contract the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively there is a separate arbitration process which applies to all sizes of business. The arbitrator will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator **we** will ask the Chartered Institute of Arbitrators to decide

#### Assessing and recovering costs

An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed assessed or audited if **we** ask for this

An **insured person** must additionally take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered

#### Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason the insurance **we** provide will end at once unless **we** agree to appoint another **appointed representative**

#### Expert Opinion

**We** may require **you** to obtain at **your** own expense an opinion from an expert that **we** consider appropriate on the merits of the claim or proceedings or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence

#### Keeping to the **policy** terms

An **insured person** must

- 1) keep to the terms and Conditions of this Section and **policy**
- 2) take reasonable steps to avoid and prevent claims
- 3) take reasonable steps to avoid incurring unnecessary costs
- 4) send everything **we** ask for in writing and report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need

#### Offers to settle a claim

- 1) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any

settlement without **our** written consent

- 2) If an **insured person** does not accept a reasonable offer to settle a claim **we** may refuse to pay further **costs and expenses**
- 3) **We** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for their benefit any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so
- 4) Where a settlement is made on a without-costs basis **we** will decide what proportion of that settlement will be regarded as **costs and expenses** payable to **us**

#### Other insurance

If any claim submitted falls within the scope of insurance provided by another policy or would but for the existence of this Section of the **policy** have been insured **we** will only pay **our** share of the claim even if the other insurer refuses to meet the submitted claim

#### Withdrawing insurance

If an **insured person** settles a claim or withdraws their claim without **our** agreement or does not give suitable instructions to the **appointed representative we** can withdraw insurance and will be entitled to reclaim any **costs and expenses we** have paid

#### You representation

- 1) On receiving a claim if representation is necessary **we** will appoint a **preferred law firm** or **tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court
- 2) If the appointed **preferred law firm** or **tax consultancy** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest then **you** may choose to appoint a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award
- 3) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis the most **we** will pay is the amount **we** would have paid if they agreed to the **DAS standard terms of appointment**
- 4) The **appointed representative** must co-operate with **us** at all times and keep **us** up to date with the progress of the claim

#### Your responsibilities

An **insured person** must co-operate fully with **us** and the **appointed representative** and or give the **appointed representative** any instructions that **we** ask **you** to

**Claims Conditions additional to the policy Conditions**

If **we** cannot resolve **your** issue through **our** legal advice helpline or online services and the circumstances need to be dealt with as a potential claim under this **policy** Section **you** must phone **us** on **0370 755 3111** so that **we** can provide **you** with a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given **us** to **our** claims-handling teams and explain what to do next

Please do not ask for help from a lawyer accountant or anyone else before **we** have agreed that **you** should do so. If **you** do **we** will not be able to pay the costs **you** incur even if **we** subsequently accept the claim

## Complaints

### Our Service to You

**Our** goal is to give excellent service to all **our** customers. **We** take all complaints **we** receive seriously and aim to resolve all **our** customers problems promptly. To ensure that **we** provide the kind of service **you** expect **we** welcome **your** feedback

The steps **you** should take to complain to **us** are detailed within **Your Policy**

**You** can alternatively contact the Legal Ombudsman Service at:

PO Box 6806  
Wolverhampton  
WV1 9WJ

Tel: **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)  
Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## Helpline and online services

**We** provide the following helpline 24 hours every day during the **period of insurance**

To help improve **our** service standards and for the purposes of quality control **we** record all calls with the exception of **our** confidential Counselling service for employees **we** will not be able to pay the costs **you** incur even if **we** subsequently accept the claim

Business assistance

If an unforeseen emergency affects **your business premises** and causes **damage** or potential danger **we** will contact a suitable repairer or contractor and arrange assistance on **your** behalf

All costs of assistance provided will be **your** responsibility

**Please phone us on 0370 755 3111** to obtain assistance and if **you** have a

- Material Damage Section - Commercial Property Investors or a Material Damage Section - Property Owners Flats **policy quote Policy No: TS5/4221843**
- Contractors **policy quote Policy No: TS5/6375620**
- any other **policy quote Policy No: TS5/4077177**

Counselling service

Call **0344 893 9012**

**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**

Employment manual

Visit [www.das.co.uk](http://www.das.co.uk)

The Employment manual offers comprehensive up to date guidance on rapidly changing employment law. To view it please visit [www.das.co.uk](http://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](mailto: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

Fusionbusinesslaw

Visit [www.fusionbusinesslaw.co.uk](http://www.fusionbusinesslaw.co.uk)

At [www.fusionbusinesslaw.co.uk](http://www.fusionbusinesslaw.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

Please visit [www.fusionbusinesslaw.co.uk](http://www.fusionbusinesslaw.co.uk) to register for this service using password FUS 472301 and if you have a

- Material Damage Section - Commercial Property Investors or a Material Damage Section - Property Owners Flats **policy quote Policy No: TS5/4221843**
- Contractors **policy quote Policy No: TS5/6375620**
- any other **policy quote Policy No: TS5/4077177**

If **you** experience any problems accessing fusionbusinesslaw please email details of the problem to [businesslaw@das.co.uk](mailto:businesslaw@das.co.uk) and include **your policy** number in the subject box

Legal advice service

Call **0370 755 3111**

**We** provide confidential legal advice over the phone on any commercial legal problem affecting the **business** under the laws of any European 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, and 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** specialist advisors. This will include European law and certain areas of law for Scotland and Northern Ireland

**Specialist advice is provided 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back**

Tax advice service

Call **0370 755 3111**

**We** offer confidential advice over the phone on any tax matters affecting **your business** under the laws of the United Kingdom

**Tax advice is provided by tax advisors 9am - 5pm Monday to Friday, excluding public and bank holidays. If calls are made outside these times, we will call you back**