

Commercial Legal Expenses Section

Definitions

In addition to the Policy Definitions the following also apply to this Section:

Acts of Parliament

All Acts of Parliament referred to in this Section will include a reference to all Orders and Regulations made under them and to any subsequent amendments, re-enactments, equivalent legislation, Regulations or Codes of Practice, enforceable within the Territorial Limits.

Adjudication

Adjudication whether arising under the Housing Grant Construction and Regeneration Act 1996 or the Scheme or an adjudication arising out of any term in a Contract.

Any One Claim

All Claims including any appeal against a judgment or decision arising out of the same original cause event or circumstance without the intervention of any other cause starting from a new and independent source will be regarded as one claim.

Awards of Compensation

Basic Awards and Compensatory Awards made against the Insured by an Employment Tribunal, Employment Appeal Tribunal or Superior Court, or settlements agreed as a result of negotiation, conciliation or arbitration proceedings and to which the Insurer's previous consent has been given, other than:

- a any awards of compensation against the Insured for a redundancy payment or monies due under a contract of employment, or
- b any award arising from a failure by the Insured to provide written reasons for dismissal, or
- c any award or pay specified in a reinstatement or re-engagement order, or
- d any financial benefit or compensation payable under any share option scheme or pension scheme.

Basic Awards

Basic Awards are as determined in accordance with section 119 of the Employment Rights Act 1996. For the avoidance of doubt Basic Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Claim

Cover Event 1 Employment

An application to an Employment Tribunal brought by or on behalf of any Employee against the Insured for monetary damages or other relief, including a request for reinstatement or re-engagement. The circumstances that give rise to a Claim will begin immediately the Insured first receives an Employee's Claim Form (ETI) from an Employment Tribunal.

Cover Event 2 Taxation Proceedings

The circumstances that give rise to a Claim will begin immediately the Insured or the Insured's accountant first receives written notification from:

- a HM Revenue & Customs expressing dissatisfaction with the Insured's tax affairs, or
- b HM Revenue & Customs with an assessment or written decision or notice of civil penalty in respect of VAT.

Cover Event 3 Criminal Prosecution Defence

A criminal prosecution brought against the Insured Person. The circumstances that give rise to a Claim will begin immediately proceedings are issued against the Insured Person.

Cover Event 4 Damage to Premises

A civil proceeding brought by the Insured for the pursuit of monetary damages or other relief. The circumstances that give rise to a Claim will begin immediately the Insured is first aware, or should reasonably have been aware, of actual physical damage caused to the Premises by an identifiable party resulting in provable financial loss to the insured.

Cover Event 5 Data Protection

A civil proceeding brought against the Insured Person under Data Protection legislation. The circumstances that give rise to a Claim will begin immediately the Insured Person first receives:

- a** a writ, summons or similar pleading for injunctive or non – pecuniary relief, third party proceeding, or counterclaim, or
- b** written notification from the Information Commissioner of a refusal of the Insured Person’s application for registration or an alteration to the Insured Person’s registration particulars, or
- c** an Enforcement, De – registration, or Transfer Prohibition Notice from the Information Commissioner.

Cover Event 6 Commercial Tenancy Agreement

A civil proceeding brought by the Insured for the pursuit of monetary damages or other relief. The circumstances that give rise to a Claim will begin immediately the Insured is first aware, or should reasonably have been aware, of a breach of the Insured’s Tenancy Agreement by the other party to that agreement

Cover Event 7 Licence Protection

An event which results in a hearing in regard to withdrawing, restricting or suspending the Insured’s Business licence. The circumstances that give rise to a Claim will begin immediately the Insured first receives notification from the relevant licensing authority of their intention to withdraw, restrict or suspend the Insured’s Business licence.

Cover Event 8 Personal Injury

A civil proceeding brought by the Insured Person for monetary damages. The circumstances that give rise to a Claim will begin immediately the Insured Person suffers death or bodily injury.

Cover Event 9 Jury Service Allowance

The circumstances that give rise to a Claim for Jury Service Allowance will begin immediately the Insured first knows, or should have known, that they have suffered proven financial loss as a result of a proprietor, partner, director or Employee of the Insured having been absent from work as a result of attendance for jury service.

Cover Event 10 Contract

A civil proceeding brought by or against the Insured for monetary damages or other relief. The circumstances that give rise to a Claim will begin immediately the Insured:

- a** first sends written notice to another party to a Contract that it is the intention of the Insured to hold that other party responsible for any actual or alleged breach of that Contract, or
- b** first receives written notice that it is the intention of another party to a Contract to hold the Insured responsible for any actual or alleged breach of that Contract.

Compensatory Awards

Compensatory Awards are the amounts awarded at the discretion of an Employment Tribunal, Employment Appeal Tribunal or Superior Court intended to compensate for loss of earnings and benefits. For the avoidance of doubt Compensatory Awards do not include Additional Awards, Protective Awards, Aggravated Damages or Interim Relief.

Contract

An actual or alleged contract, to which the Insured is a party, for the sale, purchase, hire, service, supply or repair of goods or for the supply or purchase of a service. For the avoidance of doubt a Contract does not include any actual or alleged contract with an Employee.

Data Protection Compensation Awards

Compensation awarded under the terms of section 13 of the Data Protection Act 1998 against the Insured for the holding, loss or unauthorised disclosure of data.

Defined Territories

The United Kingdom or any other country specified in the Schedule.

Employee

- 1 any person under a contract of service or apprenticeship with the Insured
- 2 any of the following persons whilst working for the Insured in connection with the Business
 - a any labour master or labour only subcontractor or person supplied by him
 - b any self-employed person providing labour only
 - c any trainee or person undergoing work experience
 - d any voluntary helper
 - e any person who is borrowed by or hired to the Insured.

Excess

The amount specified in the Exclusions that the Insured Person must first pay in respect of Any One Claim under this Section before the Insurer then becomes liable to make payment under that Claim.

Insured Person

The Insured and, at the request of the Insured with the agreement of the Insurer, the Insured's proprietors partners and directors and also all Employees acting in the normal course of their employment.

Insurer

Allianz Insurance plc trading as Allianz Legal Protection.

Jury Service Allowance

The payment of up to £100 per day to the Insured in respect of an Insured Person who is absent from work as a result of his or her attendance for jury service within the Territorial Limits, but only in so far as this is not otherwise recoverable from the relevant court and payment of such sum has been made by the Insured to the Insured Person under any contract of employment. The amount that the Insurer will pay is based on:

- a the time the Insured Person is off work including the time it takes to travel to and from the court. This will be calculated to the nearest half day assuming that a whole day is eight hours.
- b if the Insured Person works full time, the salary or wages for each day equals 1/250th of the Insured Person's annual salary or wages.
- c if the Insured Person works part time, the salary or wages will be a proportion of the Insured Person's weekly salary or wages.

Lawphone Legal Helpline

A telephone advisory service provided by the Insurer:

- a to advise the Insured on Business related legal matters, and
- b for the Insured to report all Claims under this Section to the Insurer.

The Insured should contact Lawphone Legal Helpline on 0370 241 4140.

Legal Expenses

Fees and Expenses

- a any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, on the Insured's behalf and up to the standard rates set by the courts, as may be agreed and confirmed by the written consent of the Insurer in respect of any Claim, including costs and expenses of expert witnesses and those incurred by the Insurer in connection with such Claim.
- b any costs incurred by other parties, insofar as the Insured Person is held liable in a civil court or tribunal to pay such costs or under a settlement made with another party with the Insurer's consent but excluding any costs which the Insured Person may be ordered to pay by a court of criminal jurisdiction.
- c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative on the Insured's behalf and up to the standard rates set by the courts or at such rates, or in such amounts, as may be agreed and confirmed by the written consent of the Insurer where it is necessary for an accountant to represent the Insured in connection with any Claim relating to Taxation Proceedings, but excluding any tax or interest and penalties demanded, assessed or requested by HM Revenue & Customs.
- d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the Legal Representative, on the Insured's behalf and up to the standard rates set by the courts or at such rates, or in such amounts, as may be agreed and confirmed by the written consent of the Insurer where it is necessary for an accountant to represent the Insured in connection with any Claim relating to Taxation Proceedings, but excluding any tax or interest and penalties demanded, assessed or requested by HM Revenue & Customs.

Legal Representative

A solicitor, barrister, accountant or any other appropriately qualified person appointed in the name of and on behalf of the Insured Person with the agreement of the Insurer to act for the Insured Person in accordance with the terms of this Section.

Reasonable Prospects of a Satisfactory Outcome

- a In civil proceedings Reasonable Prospects of a Satisfactory Outcome only exist if the Legal Representative advises that the Insured Person is more likely than not to succeed, assuming the case was determined at trial or other final hearing at first instance and the likely damages claimed and recovered by or against the Insured Person will exceed the Insured Person's own likely Legal Expenses.
- b In criminal proceedings Reasonable Prospects of a Satisfactory Outcome only exist if:
 - i the Insured Person is more likely than not to succeed in defending the prosecution assuming the case was determined at trial or other final hearing at first instance or
 - ii the Insured Person is more likely than not to succeed in a significant mitigation of their sentence or fine where the Insured Person intends to plead guilty to the offence, or is advised to do so by the Legal Representative.
- c In Taxation Proceedings Reasonable Prospects of a Satisfactory Outcome only exist in an appeal if the Insured is more likely than not to succeed in reversing the decision made or reducing the liabilities alleged by HM Revenue & Customs.

Standard Basis

The assessment of Legal Expenses which are proportionate to the Insured Person's Claim.

Taxation Proceedings

HM Revenue & Customs (Full Enquiry)

- a preparation of documents and representation of the Insured in respect of a Full Enquiry investigation by HM Revenue & Customs into the Insured's tax affairs.
- b preparation of documents and representation of the Insured at an HM Revenue & Customs Commissioners Hearing resulting from a Full Enquiry.
- c the conduct of an appeal against a decision of the HM Revenue & Customs Commissioners resulting from a Full Enquiry.

provided that:

- i investigation by HM Revenue & Customs into the Insured's tax affairs is notified to the Insurer at the time HM Revenue & Customs send a written notification to the Insured or the Insured's accountant expressing dissatisfaction with the Insured's tax affairs.
- ii submission to the relevant authorities of the Insured's accounts and related taxation computations have not been or are not unduly delayed.

PAYE Investigation

- a examination at the Insured's Premises of PAYE records with which HM Revenue & Customs have expressed dissatisfaction.
- b investigation and preparation prior to negotiation and representation on the Insured's behalf.
- c attendance at meetings and negotiations with HM Revenue & Customs on the Insured's behalf.
- d representation of the Insured at an HM Revenue & Customs Commissioners' Hearing.
- e representation of the Insured at an appeal against a decision of the HM Revenue & Customs Commissioners' following a Hearing.

provided that a dispute relating to PAYE regulations is notified to the Insurer when, following a PAYE examination, HM Revenue & Customs send a written notification to the Insured or the Insured's accountant expressing dissatisfaction.

VAT Decisions and Penalties

- a investigation and preparation of documents prior to representation of the Insured at a VAT Tribunal or in reaching agreement upon a settlement with HM Revenue & Customs under the local review procedure.
- b preparation of documents and representation of the Insured at a VAT Tribunal for the purpose of appealing against an assessment or written decision or civil penalty issued by HM Revenue & Customs.
- c representation of the Insured at an appeal against a VAT Tribunal decision.

provided that a VAT assessment or written decision or civil penalty is notified to the Insurer at the date at which HM Revenue & Customs send an assessment or written decision or notice of civil penalty to the Insured or the Insured's accountant in respect of VAT.

Self-Assessment Return Investigation (Full Enquiry)

Preparation of documents and representation of the Insured following the issue of a Formal Notice under Section 9A of the Taxes Management Act 1970 or Section 12AC of the Taxes Management Act 1970 or S24 (1) Schedule 18 Finance Act 1998 which requires the examination of all the Business books or records.

Tenancy Agreement

A Contract between the Insured and the owner of the Premises relating to the occupancy of the Premises by the Insured in connection with the Business and in return for the payment of rent.

Territorial Limits - (Events 1, 2, 3, 4, 5, 6, 7, 9 and 10)

Great Britain, Northern Ireland, the Channel Islands and the Isle of Man in connection with the Business conducted by the Insured from Premises within the Defined Territories

Territorial Limits - (Event 8 only)

Any member country of the European Union and Croatia, Iceland, Norway and Switzerland in connection with the Business conducted by the Insured from Premises within the Defined Territories

Witness Attendance Allowance

The payment of up to £100 per day to the Insured in respect of the Insured Person who is absent from work as a result of his or her attending as a witness for the Insured at a hearing, court, tribunal or arbitration within the Territorial Limits at the request of the Legal Representative with the Insurer's written consent of, but only in so far as this is not otherwise recoverable from the relevant hearing, court, tribunal or arbitration. The amount that the Insurer will pay is based on:

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

Limit of Indemnity

The maximum amount the Insurer is liable to pay under this Section is:

- 1 £100,000 Any One Claim other than a Claim relating to Event 9 Jury Service Allowance and Event 10 Contract.
- 2 £5,000 Any One Claim relating to Event 9 Jury Service Allowance.
- 3 £5,000 Any One Claim relating to Witness Attendance Allowance.
- 4 £50,000 Any One Claim relating to Event 10 Contract.
- 5 £500,000 for all Claims which first occurred during the Period of Insurance.

(collectively the Limit of Indemnity)

The above amounts are all inclusive of Legal Expenses.

Cover

The Insurer agrees to pay up to the Limit of Indemnity and on behalf of the Insured Person, Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance and Witness Attendance Allowance incurred by the Insured Person in the pursuit or defence of any Claim brought within the Territorial Limits and which first occurred during the Period of Insurance and falls within the Cover provided by the following Events.

Events (operative where shown in the Policy Schedule)

1 Employment

The Insured has cover for:

- a the defence of the legal rights of the Insured in a dispute in an Employment Tribunal with a previous, present or prospective Employee and which arises out of or relates to a contract of employment or a breach of employment or discrimination legislation.
- b Awards of Compensation.

Provided that:

- a the Insured have issued all necessary documentation to an Employee as required by legislation.
- b the Insured has consulted with and then followed with due diligence the advice and procedures provided by the Lawphone Legal Helpline before making any significant variation to an Employee's contract or taking any action which might lead to the giving of a formal warning to, or the dismissal of, an Employee.
- c the Insured has consulted with the Lawphone Legal Helpline immediately the Insured knew, or ought reasonably to have known, of any cause event or circumstance which has given or may give rise to a Claim involving the Insured.
- d the incident giving rise to the Claim occurs at least 3 months after the start of the first Period of Insurance. This will not apply if the Insured had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.

2 Taxation Proceedings

The Insured has cover for Taxation Proceedings.

Provided that the Taxation Proceedings arise out of the Business.

3 Criminal Prosecution Defence

The Insured Person has cover for the defence of a criminal prosecution.

Provided that the criminal prosecution arises out of the Business.

4 Damage to Premises

The Insured has cover for the pursuit of the legal rights of the Insured in a dispute relating to physical damage to the Insured's Premises caused by another person or organisation resulting in proven financial loss to the Insured.

Provided that:

- a** the Premises are used solely for the Insured's Business; and
- b** the incident giving rise to the Claim occurs at least 3 months after the start of the first Period of Insurance. This will not apply if the Insured had cover which is equivalent to that provided under this Section under another legal expenses policy up to the start of the first Period of Insurance.

5 Data Protection

The Insured has cover for:

- a** the defence of the legal rights of the Insured in a civil dispute arising out of the Data Protection Act 1998.
- b** an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars.
- c** an appeal by the Insured against any Enforcement, De-registration or Transfer Prohibition Notice.
- d** Data Protection Compensation Awards.

6 Commercial Tenancy Agreement

The Insured has cover for the pursuit of the Insured's legal rights in a dispute relating to the Insured's Tenancy Agreement.

7 Licence Protection

The Insured has cover for the defence of the Insured's legal rights after any event which results in a hearing in regard to withdrawing, restricting or suspending the Insured's Business licence. Provided that the hearing arises out of the Insured's Business.

8 Personal Injury

The Insured Person has cover for the pursuit of his or her legal rights following an event which causes the Insured Person's death or bodily injury.

Provided that the death or bodily injury arises out of the Business.

9 Jury Service Allowance

The Insured has cover for Jury Service Allowance.

10 Contract

The Insured has cover for the pursuit or defence of a dispute with a manufacturer or supplier or customer in respect of a Contract.

Provided that:

- a** the goods or services in question are supplied in connection with the Business of the Insured; and
- b** the amount in dispute is more than £5,000, other than a dispute where the Insured is pursuing a Claim in respect of the construction alteration or repair of any building, or part of that building, or structure when the amount in dispute must be more than £25,000.

Exclusions

In addition to the General Exclusions of this Policy the following also apply to this Section:

- 1 In respect of Event 1 - Employment there is no cover for:
 - a an Excess of £500 in respect of each Claim.
 - b any Claim arising as a result of the Insured's failure to consult with and then follow with due diligence the advice and procedures provided by the Lawphone Legal Helpline before making any significant variation to an Employee's contract or taking any action which leads to the giving of a formal warning to, or the dismissal of, an Employee.
 - c any dispute with an Employee who was subject to either a written or verbal warning (formal or informal) in the 6 months immediately preceding the first Period of Insurance.
 - d any dispute which necessitates the establishment of a transfer of employment under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive or a breach, or alleged breach, of either.
 - e any dispute based upon, arising from or in consequence of any industrial dispute, industrial or labour arbitration or collective bargaining agreements.
 - f any dispute to do with sub-contracting or contracts for services with anyone who is self-employed.
 - g any costs or expenses incurred by the Insured arising out of an internal disciplinary hearing or grievance relating to an Employee.

- 2 In respect of Event 2 - Taxation Proceedings there is no cover for:
 - a an Excess of £500 in respect of each Claim.
 - b the technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction with the Insured's tax affairs.
 - c the preparation of accounts or self assessment returns.
 - d Taxation Proceedings which arise out of deliberate or reckless or careless misstatements by the Insured in returns or submissions made to the relevant authorities.
 - e Taxation Proceedings which arise out of a failure to make accurate, truthful and up to date submissions or returns.
 - f Taxation Proceedings which arise out of a failure to observe statutory time limits or requirements.
 - g Taxation Proceedings which arise solely from an investigation of earlier accounts or records.
 - h the defence of any criminal prosecution.
 - i any enquiry under Public Notice 160 or Section 60 of the VAT Act 1994.
 - j any matter handled by the HM Revenue & Customs Specialist Investigations or conducted under the HM Revenue & Customs Civil Investigation of Fraud or Criminal Investigations procedures.
 - k any Aspect enquiry by HM Revenue & Customs.
 - l any IR 35 enquiry by HM Revenue & Customs.

- 3 in respect of Event 3 - Criminal Prosecution Defence there is no cover for:
 - a an Excess of £100 in respect of each claim.
 - b criminal proceedings being brought against the Insured Person for:
 - i fraud, theft, money laundering or other dishonesty.
 - ii offences against another person, including offences of a sexual nature.
 - iii the manufacture, distribution or use of alcohol, drugs, indecent or obscene materials.
 - iv owning, possessing, hiring or using aircraft, watercraft, motor vehicles, trailers or caravans.
 - v Taxation Proceedings.
 - vi pollution.
 - c any costs awarded against the Insured Person by a court of criminal jurisdiction.

- 4 In respect of Event 4 - Damage to Premises there is no cover for:
 - a an Excess of £100 in respect of each Claim.
 - b any dispute arising from the actual or alleged performance of, or failure to perform, in whole or in part, an actual or alleged Contract between the Insured and a third party.
 - c any dispute relating to mining or other subsidence or heave.
 - d any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - e any dispute relating to the renewal of a lease or Tenancy Agreement.
 - f any dispute over the freehold or leasehold or commonhold or title of the Premises.
 - g Adjudication.
 - h any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
 - i any dispute relating to the ownership, possession, hiring or use of aircraft, watercraft, motor vehicles, trailers or caravans.
 - j the defence of the Insured's legal rights other than in defending a counter-claim by the other party to the dispute

- 5 In respect of Event 5 - Data Protection there is no cover for:
 - a an Excess of £100 in respect of each Claim.
 - b any dispute or legal proceeding which relates to the prosecution of the Insured in respect of any actual or alleged fraud or theft.
 - c any dispute or legal proceeding which arises from a failure to register as a Data Controller.
 - d any dispute or legal proceeding which arises from a failure to comply with any legislative requirement concerning the processing of Sensitive Personal Data.

- 6 In respect of Event 6 - Commercial Tenancy Agreement there is no cover for:
 - a an Excess of £100 in respect of each Claim.
 - b any dispute relating to rent or service charges, tax, planning or building regulations or decisions.
 - c any dispute relating to the renewal of a lease or Tenancy Agreement.
 - d any dispute over the freehold or leasehold or common hold or title of the Premises.
 - e Adjudication.
 - f any dispute with Government or local authority departments concerning the imposition of rates or other local taxes.
 - g the defence of the Insured's legal rights other than in defending a counter-claim by the other party to the Tenancy Agreement.

- 7 In respect of Event 7 - Licence Protection there is no cover for:
 - a an Excess of £500 in respect of each Claim.
 - b any hearing arising out of a commercial decision by the Insured.
 - c the first application for, or the renewal of, the Insured's licence
 - d any licence hearing relating to in whole or in part:
 - i owning, driving or using a motor vehicle
 - ii to drug offences
 - iii under age drinking; or
 - iv allegations of sexual or indecent activities.

- 8 In respect of Event 8 - Personal Injury there is no cover for disputes between the Insured and the Insured Person.

- 9 In respect of Event 10 - Contract there is no cover for:
- a an Excess of £500 in respect of each Claim
 - b any dispute which occurs within the first three months of the start of the first Period of Insurance. This will not apply if the Insured had cover which is equivalent to that provided under this Policy Section under another legal expenses policy up to the start of the first Period of Insurance.
 - c the recovery of money and interest due from another party other than a dispute where the other party has indicated an intention to defend the Claim and that party has a realistic chance of defending the Claim.
 - d the pursuit or defence of any Claim brought by or against the Insured caused by or arising from or in relation to professional services, advice or specification given by the Insured or on the Insured's behalf.
 - e any dispute arising from or as a consequence of any breach or alleged breach of professional duty or any error or omission in any advice given by the Insured or on the Insured's behalf.
 - f any dispute where a Claim is brought against the Insured caused by or arising from the provision of goods or services relating to the construction, alteration or repair of any building, or part of that building, or structure.
 - g any dispute relating to computer hardware, software, systems or services.
 - h any arbitration unless wholly in accordance with the Arbitration Act 1996.
 - i Adjudication.
 - j any dispute in respect of tenancy, assignment, bailment, bills of exchange, credit and securities or guarantee.
 - k any dispute relating to a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or Tenancy Agreement.
 - l any dispute relating to the legal right of the Insured to own, occupy or use any land or building or any benefit or alleged benefit attaching to the land.
 - m any dispute relating to the ownership, possession, hiring or use of motor vehicles.
 - n any dispute arising out of the amount payable under an insurance policy.

In respect of all Events there is no cover for:

- 10 Legal Expenses, Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance incurred without the Insurer's written Consent following acceptance of a Claim.
- 11 Any Claim which does not arise from or relate to the Business, other than a Claim in respect of Jury Service Allowance.
- 12 Any Claim in respect of which the Insured Person is, or but for the existence of this Section would be, entitled to an indemnity or contribution under any other policy or certificate of insurance, service contract or membership except for any excess beyond the amount which would have been covered under such other policy or certificate of insurance.
- 13 Any Claim in respect of which the Insured Person is entitled to an indemnity or contribution under any other Section of this Policy.

- 14 Any Claim in respect of which the Insured Person is entitled to Legal Aid.
- 15 Any cause, event or circumstance occurring prior to or existing at the inception or on or after the renewal of this Section and which the Insured Person knew, or ought reasonably to have known, may give rise to a Claim by or against the Insured Person.
- 16 Any Claim that the Insured fails to notify to the Insurer within 6 months of the first occurrence of any cause, event or circumstance that gives rise to the Claim.
- 17 Any Claim arising out of a deliberate, conscious, intentional or reckless act by the Insured Person or where the Insured Person has shown wilful disregard for the need to take all reasonable steps to avoid, prevent and limit any such Claim.
- 18 Any Claim made, brought, commenced, continued or transferred outside of the Territorial Limits.
- 19 Any Claim where in the Insurer's opinion there are no Reasonable Prospects of a Satisfactory Outcome.
- 20 Fines or other penalties imposed by a court, tribunal or regulator, including any costs awarded against the Insured Person following criminal proceedings.
- 21 Any dispute between the Insured Person and the Insurer.
- 22 Any dispute between the Insured Person and the Legal Representative in respect of a Claim under this Section.
- 23 Any Claim relating to damage to goods in transit or goods lent or hired to third parties or goods at premises other than the Premises.
- 24 Any Claim arising from or relating to the operation of a franchise or distribution agreement.
- 25 Any dispute between individuals comprising the Insured or with any subsidiary, parent, associated or sister company or arising from a shareholding agreement, a partnership agreement or a trust.
- 26 Any Claim arising as a result of an allegation of libel or slander.
- 27 Any Claim relating to patents, copyrights, trademarks, merchandise marks, registered designs or other intellectual property, breach of secrecy or confidentiality, restrictive covenants or a passing off action.
- 28 Any Claim arising from or relating to an application for judicial review or other challenge to any legislation or proposed legislation.
- 29 Any Claim relating to any non-contracting party's right to enforce all or any part of this Section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Section.
- 30 Defending the Insured Person in any legal proceedings arising from:
 - a bodily injury, death, illness or disease (including psychiatric injury and stress), or
 - b loss, destruction or damage to property, or
 - c alleged or actual breach of any duty owed as a director or officer of the Insured.
- 31 Any VAT attaching to Legal Expenses incurred with the Insurer's consent which is recoverable by the Insured Person from elsewhere.

Conditions

In addition to the General Conditions of this Policy the following also apply to this Section:

A General Conditions

1 Change of Risk

It is a condition precedent to the liability of the Insurer to provide Cover under this Policy that the Insured must notify the Insurer in writing of any alteration during the Period of Insurance which would materially affect the Insurer's assessment of the risk and that part of this insurance affected shall cease to be in force unless such alteration is agreed in writing by the Insurer. Upon notification of any alteration the Insurer may alter the premium and the Insured will pay an additional premium to, or receive a refund of premium from, the Insurer as the case may be.

2 Arbitration

Any dispute between the Insured Person and the Insurer concerning this Section shall be referred to a single arbitrator who will be either a solicitor or barrister agreed upon by the parties or failing agreement one who is nominated by the President of the appropriate Law Society or by the Chairman of the Bar Council or appropriate professional body within the Territorial Limits. All the costs of the arbitration shall be met in full by the party against whom the decision is made. If the decision is not clearly made against one party the arbitrator will have the power to apportion costs. If the decision is made in the Insurer's favour, the Insured Person's costs will not be recoverable under this Section.

The decision will be final and binding upon both the Insured Person and the Insurer and cannot be the subject of an appeal.

3 Maintenance of Records

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured has kept and maintained reasonable books and records. Where the Insured is a corporate organisation such books and records must have been kept in accordance with the Companies Acts.

4 Disclosure of the Existence of this Section

The Insured Person or the Legal Representative must not reveal the existence of this Section unless the Insurer has given written consent or is ordered to do so by a court.

5 Assignment

This Section may not be assigned by the Insured Person or by the Insured Person's executors or administrators.

B Claims Process Conditions

1 Notification of Claims

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insurer is notified in writing by the Insured Person by the completion of a claim form or in another way confirmed by the Insurer to the Insured Person, immediately the Insured Person is, or should have been, aware of any cause, event or circumstance which has given or may give rise to a Claim involving the Insured Person. If the Insured Person fails to notify the Insurer within 6 months of the first occurrence of such cause, event or circumstance any Claim arising from that cause, event or circumstance will not be accepted.

When such a notification has been given, the Insurer agrees to treat any subsequent Claim in respect of the cause, event or circumstance notified as though the Claim had been made, brought or commenced during the Period of Insurance.

Important procedure for Employment Disputes

If a Claim Form (ET1) is received from an Employment Tribunal the Insured must immediately complete a Claim form and forward it to the Insurer, to arrive no later than 7 days after receipt of the Claim Form (ET1). Response Form (ET3), which should be left blank, must also be sent.

2 Consent

It is a condition precedent to the Insurer's liability to provide cover under this Section that consent to accept a Claim and:

- a** incur Legal Expenses; and
- b** pay Awards of Compensation, Data Protection Compensation Awards, Jury Service Allowance or Witness Attendance Allowance

must first be obtained in writing from the Insurer ("Consent"). Consent will be given if the Insured Person can satisfy the Insurer that:

- a** there are Reasonable Prospects of a Satisfactory Outcome, and
- b** in a particular case, it is reasonable for Legal Expenses to be incurred and/or a Claim in respect of Awards of Compensation, Jury Service Allowance or Witness Attendance Allowance to be accepted under this Section

In reaching a decision on whether or not to give Consent the Insurer will seek the opinion of the Legal Representative.

If the Insurer and the Legal Representative are unable to agree on whether Reasonable Prospects of a Satisfactory Outcome exist, the Insurer will seek the opinion of any other legally qualified advisor or other expert appropriate to the Claim the Insurer feels it is necessary to consult in order to make their decision.

In all cases the Insured Person will be advised in writing of the granting or refusal of Consent.

3 Dealing with the Claim

If the Insurer grants Consent a Legal Representative will be instructed and will then act in accordance with Claims Process Condition 8.

The Insurer may withdraw Consent previously given at any time if facts become known which would mean that a particular Claim would not have been accepted under the terms of this Section or if there are no longer Reasonable Prospects of a Satisfactory Outcome. Provided there has been full compliance with the Section terms the Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when the Insurer notified the Insured Person that Consent had been withdrawn.

If the Insured Person decides to proceed with the pursuit or defence of a Claim to which the Insurer has refused to give Consent and is subsequently successful the Insurer will pay Legal Expenses as if the Insurer had given Consent at the outset.

4 Duty of the Insured Person to Minimise Claims

In respect of any Claim for which Consent has been granted under the Section the Insured Person must use best endeavours and take all reasonable measures to minimise the cost and effect of any Claim under this Section.

If the Insured Person fails to comply with this requirement then the Insurer will have the right to adjust the Insurer's liability under this Section to the extent that a Claim would have cost the Insurer had the Insured Person complied.

5 The Insurer's Right to Settle Claims

The Insurer shall have the right to take over and conduct in the name of the Insured Person any Claim at any time and can settle any Claim on behalf of the Insured Person on such terms as the Insurer deems appropriate. At its' absolute discretion, the Insurer may decide to settle the Claim by paying the Insured Person the amount of damages claimed by, or against, the Insured Person instead of indemnifying the Insured Person for Legal Expenses or Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance. Where the Insurer exercises this discretion the Insurer will cease to be liable for any further Legal Expenses, Awards of Compensation, Data Protection Compensation Awards or Witness Attendance Allowance in respect of that Claim.

6 Insolvency of the Insured Person

If during the course of any Claim to which the Insurer has given support, the Insurer has the right to withdraw that support immediately if the Insured Person;

- a becomes insolvent (or commits an act of insolvency or bankruptcy), or
- b enters into liquidation, or
- c makes an arrangement with creditors, or
- d enters into a deed of arrangement, or
- e has part or all of their affairs assets or property placed in the care or control of a receiver or a liquidator, or
- f has an administration order over their affairs assets or property.

7 Appeal Procedure

If following legal proceedings to which the Insurer has given Consent, the Insured Person wishes to appeal against the judgment or decision of a court or tribunal it is a condition precedent to the Insurer's liability to continue to provide cover under this Section that the grounds of such appeal must be submitted to the Insurer in good time and by secure means so that the Insurer may consider whether there are Reasonable Prospects of a Satisfactory Outcome in respect of the appeal and if so whether to Consent to such further action. The Insurer will inform the Insured Person and the Legal Representative of their decision.

If the Insurer requires it, the Insured Person will co-operate fully in an appeal against the judgment or decision of a court or tribunal.

8 Legal Proceedings

a Freedom to choose a Legal Representative

For any claim where the Insurer may be liable to pay Awards of Compensation under Event 1 Employment, or Data Protection Compensation Awards under Event 5 Data Protection, the Insurer will choose the Legal Representative.

For any other claim the Insurer will choose the Legal Representative at any time before the Insurer agrees that legal proceedings need to be issued or defended. The Insured Person can only choose a Legal Representative if the Insurer agrees that legal proceedings need to be issued or defended or if a conflict of interest arises which means that the Legal Representative originally chosen by the Insurer cannot act for the Insured Person. The Insured Person must send the name and address of the Insured Person's chosen Legal Representative to the Insurer. If the Insurer agrees to appoint a Legal Representative that the Insured Person chooses, that Legal Representative will be appointed on the same terms as the Insurer would have appointed its chosen Legal Representative.

In respect of any claim for which the Insurer has granted Consent, the Legal Representative will be appointed in the name of and on behalf of the Insured Person to act for the Insured Person in accordance with the terms of this Section.

In agreeing to the selection of a Legal Representative the Insured Person will comply with Claims Process Condition 4.

The Insurer's liability to provide Cover under this Section will cease immediately with no liability to indemnify the Insured Person in any respect unless in its absolute discretion the Insurer agrees to another Legal Representative being appointed to continue acting for the Insured Person under the terms of this Section, if:

- i due to any unreasonable conduct or failure to act by the Insured Person, the Legal Representative reasonably refuses to continue acting for the Insured Person, or
- ii the Insured Person unreasonably dismisses the Legal Representative without the Insurer's agreement.

b Disclosures to the Legal Representative

It is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured Person must give the Legal Representative all possible help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the Insured Person's possession. The Insured Person must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.

c Access to Information

The Insurer is entitled to receive from the Legal Representative any information, document or advice in connection with any Claim, even if privileged. On request the Insured Person will give to the Legal Representative any instructions necessary to secure the required access.

d Obligations of the Insured Person and Legal Representative in relation to any claim.

It is a condition precedent to the Insurer's liability to provide Cover under this Section that:

- i The Insured Person and on their behalf the Legal Representative immediately notify the Insurer in writing of any information as soon as it is received which may affect the Insurer's opinion on the Reasonable Prospects of a Satisfactory Outcome of the Claim.
- ii The Insured Person and on their behalf the Legal Representative will inform the Insurer in writing as soon as any offer to settle a Claim is received or made or an offer of payment into Court is received. The Insured Person or the Legal Representative will under no circumstances enter into any agreement to settle without the Insurer's prior written consent. If, in the Insurer's opinion, the Insured Person unreasonably withholds agreement to settle, Cover under this Section will cease immediately. The Insurer agrees to indemnify the Insured Person in respect of Legal Expenses incurred up to the date when Cover ceased.
- iii The Insured Person and on their behalf the Legal Representative will report in writing the result of the Claim to the Insurer when it is finished.

e Payment of Legal Representative's Bills

The Insurer shall have the right to settle Legal Expenses at the conclusion of a Claim.

The Insured Person should forward all bills which are received from the Legal Representative relating to the Claim to the Insurer without delay following conclusion of the Claim. If the Insurer requires, the Insured Person must ask the Legal Representative to submit the bill of costs for audit or assessment by the appropriate court or, at the discretion of the Insurer, a law costs draughtsman or other competent party.

The Insured Person is responsible for the payment of all Legal Expenses. The Insurer may settle these direct if requested by the Insured Person to do so.

The payment of some Legal Expenses does not imply that all Legal Expenses will be paid.

The Insured Person must not, without the Insurer's written consent, enter into any agreement with the Legal Representative as to the basis of calculation of Legal Expenses.

f Instruction of Counsel

If, during the course of any Claim (other than where Claims Process Condition 2 applies), the Insured Person or the Legal Representative considers it necessary and wishes to instruct counsel, counsel's name must first be submitted to the Insurer for Consent to the proposed instruction. Failure to do so will result in the Insurer not paying counsel's fees incurred prior to the Insurer's approval.

g Conduct of the Claim

It is a condition precedent to the Insurer's continuing liability to provide Cover under this Section that the Insured Person:

- i** does not unreasonably withdraw from a Claim or dismiss the Legal Representative without the Insurer's agreement;
- ii** co-operates fully with the Legal Representative or the Insurer in the conduct of the Claim;
- iii** follows the advice of the Legal Representative.

If the Insured Person fails to comply with either i, ii or iii then the Insurer's liability to provide Cover under this Section will cease immediately and the Insurer will not be responsible for the payment of Legal Expenses and will be entitled to reimbursement of all Legal Expenses already incurred in respect of the Claim.

h Award of Costs

Where the Insured Person is awarded costs it is a condition precedent to the Insurer's liability to provide Cover under this Section that the Insured Person and the Legal Representative must take every reasonable step to recover Legal Expenses which would be or have been subject to payment under this Section. All such recoveries will be taken into account when calculating the Insurer's liability under this Section.

i Alternative Dispute Resolution

When, in the Insurer's opinion, alternative dispute resolution would appear to provide a more effective method of resolving any Claim, the Insurer may request that the Insured Person agrees to submit such Claim to a professional dispute resolution service, to be selected by the Insurer.

In considering alternative dispute resolution the Insured Person will comply with Claims Process Condition 4 and will not therefore unreasonably withhold Consent.

Communications

All notices and communications from the Insurer or the Insurer's representatives to the Insured Person will be deemed to have been duly sent if sent to the Insured Person's last known address; or, in relation to any matters arising out of any Claim, if sent to the Legal Representative.

All notices and communication from the Insured Person to the Insurer should be sent to:

Allianz Legal Protection
2530 The Quadrant
Aztec West
Almondsbury
Bristol
BS32 4AW
United Kingdom
Phone: 0370 243 4340