

## Commercial Business Care Legal Expenses Policy Summary

Some important facts about your Commercial Business Care Legal Expenses insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

Insurer: Groupama Insurance Company Limited, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB

Coverholder: Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT.

Your cover is valid for one year.

Significant Features and Benefits	Significant and unusual exclusions or limitations	Relevant section in the policy document
<p><b>Legal Expenses Cover</b></p> <p>This policy covers legal and professional fees, costs and expenses up to an aggregate limit of indemnity of up to £100,000 in connection with legal proceedings in respect of any of the following insured incidents:</p> <ol style="list-style-type: none"> <li>1. Disputes with Employees. Defending actions brought by employees (e.g. unfair or wrongful dismissal, redundancy, pension rights, etc).</li> <li>2. Employment Awards. Providing legal advice is followed your insurance will pay industrial tribunal awards.</li> <li>3. Restrictive Covenants. The costs of pursuing a claim against any employee or former employee who is in breach of a restrictive covenant contained in his or her contract of employment.</li> <li>4. Criminal Proceedings Defence Cover. The costs of defending your employees, directors or partners for prosecutions relating to your normal business activities.</li> <li>5. Debt Recovery (optional). The costs of pursuing business debts including their enforcement in respect of the provision of goods and services, professional fees and dishonoured cheques. The monies excluding interest must exceed the sum of £250.</li> <li>6. Business Motoring. We will pursue the recovery of uninsured losses with legal fees cover up to £75,000 per incident following road accidents. Wherever possible in non-fault accidents we will provide replacement cars on a credit hire basis and also a credit repair service to assist the cash flow needs of your business. Cover limited to 4 designated vehicles.</li> <li>7. Personal Legal Protection: Personal Injury. Pursuing a claim for damages for injury or death due to the negligence of a third party.</li> <li>8. Personal Legal Protection: Pursing or defending a consumer dispute for faulty good or services.</li> <li>9. Personal Legal Protection: Home Rights. Pursuit of an infringement of your legal rights arising from your ownership or occupation of your home.</li> <li>10. Personal Legal Protection: Taxation. Professional Fees relating to an in-depth Inland Revenue investigation of your personal tax affairs.</li> <li>11. Jury Service and Court Attendance. Up to £50 per person per day (maximum £1000) for employees, directors or partners who have to attend a court or tribunal for a case covered by this insurance.</li> <li>12. Proactive Assistance and Start-up Legal Fees. The provision of legal advice and a negotiating service by our Legal Helpline Service in respect of property legal protection and disputes with landlords.</li> <li>13. Protection of Licences (optional). Costs of appeal against altering, revoking or suspension of a statutory licence.</li> <li>14. Data Protection Defence. Covers costs of defending civil proceedings against you under DPA and certain Appeals.</li> <li>15. Property Legal Protection. Support is provided in respect of the pursuit of legal rights of your premises. It enables your business to pursue claims arising from</li> </ol>	<p>The policy does not cover:</p> <ul style="list-style-type: none"> <li>• An infringement of legal rights, which occurs within 90 days of the start of this policy.</li> <li>• Claims notified outside the Period of Insurance. You must notify us within 30 days of any circumstances that may give rise to a claim.</li> <li>• Any claim which has not been notified via our Commercial Legal Helpline. Also any action taken by the insured that has not been approved by us via the Legal Helpline, which may give rise to a claim</li> <li>• Under insured incident 1 any dispute where time of occurrence was within 90 days of the first period of insurance. Also any claim against you for personal injury to the claimant and/or loss or damage to his property.</li> <li>• Under insured incident 1 any dispute where you have failed to consult the Commercial Legal Helpline immediately upon becoming aware of the dispute or potential dispute or where you have failed to heed the written advice of a Panel Solicitor or where you have failed to follow the procedures prescribed by the Commercial Legal Helpline.</li> <li>• Under insured Incident 1 the pursuit or defence of enforcement proceedings arising out of a restrictive covenant clause contained within the employment contract, either verbal or in writing, of an employee or ex employee.</li> <li>• Under insured incident 2 any dispute where time of occurrence was within 90 days of the first period of insurance. Also where the award is in respect of a redundancy or in the event of your breach of a fixed term contract.</li> <li>• Under insured incident 3 there is no cover unless the wording of any agreement has been seen and approved by us in writing beforehand.</li> <li>• Under insured incident 4 any claim where prosecutions are deliberately or intentionally solicited by you or involve dishonesty or violence by you (unless later acquitted) or where you have pleaded guilty and / or admitted liability.</li> <li>• Under insured incident 5 the first £150 of legal costs and expenses. Debts reported to the Insurer more than sixty days after the money became due and payable.</li> <li>• Under insured incident 6 any claim which have not been made by submitting to us our Claim Form duly completed and signed within 30 days of the occurrence of the Insured Incident or any claim where it is deemed that there are no reasonable prospects of success.</li> <li>• Under insured incident 6 you will be responsible for the first £25 of legal costs and expenses. The value of goods and services should exceed £100.</li> <li>• Under insured incidents 7, 8, 9 and 10 (Personal Legal Protection), the first £25 of any claim.</li> <li>• Under insured incident 8 any dispute relating to any contract entered into by you in connection with a business other than for your contract of employment. Also in respect of any contract where the amount in dispute is less than £100 or when the amount was due or payable over 6 months before the claim.</li> <li>• Under insured incident 8 any contract relating to any work carried out for the benefit of land or buildings other than your home. Also any claims relating to planning, erection or alteration of any buildings.</li> <li>• Under insured incident 9 any settlement payable under an insurance policy. Also any incidents occurring as a result of defective products, goods or services.</li> <li>• Under insured incident 9 claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings. Also construction, closure, adoption or repair of roads or bridges or the construction, demolition or adaptation of buildings housing or other works.</li> <li>• Under insured incident 9 disputes involving leased or rented property</li> <li>• Under insured incident 9 compulsory purchase, confiscation nationalisation, requisition or destruction of or restrictions or controls</li> </ul>	<p>Terms and conditions of policy</p>

<p>negligent acts and omissions of others and to pursue liability for wrongful acts under the rule of Rylands v Fletcher (1868).</p> <p>16. Disputes with Landlords. Costs incurred in representing your interests in disputes with landlords over business lease / tenancy.</p> <p>17. Goods or Services Contract Disputes (optional). The business is supported in respect of disputes over the quality of goods or services sold or supplied, including enforcement.</p> <p>18. Tax, VAT, PAYE, NIC Investigations including Inland Revenue Schedule D and Corporation Tax Investigation. Professional fees incurred with our consent.</p>	<p>placed on or damage to any property.</p> <ul style="list-style-type: none"> <li>Any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.</li> <li>A matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with your professional advisors.</li> <li>A claim relating to your business, profession or trade.</li> <li>A claim relating to the pursuit or defence of any action alleging defamation.</li> <li>Claims where you take action without first obtaining our agreement or cause delay or fail to give reasonable assistance to us.</li> <li>Claims reported more than 30 days after the Insured Incident.</li> <li>Any claim where legal costs are incurred without our authority.</li> <li>Any matter in respect of which you are entitled to Legal Aid</li> <li>Most types of dispute with local or national government authorities.</li> <li>Under insured incident 11 the first 5 days of attendance at Court for Jury Service.</li> <li>Under insured incident 13 costs in respect of an original application or standard renewal.</li> <li>Under insured incident 16 costs in respect of disputes relating to rent and service charges and any relevant taxes or an Insured Event arising in the first 3 months of the first Period of Insurance.</li> <li>Under insured incident 17 any contract where the amount in dispute is less than £5000</li> <li>Under insured incident 17 the first £500 of legal costs and expenses.</li> <li>Under insured incident 18 professional fees relating to investigations or disputes notified or which start outside the period of insurance or any claim which occurs during the first 60 days of the first period of insurance. Also any Aspect Enquiries less than £100 or more than £1000 or any case involving criminal proceedings or fraud.</li> <li>The appointment of a different solicitor nominated by the Insured will incur an excess of £500 and is subject to prior approval of terms and conditions. This excess is in addition to any other excess payments due under the policy.</li> </ul>	
<p><b>Commercial Legal Helpline</b> We provide a 24 hour, seven days a week helpline service.</p>		Terms and conditions of policy
<p><b>Legal Advice Service</b> We will give you confidential legal advice over the phone on any personal legal problem, under the laws of the United Kingdom.</p>		Terms and conditions of policy

We hope that you will be happy with your insurance policy. If not, please contact us (or the intermediary or organisation that arranged this insurance on your behalf). If you decide not to proceed with this insurance you should return the Policy Documents within 14 days of receipt.

Providing a claim has not been made and so long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid.

### Making a Claim

**Call the Composite Legal Expenses claims helpline on: 0871 423 5244**

Calls from a BT Landline cost 10p per minute at all times. Mobiles and other networks may cost more.

The following information will be required:

- Policy reference as above.
- Your name and address.
- The type of insured problem you are experiencing

### Complaints Procedure

If you are not satisfied with any aspect of this policy or our service, you should write to: The Managing Director Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff CF10 5DT

If your concern or issue cannot be settled you may be entitled to refer it to the Financial Ombudsman Service.

If you wish to put your complaint direct to the insurer, their address is Groupama Insurance Company Limited, 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB. Groupama Insurance Company Limited is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to receive compensation if it is unable to meet its obligations. Full details are available from FSCS.

Groupama Insurance Company Limited Registered Number 995253

Registered in England Registered Office: 6th Floor, One America Square, 17 Crosswall, London, EC3N 2LB

[www.groupama.co.uk](http://www.groupama.co.uk)

Member of the Association of British Insurers

Authorised and regulated by the Financial Services Authority