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 (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) 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** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for actual physical damage to the **Insured's Premises** resulting in provable financial loss to the **Insured**.

Commercial Legal Expenses Section continued

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 (including an application for injunctive or non-pecuniary relief, third party action, or counterclaim) 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** first sends written notice to another party that it is the **Insured's** intention to hold that other party responsible for a breach of the **Insured's Tenancy 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 (including an application for injunctive or non-pecuniary relief; third party proceeding, or counterclaim) 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.

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

Commercial Legal Expenses Section continued

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 **Claim**s 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**, at such rates or in such amounts as may be agreed or 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.
c any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative** in an appeal, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer**, or in resisting an appeal against the judgment of a relevant court or tribunal, up to such amounts agreed, confirmed or consented to by the **Insurer**.
d any unrecovered professional fees, expenses or other disbursements reasonably and properly incurred by the **Legal Representative**, at such rates or in such amounts as may be agreed or confirmed by the written consent of the **Insurer** in connection with any **Claim** relating to **Taxation Proceedings**, but excluding any tax or VAT or additional tax or VAT or interest and penalties demanded assessed or requested by the relevant authorities.

Commercial Legal Expenses Section continued

Legal Representative
A solicitor, barrister 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
Reasonable Prospects of a Satisfactory Outcome only exist if:

a 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 where the likely damages claimed and recovered by or against the **Insured Person** will exceed the **Insured Person's** own likely **Legal Expenses** or
b any lawyer appointed by the **Insurer** or any other lawyer appointed on behalf of the **Insured Person** would advise a reasonable private paying client to proceed having regard to the prospects of success and taking into account all of the circumstances of the **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.

Commercial Legal Expenses Section continued

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

Territorial Limits – (Event 8 only)
Any member country of the European Union and Croatia, Iceland, Norway and Switzerland

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 **Claim**s which first occurred during the **Period of Insurance**.

(collectively the Limit of Indemnity)

The above amounts are all inclusive of **Legal Expenses**.

Commercial Legal Expenses Section continued

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 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**.

Commercial Legal Expenses Section continued

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 breach or alleged breach of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Acquired Rights Directive.
- **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.

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.

Commercial Legal Expenses Section continued

- **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 of 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 matter handled by the National Investigation Service of HM Revenue & Customs or an enquiry by HM Revenue & Customs under S60 VAT Act 1994.
- **j** any matter handled by the Special Compliance Office of HM Revenue & Customs or the Special Investigations **Section** of HM Revenue & Customs.
- **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.

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.

Commercial Legal Expenses Section continued

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 commonhold 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.

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.

Commercial Legal Expenses Section continued

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 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 or commenced 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.

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 **Claim** arising from or relating to a shareholding agreement or 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.

Commercial Legal Expenses Section continued

29 Any **Claim** relating to any non-contracting partys 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, illness, disease or death, 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** will 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.

Commercial Legal Expenses Section continued

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 Claim

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 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 **Claim**s 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**.

Commercial Legal Expenses Section continued

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 Claim

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.

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**.

Commercial Legal Expenses Section continued

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 **Claim**s 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** will 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

All bills relating to any **Claim** the **Insured Person** receives from the **Legal Representative** should be forwarded to the **Insurer** without delay. If the **Insurer** requires the **Insured Person** must ask the **Legal Representative** to submit the bill of costs for assessment by the appropriate Law Society or court.

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.

Commercial Legal Expenses Section continued

f. Instruction of Counsel

If, during the course of any **Claim** (other than where **Claim**s 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 withdraw from a **Claim** 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 paid or incurred.

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 **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

Telephone: **0370 243 4340**

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