

keyfacts

POLICY SUMMARY

This document contains a summary of the provisions of the IGI Legal Assist Legal Expenses Policy.

1) What is this document about?

This Policy summary is only a summary and does not contain the full terms and conditions of the insurance contract into which you will be entering. The full terms and conditions can be found in the Policy Booklet/Certificate of Insurance, which will be issued to you if you decide to take up a IGI Legal Assist Commercial Legal Expenses Policy. **You should read that document carefully immediately upon receipt of it** and, if you have any queries you should raise them at once with your insurance adviser or IGI Legal Assist Ltd.

2) Who is the Insurer under the Policy?

Your Insurance Policy contract will be made with IGI Insurance Company Ltd (Registered number 1229676) of Market Square House, St James's Street, Nottingham NG1 6FG, and is Regulated by the Financial Services Authority and this may be checked by visiting the FSA website <http://fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

3) Who is the Claims Agent?

IGI Legal Assist Ltd is the Agent acting on behalf of the Insurer. IGI Legal Assist Ltd, (Registered number 4091368) of 4th Floor, Grange House, John Dalton Street, Manchester, M2 6FW, and is Regulated by the Financial Services Authority and this may be checked by visiting the FSA website <http://fsa.gov.uk/register> or by contacting the FSA on 0845 606 1234.

4) What kind of policy is IGI Legal Assist Commercial Legal Expenses?

Your IGI Legal Assist Commercial policy is a legal expenses policy designed to provide small businesses in any sector, which have no more than 30 employees and a turnover of less than £2,000,000 per annum, with insurance cover against the costs and expenses of legal action (and in certain cases accountants' fees) to defend or pursue your rights in certain situations. The cover provided (subject to the points made in paragraphs 5,6 and 7 below) relates to costs incurred in the legal proceedings as described in paragraph 5 below.

5) What are the main features and benefits of the cover provided?

Your policy offers cover against legal expenses incurred up to £50,000, in respect of any single claim subject to a maximum aggregate of £100,000 in respect of any number of claims in any one period of insurance which arise from the conduct of your business based within the territorial limits and from legal proceedings made by or brought against the insured person, including appealing or defending an appeal against judgement under the following parts provided that the date of occurrence is always within the period of insurance subject to the terms, conditions and exclusions of the policy and certificate of insurance.

Employment Disputes Cover (Section 1): Your defence in a dispute with an;

- a) Ex-employee dismissed by **you**;
- b) Employee or ex-employee arising from or relating to a contract of employment with you; employee;
- c) Ex-employee or prospective employee under the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986 and the Disability Discrimination Act 1995.

Legal Defence Cover (Section 2): The defence of;

- a) Prosecution of an **insured person** in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission where counsel's opinion obtained clearly demonstrates that there are reasonable grounds for defence of the prosecution;
- b) Civil action taken against **you** for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the **period of insurance**;
- c) Civil action being taken against an **insured person**, but not the **policyholder** under the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Act 1995 arising from that person's work as an employee;
- d) As a trustee of a pension fund set up for the benefit of your employees;
- e) The **policyholder** or an **insured person** being served with an improvement prohibition notice, a suspension notice or an order of enforcement under the Health & Safety at Work etc, Act 1974, the Food Safety Act 1990 and the Consumer Protection Act 1987, provided that where proceedings under the Health & Safety at Work Etc, Act 1974 are concerned, the **territorial limits** will be any place where the Act applies.

Data Protection Claims (Section 3): The defence of claims under the Data Protection Act 1984 and the Data Protection Act 1998;

- a) Of a civil action for compensation under Section 22 or 23 of the 1984 Act or Section 13 of the 1998 Act (as the case may be). Subject to the **limit of indemnity** for any single claim, any compensation awarded against an **insured person** will also be paid under the insurance.
- b) An **insured person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

Your appeal against refusal of the Data Protection Registrar or information commissioner (as appropriate) to register **your** application for registration.

Contract Disputes Cover (Section 4):

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods or service.

Tax, PAYE and VAT Protection Cover (Section 5):

- a) Inland Revenue Investigations or full enquiries;
 - i) An in-depth investigation by the Inland Revenue into the **policyholder's** business accounts and records.
 - ii) A full enquiry in the form of an extensive examination by the Inland Revenue which considers all aspects of the **policyholder's** tax affairs excluding those enquiries which are limited to one or more specific aspects of the self-assessment tax return.
- b) Policyholders compliance with Pay As You Earn Regulations;
An investigation into and or a dispute following an investigation and audit by the Inland Revenue of your compliance with Pay as You Earn Regulations.
- c) VAT Disputes;
An appeal to a VAT tribunal against an assessment issued by HM Customs and Excise for Value Added Tax due.

Property Protection Cover (Section 6): Any civil action relating to material property, owned by the **policyholder** or for which the policyholder is responsible, arising out of any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to the **policyholder**.



Licence Protection Cover (Section 7): An appeal or representation to the relevant statutory or regulatory authority, court tribunal or other mandatory body following an act, omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of **your** licence(s).

Attendance Expenses Claim Cover (Section 8): The actual loss of the salary or wages of an **insured person** for the time off work to attend;

- (a) Any court or tribunal hearing at the request of the **appointed representative**;
- (b) Any court hearing as a defendant of an admitted **claim** under this insurance provided that such salary or wages are not recoverable from the relevant court or tribunal.

6) Are there any limitations on, and/or exclusions of, the cover provided?

For a full list of general conditions and exclusions refer to the policy document (copy available on request), however the Section Specific Conditions and Exclusion are detailed below:

Conditions applicable to Employment Disputes Section:

- I. **You** must obtain advice from the IGI Legal Assist advice line before any dismissal and **you** must follow such advice and obtain an authority to dismiss reference number before any dismissal of an employee is undertaken.

Conditions applicable to Contract Disputes Section:

- I. The **policyholder** has entered into the agreement or alleged agreement during the **period of insurance**.
- II. The total amount of the dispute, including any instalment payments due and payable at the time of making the **claim**, exceeds the maximum limit as set out from time to time in the small claims procedure in the County Court for England and Wales or the Sheriffs Court of Scotland

Conditions applicable to Tax, PAYE and VAT protection Section:

- I. The **policyholder** has taken reasonable care to ensure that the business accounts and records have been properly maintained
- II. All returns have been independently prepared and are complete and correct
- III. All such returns are submitted within the statutory time limits allowed

Conditions applicable to Licence Protection Section

- I. **You** must advise us of all licences that **you** hold at the inception of this policy.

Specific Exclusions

Exclusions applicable to Employment Disputes Section:

- i) Any dispute where the cause of action arises within the first 180 days of cover.
- ii) Any dispute with an employee who was subject to formal or informal written or verbal warnings at the inception of this cover.
- iii) Any employee who was subject to redundancy, alleged redundancy or unfair selection for redundancy arising within 180 days immediately preceding the inception of this policy.
- iv) The defence of any action for damages in respect of personal injury or loss or damage to property.
- v) The first £250 of any claim.

Exclusions applicable to Legal Defence Section:

- i) **Legal proceedings** which lead to an **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
- ii) The first £250 of any claim.

Exclusions applicable to Data Protection Section:

- i) There is no cover for **claims** arising under Sections 22 and 23 of the 1984 Act or Section 13 of the 1998 Act unless **you** have registered with the Data Protection Register or Information Commissioner (as appropriate).
- ii) The first £250 of any claim.

Exclusion applicable to Contract Disputes Section:

- i) Any **claim** relating to a lease, licence or tenancy of land or buildings.
- ii) A dispute which relates to any compensation or amount payable under a contract of insurance.
- iii) Any claim relating to a contract of employment.
- iv) Any claim or arbitration arising out of any contract in connection with computer goods, systems or services.
- v) Any claim or arbitration in connection with a breach or alleged breach of professional duty by an **insured person**.
- vi) Any claim relating to the recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- vii) The first £250 of any claim.

Exclusions applicable to Tax, PAYE and VAT protection Section:

- i) Any **claim** arising from the **policyholder's** failure to register for Value Added Tax.
- ii) Any investigations or enquires by the Inland Revenue Special Investigation Section or Special Compliance Office.
- iii) Any investigations or enquiries by HM Customs and Excise into alleged dishonesty or alleged criminal offences.
- iv) Any investigation deliberately or intentionally solicited by the **policyholder**.
- v) The first £250 of any claim.

Exclusions applicable to Property Protection Section:

- i) The first £250 of any claim.

Exclusions applicable to Licence Protection Section:

- i) Any claim relating to the original application or application for renewal of any licence.
- ii) Any claim relating to any licence, which has not been declared to **Us**.
- iii) Any claim in respect of any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the inception of this insurance.
- iv) The first £250 of any claim.

7) How do I make a claim?

If you have a claim, you must make it as soon as possible (and, within the time limits mentioned in paragraph 6 above) either by telephone to IGI Legal Assist Ltd on **0161 817 7765** or in writing to us at 4th Floor, Grange House, John Dalton Street, Manchester, M2 6FW.

8) Do I have a cooling off period?



Before you accept our policy you have 14 days to review your policy document. If you are not totally happy with the policy and you have not made a claim you can write to the intermediary who arranged this insurance for you requesting that your insurance is cancelled and that monies paid be returned. Your intermediary will then contact IGI Legal Assist Ltd who will cancel your insurance.

9) Can I cancel the policy?

You have the right to cancel your policy at anytime. You may cancel this policy by giving written instructions to the intermediary who arranged this insurance for you. Your intermediary will then contact IGI Legal Assist Ltd who will cancel your insurance.

Please note that should you request cancellation of this policy following the expiry of the 14 day cooling off period you will be entitled to a refund on a pro-rata basis except when a claim has been made under the policy in which case no refund of premium will be made.

10) How do I raise a complaint?

We hope that you will be very happy with the service provided. However, if you have any complaint you should contact IGI Legal Assist Ltd who will then respond to your complaint within five days of receipt to tell you what action is being taken.

IGI Legal Assist Ltd will try and resolve the problem and give you an answer within four weeks. If it takes longer than four weeks IGI Legal Assist Ltd will tell you when you can expect an answer. If the matter is not resolved to your satisfaction please write to:

**The Complaints Officer
IGI Legal Assist Ltd
4th Floor
Grange House
John Dalton Street
Manchester
M2 6FW**

In the event of a dispute being unresolved through the usual complaints procedure the matter can be referred to:

**The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR**

The complaints procedure does not affect any legal rights you have to take action against us.

11) Will I be protected by the Financial Services Compensation Scheme?

IGI Insurance Company Ltd, who underwrite this insurance are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of insurance and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority of the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.



IGI Legal Assist Ltd is authorised and regulated by the Financial Services Authority.