



Veritass
Insurance
Complete
Commercial
Legal
Expenses
Policy



This policy and schedule are evidence that you are covered under the **Veritass Insurance Complete Commercial Legal Expenses Insurance**. You should read this policy and certificate and keep it in a safe place.

As part of the service provided you have unlimited access to the IGI Legal Assist Limited Business Support Service website. To access this facility you should go to

www.completeclaims.co.uk/supportservices

Once there you will need the following details

Your username **To Be Advised**

Your Password **To Be Advised**

If you wish to contact the IGI Legal Assist Business Support Service for further advice on any Employment, Health & Safety, Tax, VAT, PAYE or any general business legal problem you should telephone

0870 1128861

And quote your policy number which is shown on the schedule opposite

COMMERCIAL LEGAL EXPENSES INSURANCE SCHEDULE

CERTIFICATE OF INSURANCE

Policy Number «Policy_Number»

Underwriter IGI Insurance Company Limited

Claims Agents IGI Legal Assist Limited

Insured Person «First_Name_or_Company_Name» «Surname»
 «Address1»
 «Address2»
 «Address3»
 «Address4»
 «Address5»
 «Address6»

The Premium «Gross_Premium_including_IPT» inc IPT

Period of Insurance «Policy_Inception_date» to «Policy_end_date»

All Sections - «Exclusions»

Limit of Indemnity: £100,000 per single claim (Subject to a maximum aggregate of £100,000,000 in any one period of insurance)

Policy excess £250 all sections (excluding section 8 which is not subject to excess)

This Certificate of Insurance forms part of and must be read in conjunction with The IGI Legal Assist Business Support Service Insurance Policy document.

To access the IGI Legal Assist Business Support Service website during this Period of Insurance:

Visit: www.completeclaims.co.uk/supportservices

Your username: «User_Name»

Your password: «Password»

INTRODUCTION

Welcome to **our** Complete Commercial Legal Expenses policy.

This policy document and **certificate of insurance** and any endorsements contained in this policy set out the terms of the contract between **you** and **us**. Please read the policy, the **certificate of insurance** and any endorsements to make sure that they provide the cover **you** want. If they are not correct or do not meet **your** needs, please return this policy document within 14 days to the person who arranged this insurance for **you**.

The **certificate of insurance** sets out the sums insured (the amount of **cover you** have). If **your** insurance needs changing during the **period of insurance** please let **us** know as soon as possible.

You must tell **us** about any changes that affect the circumstances of **your** business. If **you** do not **your** policy may not be valid.

Please keep **your** policy and **certificate of insurance** in a safe place. **You** may need to read it if **you** wish to make a **claim** or if **you** need **our** help. **Our** agreement with **you**.

In return for **your** premium **we** will insure **you** during the **period of insurance** subject to the terms, conditions and exclusions set out in this policy and **certificate of insurance**.

Signed for and on behalf of the **Underwriters** of this policy, IGI Insurance Company Limited



K W WARDELL
Managing Director
IGI Insurance Company Ltd

DEFINITIONS

Each of the words or phrases listed below will have the same meaning wherever they appear in **bold** in this insurance.

Appointed Representative

A solicitor, accountant or other suitably qualified person appointed by **us** to act for an **insured person**.

Certificate of Insurance

The document attached to this policy which contains details of the **policyholder** and the **period of insurance**.

Claim

A request for payment of **legal expenses** resulting from one or more events arising at the same time or from the same cause.

Date of occurrence

For civil cases - The date of the incident, which may lead to a **claim**. If there is more than one incident arising at the same time or from the same cause, then the **date of occurrence** is the date of the first of these incidents.

For criminal cases - When the **insured person** began or is alleged to have begun to break the criminal law in question.

For Tax and PAYE investigations and Value Added Tax dispute

1. In-depth Investigations - When the Inland Revenue first issues the form IR72 or the Inland Revenue's Code of Practice 2.

2. Full enquiries - When the Inland Revenue first notifies in writing the intention to make enquiries

3. Employer's compliance and Value Added Tax disputes - When the relevant authority sends an assessment or written decision to the **policyholder**.

For licence appeals - When **you** first become aware of the proposal by the relevant licensing, regulatory or other authority to suspend, revoke, alter the terms of, or refuse to renew or cancel **your** licence.

Insured person

The **policyholder** and the directors, partners, managers and all other employees of **your** business.

We, Us, Our

The **Underwriters** of this insurance and/or their authorised **Claims Agents** acting on behalf of the Underwriters.

Underwriters

IGI Insurance Company Ltd, Market Square House, St James's St, Nottingham, NG1 6FG. Registered No1229676. IGI Insurance Company Ltd is authorised and regulated by the Financial Services Authority and this may be checked by visiting the FSA website <http://www.fsa.gov.uk/register> or by

contacting the FSA on 0845 6061234.

Claims Agents

IGI Legal Assist Ltd, 4th Floor Grange House, John Dalton Street, Manchester, M2 6FW who manage this insurance on behalf of the **Underwriters**. IGI Legal Assist Ltd is authorised and regulated by the Financial Services Authority and this may be checked by visiting the FSA website <http://www.fsa.gov.uk/register> or by contacting the FSA on 0845 6061234.

Legal expenses

The reasonable necessary and irrecoverable legal and accountant fees, costs, disbursements and other professional charges incurred by the **appointed representative** in connection with the **legal proceedings** which **we** have agreed to fund and those **legal expenses** incurred by the other parties in civil cases if an **insured person** has been ordered to pay them or pays them with **our** prior agreement.

Legal Proceedings

The pursuit or defence of legal disputes, tax investigations, proceedings and tribunals made by or brought against an **insured person**, including appealing or defending an appeal against judgement, within the jurisdiction of a court or other body in the **territorial limits** subject always to **our** prior agreement and the terms conditions and exclusions of this policy.

Period of Insurance

The period stated in the **certificate of insurance** for which **you** have paid or agreed to pay and **we** have agreed to accept a premium.

Territorial limits

England, Wales & Scotland.

You/your/policyholder

The person(s) or business named in the **certificate of insurance** as the policyholder.

THE COVER

We will indemnify **you** and, where requested by **you**, any other **insured person** against **legal expenses** of 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 always to the terms, conditions and exclusions of the policy and **certificate of insurance**.

1. Employment Disputes

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**
- c) employee, ex-employee or prospective employee under the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986 and the Disability Discrimination Act 1995

Exclusions applicable to Section 1

- a) any dispute where the cause of action arises within the first 180 days of cover
- b) any dispute with an employee who was subject to formal or informal written or verbal warnings at the inception of this cover.
- c) 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
- d) the defence of any action for damages in respect of personal injury or loss or damage to property

2. Legal defence

The defence of:

- a) 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 pursuant to general condition 8 clearly demonstrates that there are reasonable grounds for defence of the prosecution.
- b) a civil action being 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) a 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) a civil action being taken against an **insured person** but not the **policyholder** 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 or 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.

Exclusion applicable to Section 2

excluding any **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.

3. Data Protection

The defence of claims under the Data Protection Act 1984 and the Data Protection Act 1998 in respect of:

- a) 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 this 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.

Exclusions applicable to Section 3

There is no cover for **claims** arising under Sections 22 an 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).

4. Contract Disputes

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

Conditions applicable to Section 4

- a) The **policyholder** has entered into the agreement or alleged agreement during the **period of insurance**
- b) The total amount in 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

Exclusions applicable to Section 4

- a) any **claim** relating to a lease, licence or tenancy of land or buildings
- b) a dispute which relates to any compensation or amount payable under a contract of insurance
- c) any **claim** relating to a contract of employment
- d) any **claim** or arbitration arising out of any contract in connection with computer goods, systems or services
- e) any claim or arbitration in connection with a breach or alleged breach of professional duty by an **insured person**
- f) 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.

5. Tax, PAYE and VAT protection

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

Conditions applicable to Section 5

- a) the **policyholder** has taken reasonable care to ensure that the business accounts and records have been properly maintained.
- b) all returns have been independently prepared and are complete and correct
- c) all such returns are submitted within the statutory time limits allowed

Exclusions applicable to Section 5

- a) any **claim** arising from the **policyholder's** failure to register for Value Added Tax
- b) any investigations or enquiries by the Inland Revenue Special Investigation Section or Special Compliance Office
- c) any investigations or enquiries by H M Customs and Excise into alleged dishonesty or alleged criminal offences
- d) Any investigation deliberately or intentionally solicited by the **policyholder**.

6. Property Protection

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**.

7. Licence Protection

An appeal or representation to the relevant statutory or regulatory authority, court, tribunal or other mandatory body following an act, or 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)

Conditions applicable to Section 7

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

Exclusions applicable to Section 7

- a) any claim relating to the original application or application for renewal of any licence
- b) any claim relating to any licence which has not been declared to **Us**
- c) 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.

8. Attendance Expenses

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.

GENERAL CONDITIONS

1. If any **claim** or statement made is in any respect overstated, false or fraudulent, **we** will have the right to refuse to pay a **claim** or to avoid this insurance in its entirety.
2. **You** must have completed a declaration, in the form provided by **us**, prior to the current **period of insurance**.
3. **You** must notify **us** as soon as is reasonably possible of any change in the information given to **us** which may affect this insurance or of any circumstances which may give rise to a **claim**. Failure to do so may invalidate **your** insurance or may result in cover not operating fully. **We** reserve the right to alter the terms, charge an additional premium or cancel this insurance should **we** become aware of any fact, which may affect the cover provided by this insurance.
4. All **insured persons** must observe the terms, conditions and exclusions of this insurance.
5. All **insured persons** must take all reasonable steps to try to prevent any incident that may give rise to a claim.
6. All **insured persons** must take all reasonable steps to minimise the amount payable under this insurance.

7. **We** should, as soon as possible, be notified in writing of any potential **claim** including any written or other evidence. **You** will be required to provide the names of any possible witnesses and details, produced at **your** own expense, of any costs incurred prior to **us** accepting the **claim**, including any action already taken.

8. **We** are entitled to refuse to accept a **claim**, or to continue to indemnify an **insured person** where
- a) in **our** opinion
 - i) the **policyholder** and or any other **insured person** has not disclosed any material information to **us**
 - ii) the **policyholder** and or the **insured person** has failed to provide **us** or the **appointed representative** with any relevant information and or supporting evidence.
 - b) in the opinion of the **appointed representative**, reasonable grounds for pursuing the **legal proceedings** do not or no longer exist.
 - c) In **our** or opinion, after having taken advice from **our** own advisors (who are not the **appointed representative**) or counsel, reasonable grounds for pursuing the **legal proceedings** do not or no longer exist.

We may, at any time, require **you** to obtain at **your** own expense an opinion from counsel as to the merits of **legal proceedings**. Payment will be made under this insurance, subject to the limit applicable to the **claim**, to include the cost of obtaining the opinion only if the counsel's opinion clearly demonstrates that there are reasonable grounds for pursuit or defence of the **legal proceedings**.

If **we** refuse to accept a **claim** or to continue to indemnify an **insured person**, **we** will give the reason(s) in writing to the **policyholder** and the **insured person**.

9. Before **we** accept a **claim**, **we** will tell **you** the name and address of the nominated **appointed representative**. That person will not become the **appointed representative** until **we** confirm in writing that **they** have accepted the **claim**.

10. If **we** agree to the commencement of **legal proceedings** then an **insured person** has the right to nominate an **appointed representative**. This must be done by sending us the name and address prior to the commencement of any **legal proceedings**.

11. When an **appointed representative** is appointed **we** will send them a copy of **our** terms of appointment, which must be accepted by the **appointed representative** before commencing any work for **you**.

12. If **we** and an **insured person** do not agree about the choice of the **appointed representative**, both parties may agree in writing to choose a second suitably qualified person to decide the matter.

13. The **insured person** shall always have regard to general condition 5 both in relation to the nomination of an **appointed representative** and in relation to the conduct of **legal proceedings**.

14. In the event that during the progression of a **claim** it is deemed appropriate to change the **appointed representative** as the result of a conflict of interest or for any other reason

then all the relevant conditions shall apply to the appointment of a replacement **appointed representative**.

15. In the event of a claim under this policy
- a) All information, evidence and documents relating to the **legal proceedings** must be provided, at the **insured person's** own expense, to the **appointed representative** when requested and the **insured person** must meet with the **appointed representative** when requested.
 - b) The **insured person** must keep the **appointed representative** regularly informed of all developments and co-operate fully in all respects.
 - c) **We** are allowed/must have direct access to the **appointed representative** at all times.
 - d) The **insured person** must give the **appointed representative** any instructions asked for by **us** including for the supply of any documents or other information required by **us**.
 - e) The **insured person** must co-operate fully with the **appointed representative** at all times and must act upon all instructions, requests for information and advice in a prompt manner.
 - f) **We** are entitled to require the **policyholder** and or the **insured person** to immediately produce to **us** all information, evidence, legal advice and documents relating to the **legal proceedings** in the possession or custody of the **policyholder**, the **insured person** or the **appointed representative**.
 - g) The **policyholder** or the **insured person**, directly or via the **appointed representative** must inform **us** in writing if anyone makes any offer to settle the claim or makes any reasonable offer to settle the **legal proceedings**.

16. If any reasonable offer to settle the **legal proceedings** which equals or exceeds the total damages (including any interest) eventually recovered by the **insured person** in the **legal proceedings** is not accepted by the **insured person**, the **insurers** will have no liability in respect of **legal expenses** incurred after such refusal *unless we* have given **our** written agreement to the continuation of the **legal proceedings**.

17. When requested by **us** the **insured person** must instruct the **appointed representative** to have the **legal expenses**, made subject to detailed assessment or audit by the relevant court or tribunal.

18. All accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance must be submitted to **us** promptly.

19. Following receipt of the relevant accounts, orders or awards of a court or tribunal for **legal expenses** to be paid under this insurance, payment will be made direct to the **appointed representative**, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.

20. If the **insured person** withdraws from the **legal proceedings** without **our** agreement cover will cease immediately and **we** will be entitled to be reimbursed for any **legal expenses** previously agreed or paid to or on behalf of the **insured person** in respect of such **legal proceedings**.

21. **We** reserve the right to take proceedings in **your** name, at **our** own expense and for **our** benefit, to recover any payment made under this insurance to anyone else. If **you** or an **insured person** recovers any **legal expenses** previously paid under this insurance from any other party, such **legal expenses** must be immediately repaid to **us**.

22. Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

23. This policy of insurance is between and binding upon the **us** and the **policyholder** and their respective successors in title, but the policy may not otherwise be assigned by the policyholder without **our** prior written consent.

24. If the **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

25. This insurance is governed by English law.

26. Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999. This Condition does not affect any right or remedy, of any person, which exists or is available otherwise that pursuant to that Act.

GENERAL EXCLUSIONS

This insurance does not cover

1. Any claim not reported to us within 90 days of the **date of occurrence**.
2. **Legal expenses** arising from a road traffic accident
3. Any dispute relating to written or verbal remarks
4. Any **claims** that an **insured person** is indemnified for under any other policy of insurance.
5. Any dispute between **us** and a **policyholder** or **insured person**.
6. Any **claim** where an **insured person**, in the reasonable opinion of the **insurers**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **appointed representative** or withdrawing from the case.
7. Any cause of action intentionally brought about by an **insured person**.
8. Any **claim** for **legal expenses** relating to an **insured persons** actual or alleged dishonesty or violent behaviour.

9. Any **Legal expenses** arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority.

10. Any **Legal expenses** arising from any expense, consequential loss, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event, ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

11. Any **Legal expenses** arising from any expense, consequential loss, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event, the radioactive, toxic, explosive

or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

12. Any **Legal expenses** arising from any expense, consequential loss, legal liability or any loss or damage, to property directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event, pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

13. Any **Legal expenses** arising from any property being confiscated or detained by any government or public or local authority.

14. Any fines, damages or other penalties, which the **insured person** is ordered to pay by a court or other authority.

15. Any **legal expenses** relating to any judicial review whether within **territorial limits** or not.

16. Any **claim** relating to **legal proceedings** involving copyright(s), trademark(s), merchandise mark(s), unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

17. Any **claim** for **legal expenses** when the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

18. Any **legal expenses** incurred

a) before **we** agree to pay them.

b) where the **policyholder** and or **insured person** pursues or defends a case without **our** agreement or in a different manner to or against the advice of the **appointed representative**

c) where the **policyholder** and or **insured person** fails to give proper instructions in due times to **us**, to the **appointed representative** or to counsel or other persons instructed by the **appointed representative**.

d) where the **appointed representative** refuses to act on behalf of the **insured person** for any reason other than a conflict of interest.

e) In respect of witnesses, experts or agents interviewed, engaged or called as witnesses without **our** prior written approval.

HOW TO MAKE A CLAIM

You should initially contact IGI Legal Assist Limited on 0161 817 7765

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 us requesting that your insurance is cancelled and that monies paid be returned. We will then contact Complete Claims Ltd who will cancel your insurance.

CANCELLATION

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 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.

COMPLAINTS PROCEDURE

We hope that you will be very happy with the service provided. However, if you have any complaint you should contact The Compliance Manager, IGI Legal Assist Ltd, 4th Floor Grange House, John Dalton Street, Manchester, M2 6FW who will 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 Insurance Company Limited
Market Square House
St James Street
Nottingham
NG1 6FG**

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 right you have to take action against us.

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 or the FSCS. The FSCS can be visited on the web at www.fscs.org.uk or by contacting the FSCS on 020 7892 7300.

VERITASS INSURANCE &
MORTGAGE BROKERS

1 Lidget Mill
Oakworth
Keighley
West Yorkshire
BD22 7HN

