

Summary of Cover



This Keyfacts summary is designed to help you understand the key features, benefits, exclusions and limitations of your Commercial Legal Advantage policy. Full terms and conditions are contained in the policy wording which follows this summary. This insurance is provided by Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd. If you would like more details on what you are covered for, please refer to your Certificate of insurance and the relevant section of the policy wording noted below, or contact your Insurance Advisor at Alan Boswell.

Key policy terms and conditions

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	WHERE TO LOOK IN THIS POLICY
Claims reporting basis	This is a claims made insurance. You must report your claim during the period of insurance and as soon as you first become aware of circumstances which lead to a claim	Making a claim , page 5
Limits of indemnity	Jury Service and Witness Attendance Allowance - £1,000 per claim All other sections: Please refer to your certificate of insurance.	<ul style="list-style-type: none"> Standard Cover 8. Jury Service and Witness Attendance Allowance, page 10 Certificate of insurance, Limits of Indemnity,
Standard excesses	Please refer to your certificate of insurance .	Certificate of insurance , Operative covers.
Co-insurance	40%, where a solicitor of your choice does not agree to our standard charging rates.	Claims conditions 2. (b), page 16
Territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands	Definitions, Territorial limits , page 6
Applicable law	England and Wales	General conditions 5. , Applicable law and Acts of Parliament, page 15
Period of insurance	12 months unless otherwise agreed	Certificate of insurance , Period of Insurance.

Standard covers

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We will pay legal costs, expenses and employment compensation awards, up to the limit of indemnity, for insured events listed below.	<ul style="list-style-type: none"> It must always be more likely than not that your claim will be successful. This requirement applies throughout the duration of your claim. Circumstances giving rise to a claim which exist before you take out this policy. 	<ul style="list-style-type: none"> Making a claim., page 5 General Exclusions 2. Pre-inception circumstances, page 14
Legal Advice Helpline Provides telephone advice on commercial legal problems or tax matters under UK law.		Helpline Services , Legal Advice Service, page 4
Counselling Helpline Provides your employees with a confidential telephone counselling service available 24 hours a day, 365 days a year.		Helpline Services , Counselling Service, page 4
Employment Defence and Compensation Awards Defending an alleged breach of employment contract or employment legislation. For accepted claims, we may agree a settlement in advance or will otherwise pay compensation awarded against you by a tribunal.	<ul style="list-style-type: none"> Internal disciplinary or grievance proceedings. You must follow advice and obtain authorisation from our legal helpline before taking action which could result in a dispute or complaint leading to a claim under this section. Non-payment of money due under statutory provisions or a contract of employment. 	<ul style="list-style-type: none"> Standard cover 1. (a) What is not covered, page 7 Provided that:, page 7 Standard cover 1. (b) What is not covered (i) and (vi), page 8

Standard covers

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	WHERE TO LOOK IN THIS POLICY
Tax Investigations and Disputes Representation by an accountant for <ul style="list-style-type: none"> HMRC enquiries into your Income Tax or Corporation Tax return. Employers' Compliance or VAT disputes with HMRC. 	<ul style="list-style-type: none"> All returns must be complete, correct and submitted within statutory time limits. Investigations into alleged dishonesty or criminal offences. Tax avoidance schemes. 	<ul style="list-style-type: none"> Standard cover 2. provided that: (i) and (ii), page 8 Provided that: (i) and What is not covered (ii), page 8 What is not covered (iv), page 8
Legal Defence Defending an employee: <ul style="list-style-type: none"> Before the issue of legal proceedings if suspected of committing a criminal offence. In a criminal prosecution. Defending the company: <ul style="list-style-type: none"> In civil actions for wrongful arrest following an accusation of theft. In appeals against the imposition or terms of a Statutory Notice. 	<ul style="list-style-type: none"> Fraud, theft, violence or accidents involving injury or death. Prosecutions involving motor vehicles. 	<ul style="list-style-type: none"> Standard cover 3. What is not covered (ii), page 9 What is not covered (iii), page 9
Property Disputes <ul style="list-style-type: none"> Pursuing a third party for damage, nuisance or trespass to your property. Repossessing premises from an employee or ex-employee. 	<ul style="list-style-type: none"> Disputes over rent, tax, planning or building regulations, compulsory purchase orders or government works. Property damage claims under £1,000. Claims involving motor vehicles. 	<ul style="list-style-type: none"> Standard cover 4. What is not covered (ii), page 9 What is covered (a) (i), page 9 What is not covered (iii), page 9
Data Protection and Information Commissioner Appeals <ul style="list-style-type: none"> Defending civil actions against an employee for compensation under Section 13 of the Data Protection Act. Appealing against the refusal of the Information Commissioner to register your business. 		
Personal Injury Pursuit of a personal injury or clinical negligence claim on behalf of an employee or their family members.	<ul style="list-style-type: none"> The amount claimed must be more than £1,000. 	<ul style="list-style-type: none"> Standard cover 6. What is covered, page 10
Loss Adjuster's Fees Fees incurred in preparing and negotiating a claim under your commercial buildings, contents and/or business interruption policy where liability is not contested.	<ul style="list-style-type: none"> The loss must be more than £10,000, or the policy excess, whichever is greater. 	<ul style="list-style-type: none"> Standard cover 7. What is covered, page 10
Jury Service and Witness Attendance Allowance An employee's lost wages or salary following their absence from work to attend jury service or to attend a court or tribunal for a claim under this policy.	<ul style="list-style-type: none"> Sums recoverable from the court or tribunal. 	<ul style="list-style-type: none"> Standard cover 8. What is not covered, page 10
Contract Disputes Pursuing or defending your legal rights in disputes over the purchase, hire, sale or provision of goods or services.	<ul style="list-style-type: none"> The amount in dispute must be more than £1,000. Legal costs are limited to 75% of the amount in dispute. Construction work. Motor contracts. Lease, licence, or tenancy agreements. Supply of computer hardware and systems, or purchase of tailored computer hardware and systems. 	<ul style="list-style-type: none"> Standard cover 9. Provided that (i), page 10 Provided that: (i), page 10 What is not covered (i), page 10 What is not covered (iv), page 10 What is not covered (vi), page 10 What is not covered (vii), page 10
Statutory Licence Appeals Appealing a decision affecting your statutory licence or certificate of registration.	<ul style="list-style-type: none"> Disciplinary or internal hearings conducted by regulatory or governing bodies. Motor vehicle licences. 	<ul style="list-style-type: none"> Standard cover 10. What is not covered (i), page 11 What is not covered (ii), page 11
Employment Pursuit Pursuing an employee or ex-employee for a breach of their employment contract.	<ul style="list-style-type: none"> Defamation or acts of negligence, errors or omissions. 	<ul style="list-style-type: none"> Standard cover 11. What is not covered, page 11

Optional Covers

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS	WHERE TO LOOK IN THIS POLICY
Commercial Property Disputes <ul style="list-style-type: none"> Disputes with your tenant about the use or maintenance of your property. Repossessing your property after all appropriate notices are served. Recovering outstanding rent, providing more than £500 is overdue for at least one calendar month. 	<ul style="list-style-type: none"> Disputes with existing tenants within the first 90 days of cover. Contracts other than the tenancy. Negotiating a tenancy agreement or service charges. Disputes over rent or land valuation, leaseholds, freeholds, tax, planning or building regulations or compulsory purchase orders. 	<ul style="list-style-type: none"> Optional cover 12. What is not covered (i), page 12 What is not covered (ii), page 12 What is not covered (iii), page 12 What is not covered (iv) and (v), page 12
Motor Disputes <ul style="list-style-type: none"> Uninsured Loss Recovery Motor contract disputes Appealing a decision affecting your vehicle operating licence Defending an employee in a motor prosecution. 	<ul style="list-style-type: none"> The amount in dispute must be more than £1,000. Legal costs are limited to 75% of the amount in dispute. Fraud, theft, violence or accidents involving injury or death. Fixed penalty offences or allegations of speeding or driving under the influence of alcohol and/or drugs. 	<ul style="list-style-type: none"> Optional cover 13. (b) Motor Contract Disputes, Provided that: (i), page 13 (b) Motor Contract Disputes, Provided that: (i), page 13 (d) Defence of Motor Prosecutions . What is not covered, (iv), page 13 What is not covered (v), page 13

How to make a claim

If you become aware of any circumstances which could lead to a claim under the covers detailed above, please call Temple as soon as possible to request a claims form on **01483 577 877**. Lines are open from 9am to 5pm, Monday to Friday. Alternatively, claims can be submitted online at www.temple-legal.co.uk/newclaims or emailed to claims@temple-legal.co.uk

Completed claim forms should be posted as soon as possible to:

Commercial Claims Department, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford, Surrey, GU1 4LY

How to make a complaint

We always aim to provide an excellent service. However, if you are ever unhappy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, please let us know by calling **01483 577 877**. Lines are open Monday to Friday, from 9am to 5pm. Alternatively, complaints can be emailed to complaints@temple-legal.co.uk or posted to:

The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford, Surrey, GU1 4LY

If you do not receive a satisfactory response within eight weeks, you may be able to refer the matter to the Financial Ombudsman Service (FOS), provided your business falls within FOS jurisdiction. The FOS can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

To contact the Financial Ombudsman Service, call **0800 023 4567** (calls to this number are free to mobile phones and landlines) or **0300 123 9123** (calls to this number cost no more than calls to 01 or 02 numbers). You can also text **07860 027 586** and the FOS will call you back. Lines are open from 8am to 8pm between Monday and Friday and from 9am to 1 pm on Saturdays.

Alternatively, you can email the Financial Ombudsman Service at complaint.info@financial-ombudsman.org.uk or make general enquiries online at <https://help.financial-ombudsman.org.uk/help/enquiries>

You can also write to the FOS at:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you. Using the complaints procedure does not affect your right to take legal action.

Data Protection

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with Temple Legal Protection's Privacy Policy (<http://www.temple-legal.co.uk/privacypolicy>).

Regulatory Information

Temple Legal Protection is authorised and regulated by the Financial Conduct Authority.

Temple Legal Protection Head and Registered Office:

One Bell Court, Leapale Lane, Guildford, Surrey, GU1 4LY Registered in England and Wales No. 3698194

Website: www.temple-legal.co.uk

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202323. This can be checked on the Financial Conduct Authority Register by visiting the FCA website: www.fca.org.uk or by contacting the FCA on **0800 111 6768**.

Royal & Sun Alliance Insurance Ltd Head and Registered Office:

Royal & Sun Alliance Ltd, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.

Registered No. 00093792.

Tel 01403 232323.

Financial Services Compensation Scheme

Royal & Sun Alliance Ltd is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS at www.fscs.org.uk or they can be contacted by phone on 0800 678 1100 or 020 7741 4100.