

## Professions and Specialty Commercial – Endorsement

### **IMPORTANT NOTICE: CHANGES TO YOUR POLICY DUE TO BREXIT**

As a result of the likely departure of the United Kingdom from the European Union (Brexit), **we** have had to make some changes to how **our** policies are underwritten from 1<sup>st</sup> January 2019.

**Please note that the changes referred to in this notice do not affect the cover provided under the policy.**

Previously **our** policies were underwritten by Hiscox Underwriting Ltd (HUL) as an intermediary on behalf of the insurers shown in the schedule. Most sections of the policies were insured by Hiscox Insurance Company Limited (HIC), although some sections were insured by other insurers, as detailed on the schedule.

As a result of Brexit, sections of **our** policies that were previously insured by HIC are now insured by Hiscox SA (HSA) directly. HUL will no longer act as intermediary. HSA is an insurance company in the Hiscox group, domiciled and regulated in Luxembourg.

As a result of the change of insurer from HIC to HSA, **we** have had to make a number of changes to the way in which **our** policies are administered, including how complaints are dealt with.

In order to reflect these changes, the following amendments are made to **your policy**, including the schedule:

	<b>Amended to read:</b>
References to Hiscox Insurance Company Limited:	Hiscox SA
Address:	Hiscox SA registered head office: Avenue John F. Kennedy 35F 1855 Luxembourg LUXEMBOURG  Local branch office: Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND  Website: <a href="https://Hiscox.ie">https://Hiscox.ie</a>
Company number:	Hiscox SA: Registered in Luxembourg with Trade and Company Register Luxembourg (RCS Luxembourg): registration number B217018  Hiscox SA (Irish branch): Registered in Republic of Ireland with Companies Registration Office: company number 908764
Regulator:	Hiscox SA is subject to the supervision of the Commissariat aux Assurances Local branch regulator: Central Bank of Ireland
Signatory:	Richard O'Dwyer Managing Director, Hiscox SA (Irish branch)
Contact number and email address for Customer Relations	Customer relations: <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a> +353 1 238 1810
Contact numbers and email addresses for Claims	Liability claims: <a href="mailto:liabilityclaims.ireland@hiscox.com">liabilityclaims.ireland@hiscox.com</a> +353 1 238 1811  Commercial property claims: <a href="mailto:commercialpropertyclaims.ireland@hiscox.com">commercialpropertyclaims.ireland@hiscox.com</a> +353 1 238 1812

## Professions and Specialty Commercial – Endorsement

Complaints:	<p>Customer Relations Hiscox SA (Irish branch) The Observatory 7-11 Sir John Rogerson's Quay Dublin 2 D02 VC42 REPUBLIC OF IRELAND</p> <p>or by telephone on +353 1 238 1810 or +353 1800 901 903 (free toll number), or by email at <a href="mailto:customerrelations.ireland@hiscox.com">customerrelations.ireland@hiscox.com</a>.</p>
Complaints (regulator):	<p>If you remain dissatisfied after the internal dispute resolution process, you may have the right to refer your complaint to the Financial Services and Pensions Ombudsman.</p> <p>The Financial Services and Pensions Ombudsman (FSPO) is an independent, impartial, fair and free service that helps resolves complaints with pensions providers and regulated financial services providers.</p> <p>Contact details: Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin DO2 VH29</p> <p>Phone: +353 1 567 7000 Email: <a href="mailto:info@fspo.ie">info@fspo.ie</a> Web: <a href="http://www.fspo.ie">www.fspo.ie</a></p> <p>If you have purchased your policy online you can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>.</p> <p>Alternatively, you can also contact:</p> <p>Commissariat aux Assurances 7, boulevard Joseph II L-1840 Luxembourg LUXEMBOURG e-mail: <a href="mailto:caa@caa.lu">caa@caa.lu</a></p> <p>Insurance Ombudsman ACA, 12, rue Erasme, L - 1468 Luxembourg LUXEMBOURG Phone: +352 44 21 44 1 Fax: +352 44-02-89 e-mail: <a href="mailto:mediateur@aca.lu">mediateur@aca.lu</a></p>
In addition, any references to Hiscox Underwriting Ltd in <b>your policy</b> are removed.	

## Legal protection (superior) Policy wording

DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under your **policy**. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm or tax consultancy** on behalf of **DAS**.

DAS head and registered office: DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, England.

Registered in England and Wales, number 103274.

Website: [www.das.co.uk](http://www.das.co.uk).

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol BS1 6FL, England.

Registered in England and Wales, number 5417859.

Website: [www.daslaw.co.uk](http://www.daslaw.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

To make sure that you get the most from your cover, please take time to read this section which explains the contract between you and **DAS**. Please take extra care in following the procedures under employment compensation awards cover (**insured incident 1 b.**)

It will help if you keep the following points in mind:

### How can DAS help

To make a claim under this section, please telephone **DAS** on 0117 934 2111. **DAS** will ask you about your legal dispute and, if necessary, will call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this section, **DAS** will provide you with a claim reference number. At this point, **DAS** will not be able to confirm that you are covered but will pass the information you have given **DAS** to the claims handling teams and explain what to do next.

### Send your claim to

If you would prefer to report your claim in writing, please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Claims outside the United Kingdom may be dealt with by other **DAS** offices elsewhere in Europe.

### When DAS cannot help

Please do not ask for help from a solicitor or accountant before **DAS** have agreed. If you do, **DAS** will not pay the costs involved.

### Cover

This section will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

**DAS** agree to provide the insurance in this section in accordance with the operative covers shown in the policy schedule as long as:

- a. the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**;
- b. any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, in the **territorial limit**; and
- c. **reasonable prospects** exist for the duration of the claim.

For all **insured incidents**, **DAS** will help in appealing or defending an appeal as long as the **insured person** tells **DAS** within the time limits allowed that they want **DAS** to appeal. Before **DAS** pay any **costs and expenses** for appeals, **DAS** must agree that it is always more likely than not that the appeal will be successful.

If an **appointed representative** is used, **DAS** will pay the **costs and expenses** incurred for this.

**DAS** will pay compensation awards that **DAS** have agreed to.

The most **DAS** will pay for all claims resulting from one or more event arising at the same

time or from the same originating cause is the limit stated in the schedule.

### Special definitions for this section

<b>Appointed representative</b>	The <b>preferred law firm or tax consultancy</b> or other law firm or other suitably qualified person, who has been appointed to act for an <b>insured person</b> in accordance with the terms of this section. The most <b>DAS</b> will pay in <b>costs and expenses</b> is no more than the amount we would have paid to a <b>preferred law firm or tax consultancy</b> . The amount we will pay a law firm or tax consultancy (where acting as an <b>appointed representative</b> ) is currently £100 per hour. This amount may vary from time to time.
<b>Costs and expenses</b>	<ol style="list-style-type: none"> <li>1. All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>DAS</b>.</li> <li>2. The costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>DAS'</b> agreement.</li> </ol>
<b>DAS</b>	DAS Legal Expenses Insurance Company Limited.
<b>Date of occurrence</b>	<ol style="list-style-type: none"> <li>1. For civil cases (other than under <b>insured incident – 4 tax protection</b>), the <b>date of occurrence</b> is the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the <b>date of occurrence</b> is the date of the first of these events. (This is the date the event happened, which may be before the date the <b>policyholder</b> or an <b>insured person</b> first became aware of it.)</li> <li>2. For criminal cases, the <b>date of occurrence</b> is when the <b>insured person</b> began or is alleged to have begun to break the law.</li> <li>3. For <b>insured incident - 4 tax protection</b>, the <b>date of occurrence</b> is when HM Revenue and Customs first notifies in writing the intention to make enquiries.  For VAT or <b>employer compliance disputes</b>, the date the dispute arises during the <b>period of insurance</b> following the issue of an assessment, written decision or notice of a civil penalty.</li> <li>4. For <b>insured incident 2 - legal defence</b>, 5 statutory notice appeals, the date when the <b>policyholder</b> is issued with the relevant notice and has the right to appeal.</li> </ol>
<b>Employer compliance dispute</b>	A dispute with HM Revenue & Customers concerning <b>insured person's</b> compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations.
<b>Insured person</b>	<b>The policyholder</b> and the <b>policyholder's</b> directors, partners, trustees, committee members, managers, employees and any other individuals declared to us by the <b>policyholder</b> .
<b>Legal nuisance</b>	Any unlawful interference with the <b>policy holder's</b> use or enjoyment of the <b>policy holder's</b> land, or some right over, or in connection with it.
<b>Preferred law firm or tax consultancy</b>	A law firm, barristers' chambers or tax expert <b>DAS</b> choose to provide legal or other or tax consultancy services. These specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>DAS</b> agreed service standard levels, which we audit regularly.
<b>Reasonable prospects</b>	<ol style="list-style-type: none"> <li>1. For civil cases, the prospects that the <b>insured person</b> will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that <b>DAS</b> have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. <b>DAS</b>, or a <b>preferred law firm or tax consultancy</b> on <b>DAS'</b> behalf, will assess whether there are reasonable prospects.</li> <li>2. For criminal cases there is no requirement for there to be prospects of a successful outcome, however for appeals the prospects must be at least 51%.</li> </ol>

<b>Tax enquiry</b>	<p>A written notice of enquiry, issued by HM Revenue &amp; Customs, to carry out an Income Tax or Corporation Tax compliance check which either:</p> <ol style="list-style-type: none"><li>1. includes a request to examine any aspect of the <b>insured person's</b> books and records; or</li><li>2. advises of a check of the <b>insured person's</b> whole tax return.</li></ol>
<b>Territorial limit</b>	<p><b>For insured incidents 2 - legal defence (excluding 2.5 and 2.7), and 3 b. bodily injury</b> The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p><b>For all other insured incidents</b> The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.</p>
<b>The policyholder</b>	The <b>insured person</b> named in the policy schedule.
<b>VAT dispute</b>	A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to your VAT affairs.

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## Insured incidents DAS will cover

### 1. Employment disputes and compensation awards

- a. Employment disputes
- Costs and expenses** to defend **the policyholder's** legal rights:
1. prior to the issue of legal proceedings in a court or tribunal:
    - a. following the dismissal of an employee; or
    - b. where an employee or ex-employee has contacted ACAS ('Advisory, Conciliation and Arbitration Service') to commence the Early Conciliation procedure;
  2. in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
  3. in legal proceedings in respect of any dispute with:
    - a. a contract of employment with **the policyholder**; or
    - b. an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

### What is not covered

Any claim in respect of damages for personal injury or loss of or damage to property.

b. Compensation awards

**DAS** will pay:

1. any basic and compensatory award; and/or
2. an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **DAS** have accepted under **insured incident 1.a**,

provided that:

1. in cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
  - a. followed the ACAS code of disciplinary and grievance procedures as prepared by the Advisory, Conciliation and Arbitration Service; or
  - b. followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
  - c. sought and followed advice from the **DAS** legal advice service.

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2. for an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from the **DAS** legal advice service since the date when **the policyholder** should have known about the employment dispute.
3. for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from the **DAS** Claims Department, before starting any redundancy process or procedures with **the policyholder's** employees.
4. the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **DAS**.
5. the total of the compensation awards payable by **DAS** shall not exceed £1,000,000 in any one **period of insurance**.

#### What is not covered

1. Any compensation award relating to the following:
  - a. trade union activities, trade union membership or non-membership;
  - b. pregnancy or maternity rights, paternity, parental or adoption rights;
  - c. health and safety related dismissals brought under section 44 of the Employment Rights Act 1996; or
  - d. statutory rights in relation to trustees of occupational pension schemes;
2. Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
3. Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
4. Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.
5. A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.

#### c. Service occupancy

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by **the policyholder** or for which **the policyholder** is responsible.

#### What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

#### 2. Legal defence

At **the policyholder's** request:

1. **costs and expenses** to defend the **insured person's** legal rights:
  - a. prior to the issue of legal proceedings when dealing with the:
    - i. police; or
    - ii. Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer,

where it is alleged that the **insured person** has or may have committed a criminal offence; or
  - b. following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction,

provided that in so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the act applies.

Please note **DAS** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the business shown in the schedule.

2. **costs and expenses:**

- a. to defend the **insured person's** legal rights if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **DAS** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998 provided **the policyholder** was registered with the Information Commissioner at the time of the incident.
- b. to represent the **insured person** in an appeal against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

Please note **DAS** will not cover the costs of fines imposed by the Information Commissioner.

3. **costs and expenses** to defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

4. **costs and expenses** to defend the **insured person's** (other than **the policyholder**) legal rights if:

- a. an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination; or
- b. civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.

5. **costs and expenses** to represent the **insured person** in appealing against the imposition or terms of any statutory notice issued under legislation affecting **the policyholder's** business.

6. **attendance expenses** of an **insured person** for jury service or attend any court or tribunal at the request of the **appointed representative**. The maximum **DAS** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **the policyholder**, the court or tribunal, have paid them.

7. **costs and expenses** to defend the **insured person's** legal rights if an event results in a disciplinary case brought against the **insured person** by a relevant authority or professional body.

**What is not covered**

Any claim which leads to the **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. Property protection and bodily injury**

a. Property protection

**Costs and expenses** in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

1. any event which causes physical damage to such material property; or
2. a **legal nuisance**; or
3. trespass.

Please note that **the policyholder** must have established the legal ownership or right to the land that is subject of the dispute.

**What is not covered**

Any claim relating to the following:

1. a contract entered into by **the policyholder**;
2. goods in transit or goods lent or hired out;
3. goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;



4. mining subsidence;
5. defending **the policyholder's** legal rights other than in defending a counter-claim;
6. a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles; or
7. the enforcement of a covenant by or against the **insured person**.

b. Bodily injury

At **the policyholder's** request, **DAS** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

### What is not covered

Any claim relating to the following:

1. any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
2. defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
3. a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members; or
4. clinical negligence.

## 4. Tax protection

**Costs and expenses** for an **appointed representative** in respect of any:

1. **tax enquiry**;
2. **employer compliance dispute**; or
3. **VAT dispute**,

provided that:

1. for all insured incidents, **the insured person** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed; and
2. **DAS** will only cover tax claims which arise in direct connection with the activities of the business shown in the schedule.

### What is not covered

1. Any claim relating to import or excise duties and import VAT.
2. Any claim arising from a tax avoidance scheme.
3. Any claim caused by the failure of **the insured person** to register for value added or pay as you earn tax.
4. Any claim arising from any investigation or enquiries undertaken with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
5. Any claim arising from any investigation or enquiry by HM Revenue and Customs into alleged dishonesty or alleged criminal offences.

## 5. Contract disputes

**Costs and expenses** in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services,

provided that:

1. the amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** including VAT, in each and every claim. If **the policyholder** is using a **preferred law firm or tax**



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**consultancy**, they will be asked to pay this within 21 days of the claim having been assessed as having **reasonable prospects**. If **the policyholder** is using your own law firm, this will be within 21 days of their appointment (following confirmation the claim has **reasonable prospects**). If **the policyholder** does not pay this amount the cover for the claim could be withdrawn.

2. if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £250 including VAT.
3. if the dispute relates to money owed to **the policyholder**, a claim under this section is made within 90 days of the money becoming due and payable.

#### What is not covered

1. Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the **date of occurrence** is within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not a dispute over the amount of a claim);
  - b. 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;
  - c. a loan, mortgage, pension or any other financial product and chose in action; or
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
4. A dispute which arises out of the:
  - a. sale or provision of computer hardware, software, systems or services; or
  - b. the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification,
 other than agreements relating to the sale, provision, purchase or hire of computer hardware, software, systems or services where **the policyholder** is engaged in the business of selling, providing, purchasing or hiring computer hardware, software, systems or services.
5. A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
6. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

#### 6. Tenancy disputes

**Costs and expenses** in any legal proceedings for civil action relating to a tenancy dispute between **the policyholder** and **the policyholder's** landlord arising from premises leased or rented to **the policyholder**.

#### What is not covered

Any dispute arising from or relating to rent, service charges or renewal of the tenancy agreement.

#### 7. Statutory licence protection

**Costs and expenses** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in the relevant licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling the **policyholder's** licence or statutory registration or British Standard Certificate of Registration.

#### What is not covered

1. An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.

2. Any licence appeal relating to the ownership, driving or use of a motor vehicle.

#### 8. Debt recovery

**Costs and expenses** including enforcement of judgment to recover money and interest due from the sale or provision of goods or services,

provided that:

1. the debt exceeds £250.
2. a claim for debt recovery under this section is made within 90 days of the money becoming due and payable.
3. **DAS** have the right to select the method of enforcement, or to forego enforcing judgment, if **DAS** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

#### What is not covered

1. Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section if the debt is due within the first 90 days of the indemnity provided by this section.
2. Any claim relating to the following:
  - a. the settlement payable under an insurance policy (we will cover a dispute if an insurer refuses **the policyholder's** claim but not for a dispute over the amount of a claim);
  - b. a lease, licence or tenancy of land or buildings;
  - c. a loan, mortgage, pension or any other financial product and chose in action;
  - d. a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
3. A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services, other than agreements relating to the supply, hire, sale or provision of computer hardware, software, systems or services where **the policyholder** is engaged in the business of supplying, hiring, selling or providing computer hardware, software, systems or services.
4. The recovery of money and interest due from another party where the other party intimates that a defence exists.
5. Any dispute which arises from debts **the policyholder** has purchased from a third party.

#### What is not covered by this section

1. Any claim reported to **DAS** more than 180 days after the date the **insured person** should have known about the insured incident.
2. **Costs and expenses** incurred before the written acceptance of a claim by **DAS**.
3. Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1 b. compensation awards** and **2 legal defence**.
4. Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
5. Any claim relating to rights under a franchise or agency agreement entered into by **the policyholder**.
6. Any insured incident deliberately or intentionally caused by an **insured person**.
7. A dispute with **DAS** or Hiscox not otherwise dealt with under condition 7.
8. Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade

- other than the directors or partners of **the policyholder**.
9. Judicial review, coroner's inquest or fatal accident inquiry.
  10. Legal action an **insured person** takes which **DAS** or the **appointed representative** has not agreed to or where the **insured person** does anything that hinders **DAS** or the **appointed representative**.
  11. When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
  12. Any claim where an **insured person** is not represented by a law firm, barrister or tax expert.
  13. Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
  14. Any claim caused by, or contributed to by, or arising from:
    - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
    - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
    - c. war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000; or
    - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

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### Conditions which apply to the whole section

1. **DAS** will not make any payment unless the **insured person** or **policyholder**:
  - a. notifies **DAS** immediately of any alteration which may materially affect their assessment of the risk;
  - b. gives **DAS** full details of any claim as soon as possible and gives **DAS** any information they need;
  - c. co-operate fully with **DAS** and with the **appointed representative** and must keep **DAS** up-to-date with the progress of the claim; and
  - d. keep to the terms and conditions of this section.
2. The **insured person** or **policyholder** must:
  - a. take reasonable steps to keep any amount **DAS** have to pay as low as possible;
  - b. try to prevent anything happening that may cause a claim; and
  - c. send everything **DAS** ask for, in writing.
3. If the **insured person** or **policyholder**, or anyone on their behalf, tries to deceive **DAS** by deliberately giving **DAS** false information or making a fraudulent claim under this section then:
  - a. **DAS** shall be entitled to give notice to terminate this section of the policy with effect from the date of any fraudulent act or claim or the provision of such false information;
  - b. **DAS** shall be entitled to refuse to make any payment under this section of the policy in respect of any claim made or any loss occurring after the date of any fraudulent act or claim or the provision of such false information;
  - c. the **insured person** or **policyholder** must reimburse all payments already made by **DAS** relating to claims made or losses occurring after the date of any

fraudulent act or claim or the provision of such false information; and

- d. **DAS** shall be entitled to retain all premiums paid in respect of this section of the policy.

In the event of such circumstance arising, as part of its fraud prevention measures, **DAS** will at its discretion also share information with other parties such as the police, government bodies and anti-fraud organisations.

Where a fraudulent or exaggerated claim, or a false declaration in respect of a claim, has been made by an **insured person**, **DAS** will not void this section of the **policy** in respect of any innocent **insured person**.

4. a. **DAS** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.
- DAS** can negotiate any claim on behalf of an **insured person**.
- b. **DAS** shall choose the **appointed representative** to represent an **insured person** in any proceedings where **DAS** are liable to pay a compensation award. In any other case the **insured person** is free to choose an **appointed representative** (by sending **DAS** a suitably qualified person's name and address) if:
- i. **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
- ii. there is a conflict of interest.
- c. Before an **insured person** chooses a lawyer or an accountant, **DAS** can appoint an **appointed representative**.
- d. An **appointed representative** will be appointed by **DAS** and represent an **insured person** according to **DAS**' standard terms of appointment, which may include a 'no win, no fee' agreement. The **appointed representative** must co-operate fully with **DAS** at all times.
- e. **DAS** will have direct contact with the **appointed representative**.
- f. An **insured person** must give the **appointed representative** any instructions that **DAS** require.
5. a. An **insured person** must tell **DAS** if anyone offers to settle a claim and must not agree to any settlement without the written consent of **DAS**.
- b. If an **insured person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **costs and expenses**;
- c. **DAS** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.
6. a. If **DAS** ask, an **insured person** must tell the **appointed representative** to have **costs and expenses** taxed, assessed or audited.
- b. An **insured person** must take every step to recover **costs and expenses** that **DAS** have to pay and must pay **DAS** any **costs and expenses** that are recovered.
7. If an **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses an **appointed representative** without good reason, the cover **DAS** provides will end at once, unless **DAS** agree to appoint another **appointed representative**.
8. If an **insured person** settles a claim or withdraws their claim without **DAS**' agreement, or does not give suitable instructions to an **appointed representative**, the cover **DAS** provides will end at once and **DAS** will be entitled to reclaim any **costs and expenses** paid by **DAS**.
9. If there is a disagreement about the way **DAS** handle a claim that is not resolved through **DAS**' internal complaints procedure, **DAS** and the **insured person** can choose a suitably qualified person to arbitrate. **DAS** and the **insured person** must

both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a national association relevant to the arbitration to choose another suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

10. **DAS** may, at their discretion, require **the policyholder** to obtain an opinion from counsel, at **the policyholder's** expense, as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **DAS**.
11. This section will be governed by English law.
12. All acts of Parliament within this policy section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.
13. If the **insured person** or the **policyholder** does not comply with any condition of the policy, unless a more specific remedy is specified, **DAS** may reduce any payment they make under this section by an amount equal to the detriment **DAS** have suffered as a result.

### Helpline services

**DAS** provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **DAS** check and improve their service standards, **DAS** may record calls.

Eurolaw commercial legal advice

**DAS** will give **the policyholder** confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Tax advice

**DAS** will give **the policyholder** confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

Business assistance

In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **DAS** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

To contact the above services, phone us on 0117 934 2111 quoting your policy number.

Counselling

**DAS** will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121.

These calls are not recorded. **DAS** will not accept responsibility if the helpline services fail for reasons **DAS** cannot control. Please do not phone **DAS** to report a general insurance claim.

The employment manual

The **DAS** employment manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the **DAS** website at [www.das.co.uk](http://www.das.co.uk). From the home page click on the employment manual icon. All the sections of this web-based document can be printed off for **the policyholder's** own use. Contact **DAS** at [marketing@das.co.uk](mailto:marketing@das.co.uk) with **the policyholder's** email address, quoting **the policyholder's** policy number and **DAS** will contact them by email to inform them of future updates to the information.

DASbusinesslaw

At [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) you will find a free, online reference full of the sorts of letters, articles and forms that will help you run your business successfully. **DASbusinesslaw** users can also access interactive document builders, to help make composing commercial documents as easy as possible.

From new legislation and employment issues to property law and taxation, you will find the content provided by **DASbusinesslaw** is updated regularly by legal experts to help you

keep your business one step ahead.

To access DASbusinesslaw, please go to [www.dasbusinesslaw.co.uk](http://www.dasbusinesslaw.co.uk) and register your details. When asked for your policy number, please insert your Hiscox policy number and the password is **DAS472301**.

## How DAS will use the insured person's information

**DAS** may need to send **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. If the **insured person's** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give the **insured person's** legal advice on non-European Union law.

**DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations. For example, **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS** website.

## Data Protection

To provide and administer the legal advice service and legal expenses insurance **DAS** must process the **insured person's** personal data (including sensitive personal data) that **DAS** collect from the **insured person** in accordance with **DAS** Privacy Policy.

To do so, **DAS** may need to send the **insured person's** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give the **insured person** legal advice, **DAS** may have to send information outside the European Economic Area.

In doing this, **DAS** will comply with the Data Protection Act 1998. **DAS** will not disclose the **insured person's** personal data to any other person or organisation unless **DAS** are required to by the **DAS** legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime **DAS** may use and share the **insured person's** data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information **DAS** hold about the **insured person**, please write to the Group Data Protection Controller at the **DAS** Head Office address which is;

### **DAS Head and Registered Office:**

**DAS Legal Expenses Insurance Company Limited | DAS House | Quay Side | Temple Back | Bristol | BS1 6NH**

## How to make a complaint

**DAS** always aim to give you a high quality service. If you think **DAS** have let you down, please write to **DAS** Customer Relations Department at **DAS** Head Office address.

You can phone **DAS** on **0344 893 9013** or email **DAS** at [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk). Details of **DAS** internal complaint-handling procedures are available on request.

If you are still not satisfied and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at: **Exchange Tower | London | E14 9SR**.

You can also contact them on: **0800 023 4567** (free from mobile phones and landlines), **0300 123 9123** or email them at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk). Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: **PO Box 6806 | Wolverhampton | WV1 9WJ**.

You can also contact them by telephone on **0300 555 0333** or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using this service does not affect your right to take legal action.



**Legal protection (superior)**  
Policy wording