

## Catering Legal Expenses

### **IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY**

\* All potential claims must initially be reported to our Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 – 17.30 Monday to Friday excluding Bank Holidays for the Tax Helpline.

### **Legal Helpline Service - 0870 900 2168**

This Helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

### **Tax Helpline Service – 01455 852034**

This Helpline service is only in respect of taxation issues and cannot assist with any other insurance matter.

\* This is a policy where you must notify us during the period of insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that we decline to pay a claim for your Professional Fees.

\* If you can convince us that there are sensible prospects of being successful in your claim and that it is reasonable for Professional Fees to be paid we will

- take over the claim on your behalf
- appoint a specialist of our choice to act on your behalf.

\* We may limit the professional fees that we will pay under the policy where:

1. we consider it is unlikely a reasonable settlement of your claim will be obtained, or
2. the potential settlement amount of your claim is disproportionate compared with the time and expense incurred in pursuing or defending your claim.

Where it may cost us more to handle a claim than the amount in dispute we may at our option pay to you the amount in dispute which will then constitute the end of the claim under this policy.

\* If Legal Proceedings have been agreed by us you may at this stage decide to nominate and use your own solicitor or indeed, you may wish to continue to use our own specialists. If you decide to nominate your own professional we must agree this in advance and you will be responsible for any Professional Fees in excess of those which our own specialists would normally charge us (Details are available upon request).

\* At conclusion of your claim if you are awarded any costs (not your damages), these must be paid to us.

**Please note that if you should engage the services of a professional prior to making contact with this Helpline any costs that you incur are not covered by this Insurance.**

If upon receipt of this policy you are unhappy with any of the requirements as stated above please advise your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

## **IMPORTANT NOTICE**

All potential claims must initially be reported to the Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 – 17.30 Monday to Friday excluding Bank Holidays for the Tax Helpline.

The Legal claims telephone number is **0870 900 2168**.

The Tax claims telephone number is **01455 852034**.

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline a claim for indemnity arising from such circumstances.

## **DEFINITIONS**

### **Insurer**

UK Underwriting Limited on behalf of:-

AXA Insurance UK plc, Registered in England No.78950.  
Registered Office: 5 Old Broad Street, London, EC2N 1AD

Legal Insurance Management Ltd, UK Underwriting Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register)

### **We, Us, Our**

The Insurers and/or Legal Insurance Management Limited, the Coverholder.

### **Policyholder, You, Your**

The person or Company who has paid the premium and is named in the Schedule as the Policyholder.

### **Insured Person**

The Policyholder and the directors, partners, managers and all other employees of Your business.

### **Agent**

The Agent appointed by the Coverholder to transact this Insurance with You.

### **Authorised Representative**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this Policy to represent Your or an Insured Person's interests.

### **Territorial Limits**

The countries specified in the Schedule.

### **Limit of Indemnity**

The sums specified in the Schedule being the maximum We will pay including incidents related by time or cause.

### **Period of Insurance**

The Period of Insurance shown in the Schedule.

### **Excess**

The first amount of each and every claim as detailed on the Schedule.

**Professional Fees**

Legal and accountants' fees including disbursements reasonably and properly incurred by the Authorised Representative, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event.

Professional Fees will include VAT where it cannot be recovered.

**Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Representative of Our choice.

**Legal Proceedings**

When formal legal proceedings are issued against an opponent in a Court of Law.

**Event**

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

**Schedule**

The document which shows details of You and this Insurance and is attached to and forms part of this policy.

**Time of Occurrence**

Civil Cases - when the Event occurred or commenced whichever is the earlier.

Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

**Business**

The business detailed in the Schedule.

**Comprehensive Enquiry**

A comprehensive Enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the Inspector of Taxes of all books and records underlying the entries made on the return.

**Aspect Enquiry**

An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries, to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

**In-Depth Investigations**

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

**VAT Dispute**

A challenge in writing by HM Customs & Excise of the accuracy or completeness of returns submitted.

**PAYE Dispute**

A challenge in writing by the Inland Revenue of the accuracy or completeness of returns submitted in accordance with Pay As You Earn regulations.

**NIC Dispute**

A challenge in writing by the Contributions Agency of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

## **COVER**

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will indemnify You and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits in connection with the Business where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

## **INSURED EVENTS**

### **Employment Disputes**

Your defence in a dispute with an:-

1. employee or ex-employee arising from or relating to a contract of employment with You
2. employee, ex-employee or prospective employee under the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Act 1995

excluding:-

- i) any dispute where the Time of Occurrence arises within the first 90 days of the first Period of Insurance.
- ii) any dispute with an employee who was subject to
  - a) formal or informal written or verbal warnings within 180 days immediately before the first Period of Insurance.
  - b) redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first Period of Insurance.
- iii) any defence of an action for damages in respect of personal injury including stress related matters or loss of or damage to property.
- iv) Your failure to consult or follow the advice/instructions of the Claims Helpline Service.

### **Employment Awards**

We will also pay, subject to the Limit of Indemnity, the compensation or damages payable by You to an employee arising from the judgement of a court or tribunal or from a settlement agreed by Us (but not from a judgement by default) in any dispute accepted by Us as covered by Insured Events - Employment Disputes.

Excluding any claim for indemnity where:

- i. The dismissal in question was not carried out in accordance with the guide laid down in the current edition of The Code of Practice as prepared by the Advisory Conciliation and Arbitration Service (ACAS).
- ii. The Policyholder has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- iii. The award is in respect of a redundancy.
- iv. The award is in respect of a breach by the Policyholder of a fixed term contract.
- v. The dismissal is of the type described in the Employment Rights Act 1996 Sections 96(1), 99 or 117(6) or any amending legislation.
- vi. The award is payable under the Employment Rights Act 1996 Sections 93 (1-2) or 117 (3-5) or any amending legislation.

### **Restrictive Employee Covenant**

Any civil action against an employee or ex employee where such person is in breach or is about to be in breach of a restrictive covenant in such person's contract of employment which restricts the employee or ex employee from competing with You or enticing other employees to leave Your employment or approaching or enticing Your customers either during or after the termination of the Contract of Employment by either party.

### **Legal Defence – Insured Person**

- 1) The defence of
  - a) an Insured Person against prosecution in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission
  - 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
    - i) 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
    - ii) as a trustee of a pension fund set up for the benefit of Your employees
- 2) 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 Act 1974, the Food Safety Act 1990 and the Consumer Protection Act 1987

Provided that where proceedings under the Health & Safety at Work Act 1974 are concerned, the Territorial Limits will be any place where the Act applies

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.

### **Tax, VAT, PAYE and NIC Investigations**

The cover is limited to Professional Fees incurred by You in respect of:-

1. Comprehensive Enquiries or
2. In-Depth Investigations arising out of Your tax affairs:
3. VAT Disputes
4. PAYE Disputes
5. NIC Disputes

Excluding any claims for Indemnity in respect of or arising out of:-

- i. Aspect Enquiries less than £100 or in excess of £1000.
- ii. Professional Fees in any claim involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigations Unit or any other special office of the Inland Revenue.
- iii. Claims which originate from any enquiry, investigation or dispute which existed before the Period of Insurance.
- iv. Disputes where sensible prospects of success do not exist.
- v. The costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
- vi. Costs of appeals which We have not approved.
- vii. Any claim which occurs during the first 60 days of the first Period of Insurance.
- viii. Fees and Disbursements payable to an Accountant, firm of Accountants or person not approved by Us.
- ix. Technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of Your affairs.
- x. Pre notification costs.

### **Property Protection**

1. Any civil action relating to material property, owned by You or for which You are responsible, arising out of an alleged or actual negligent act or omission or 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 You.

Excluding:-

- i. a contract made between You and a third party;
  - ii. goods in transit or goods lent or hired to third parties;
  - iii. goods at premises other than those occupied by You unless they are at such premises for the purpose of installation or use in work to be carried out by You; or
  - iv. mining subsidence.
2. Any civil action between You and Your landlord under the terms of a lease or tenancy agreement applying to Your business premises.

Excluding:-

- i. disputes relating to rent and service charges and any relevant taxes, or
- ii. an Insured Event arising in the first 90 days of the first Period of Insurance.

### **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) issued under statute or statutory instrument or by the Government or Local Authority to You where such licence is necessary to engage in Your business or trade.

excluding any claim relating to:-

- i) an original application or application for renewal.
- ii) any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first Period of Insurance.

### **Bodily Injury**

Death of or bodily injury to an Insured Person caused by negligence

excluding any Claim relating to:-

- i) any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident.
- ii) the defence of an Insured Person other than the defence of a counter-claim or an appeal against judgement.
- iii. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
- iv. any claim arising from a stress related condition.

### **EXCLUSIONS**

This Insurance does not cover:-

- i) Professional Fees incurred:-
  - a) in respect of any Event where the Time of Occurrence commenced prior to the commencement of the Insurance
  - b) before Our written acceptance of a claim.
  - c) before Our approval or beyond those for which We have given Our approval.
  - d) where You fail to give proper instructions in due time to Us or to the Authorised Representative.
  - e) where You are responsible for anything which in Our opinion prejudices Your case.
  - f) if You withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative or withdraw from the legal proceedings or the Authorised Representative refuses to continue to act for You.
  - g) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.
  - h) in respect of the amount in excess of Our Standard Professional fees where You have elected to use an Authorised Representative of Your own choice.

- ii) The pursuit continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- iii) Claims which are conducted by You in a manner different from the advice or proper instructions of the Authorised Representatives.
- iv) Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have a reasonable chance of success.
- v) Any Professional Fees and expenses that can be recovered under any other insurance except beyond the amount which would be payable under such insurance had this Policy not been effected.
- vi) Damages, fines or other penalties You are ordered to pay by a Court tribunal or arbitrator other than as insured under Insured Events - Employment Awards.
- vii) Claims arising from an Insured Event arising from Your deliberate act, omission or misrepresentation.
- viii) Claims arising from:-
  - a) Ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) Any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
  - c) War or any like or any associated risk.
  - d) Seepage pollution or contamination of any kind.
  - e) pressure waves caused by aircraft or other aerial devices.
- ix) Any dispute relating to written or verbal remarks which damage Your reputation.
- x) Any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour.
- xi) Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
- xii) Legal proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
- xiii) A dispute which relates to any compensation or amount payable under a contract of insurance.
- xiv) A dispute with Us not dealt with under the Arbitration Condition.
- xv) Any dispute relating to patents copyrights trade or service marks registered designs passing off intellectual property trade secrets or confidential information.
- xvi) An application for judicial review.
- xvii) Claims which do not arise in connection with or from the conduct of the Business.

## **CONDITIONS**

### **Alteration of Risk**

You shall notify Us immediately of any alteration in risk which materially affects this Insurance.

### **Observance**

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this Insurance.

### **Claims**

You must tell Us in writing within 30 days about any matter which could result in a claim being made under this Policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have Paid the Excess.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient; or
2. It would be better for You to take a different course of action; or
3. We cannot agree to the claim;

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim: -

1. if We consider it is unlikely a reasonable settlement will be obtained or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Representative nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If legal proceedings have been agreed by Us, You may nominate Your own Authorised Representative whose name and address You must submit to Us.

In selecting Your Authorised Representatives You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions of this policy.

Where You have elected to use Your own nominated Authorised Representative You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Representative any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Representative which may be required for this purpose. You or Your Authorised Representative shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement.
3. We will not be bound by any promise or undertaking given by You to the Authorised Representative or by either of you to any witness, expert or agent or other Person without Our agreement.

### **Recovery of Costs**

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

**Arbitration**

If there is a dispute between You and Us, which is not solved by the Policy, either side may refer it to the arbitration of an independent arbitrator who will be either a solicitor or barrister, to be agreed by the two sides. If no agreement can be reached the Law Society shall name an arbitrator. The arbitrator's decision will be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

**Fraud**

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if You make a claim which is in any respect false or fraudulent.

**Reasonable Care**

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

**Cancellation**

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please return it to Your Agent within 14 fourteen days of issue we will refund your premium.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance. A charge may be imposed based upon the usage of any helpline during this period.

**Adjustment of Provisional Premium**

If the premium has been calculated on estimates You shall supply to Us within one month of the expiry of each Period of Insurance an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to You subject to Us retaining any minimum premium specified in the policy.

Should You fail to supply such a statement in the time-scales required We shall be entitled to charge an additional premium in respect of that Period of Insurance.

**Acts of Parliament**

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

**Data Protection**

The data supplied by You will only be used for the purposes of processing Your policy of Insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned hereon.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd,  
58 Hagley Road, Stourbridge, West Midlands, DY8 1QD.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively or to protect Your interests, We may disclose data You have supplied to other third parties such as solicitors, loss adjusters, motor garages, engineers, repairers, replacement companies, other insurers etc.

**Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

**Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

**Legal and Tax Helpline**

The Claims Helpline provides advice on any problem affecting the Policyholder.

All potential claims must be reported initially to the Claims Helpline for advice and support.

We will not accept responsibility if the Helpline services fail for reasons beyond Our control.

**IMPORTANT**

**You must consult the Legal Claims Helpline Service immediately You are aware of an Employment dispute or potential dispute or when any action that you may take could lead to a dispute. If you are in any doubt contact should be made with the Helpline – 0870 900 2168 - for advice and guidance prior to taking any action.**

**Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

**Complaints Procedure**

In the event of a complaint arising under this Insurance, you should in the first instance write to the Agent who arranged this Insurance and if the matter still remains unresolved thereafter You should write to: -

The Managing Director  
Legal Insurance Management Ltd  
18 Hagley Road  
Stourbridge  
West Midlands  
DY8 1PS

Please ensure your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event you remain dissatisfied and wish to make a complaint, you can do so by contacting the following:

Head of Claims  
UK Underwriting Ltd  
2 Gibraltar House  
Bowcliffe Road  
Leeds  
LS10 1RJ

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service.

This applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at: -

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

Tel: 0845 080 1800

This does not affect your statutory rights.

### **Compensation Scheme**

AXA Insurance UK plc are 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 on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

The FSCS can be contacted at 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN, or by telephone or fax (Tel: 020 7892 7300 or Fax: 020 7892 7301), or by e-mail ([enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)).