

# Commercial Legal Expenses Insurance

## Insurance Product Information Document

Company: Financial & Legal Insurance Company Limited

Product: Commercial Legal Expenses

Financial & Legal Insurance Company Limited. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under firm reference number 202915. Registered in England & Wales under Company No. 03034220

This document provides a summary of key information and benefits relating to this insurance policy. Complete pre-contractual and contractual information on the product, is provided in the full policy documentation.

### What is this type of Insurance?

This policy will cover the policyholder protection for costs of defence in legal and tax matters for the list of insured incidents detailed in the What is Insured section below.



#### What is Insured?

- ✓ **24/7 Free Legal Advice.**
- ✓ **Employment Disputes:** Cover for the costs and expenses to defend your legal rights arising from or relating to a breach of an employee's contract of service.
- ✓ **Financial Compensation Awards:** Cover for any basic and compensatory award in respect of an employment dispute claim we have accepted.
- ✓ **Service Occupancy:** Cover for professional fees to recover possession of premises owned by you, or for which you are responsible for from an employee or ex-employee.
- ✓ **Legal Defence:** Cover for professional fees against a strict liability criminal prosecution brought against you as an employer.
- ✓ **Property Protection:** Legal cover to pursue a civil claim relating to material property owned by you including nuisance or trespass.
- ✓ **Bodily Injury:** Cover for legal assistance to recover compensation should you suffer an accident that results in personal injury or death.
- ✓ **Tax Protection:** Cover for legal proceedings in respect of a tax enquiry by the HM revenue and Customs.
- ✓ **Contract Disputes:** Legal assistance or legal advice for contract disputes including buying, selling or hiring of goods or services.
- ✓ **Debt Recovery:** Legal assistance or legal advice for recovery of debt owed to you.



#### What is not Insured?

- ✗ **Employment Disputes:**
  - Any dispute where the cause of action arises within the first 90 days of the first period of insurance.
  - Any dispute with an employee who was subject to an oral warning within 180 days of the inception date of the policy.
  - Any claim that could give rise to a legal dispute with an employee with you where you have not obtained and followed the advice given by our Claims Department.
- ✗ **Service Occupancy:**
  - Any claim relating to defending your legal rights other than defending a counter-claim.
- ✗ **Legal Defence:**
  - Any claim which relates to you being investigated or prosecuted for an infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.
  - Any claim which relates to alleged breach(s) to housing or houses of multiple occupancy acts or requirements.
- ✗ **Contract Disputes:**
  - If the dispute relates to money owed to you, a claim must be made within 90 days of the money becoming due and payable.
  - Any claim or dispute arising from an agreement entered into prior to the inception date of this policy, if the date of the agreement is within the first 90 days.
- ✗ **Debt Recovery:**
  - Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by this section of cover, if the debt is due within the first 90 days of the indemnity provided by this section.



## Are there any restrictions on cover?

- ! **Prospects of success:** A claims must have more than 51% chance of being successful in recovering your loss.
- ! **Professional Fees:** The first £200 of professional fees.
- ! **Maximum Amount Payable:** The maximum amount payable in respect of any one claims is £50,000. The maximum amount payable for the period of insurance is £500,000.
- ! **Legal Defence:** Attendance expenses for jury service, £100 per day and a maximum of £1,000 in any one claim.
- ! **Contract Disputes:**
  - The amount in dispute must exceed £500. If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim must exceed £500.
  - The professional fees incurred in the pursuit of any proceedings will be limited to 75% of the amount in dispute.
- ! **Debt Recovery:** The debt must exceed £250 and the claim must be made within 90 days of the money becoming due and payable.
- ! Where we agree for someone other than our nominated authorised representative to act for you, we will not pay any sums in excess of what we would have paid to an authorised representative. The amount is set at an hourly rate of £125 + VAT.



## Where am I covered?



You are covered in the United Kingdom, the Isle of Man or the Channel Islands.



## What are my obligations?

- You must provide full and accurate information to all questions asked
- Your answers must be true to the best of your knowledge and belief.
- Your answers will form part of the statement of facts on which your policy will be based.
- If you become aware that information you have given us is accurate or has changed, you must inform us as soon as possible.
- Failure to do this may invalidate your policy and claims may not be paid.



## When and how do I pay?

Your premium will be payable to the broker or agent that you chose to purchase this policy from. Full details of the premium paid will be detailed on your policy schedule.



## When does the cover start and end?

Your cover start date and end date will be detailed on your policy schedule.



## How do I cancel the contract?

- If you decide that for any reason this policy does not meet your insurance needs, then please return it within 14 days from the date of purchase or the day on which you receive your policy documentation, whichever is the later, provided that no claims have been made or are pending, the premium will be paid in full.
- If you wish to cancel after the 14 day cooling off period, please contact the organisation from whom you bought your policy, you will be entitled to a pro-rata return of premium.