



Freelance **Insure**

# Legal Expenses Policy



Specially Provided By



Underwritten By



DAS Legal Expenses Insurance Company Limited. Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH England. Registered in England and Wales, number 103274.

## COMMERCIAL LEGAL PROTECTION

### WELCOME TO COMMERCIAL LEGAL PROTECTION

Thank you for insuring with DAS. As a DAS Commercial Legal Protection policyholder, your business is now protected by Europe's leading legal expenses insurer.

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us. *Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1(b)).*

If you have any questions or would like more information, please contact Counce O'Hara & Co Ltd.

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

**Send your claim to:**

Counce O'Hara & Co Ltd, 4<sup>th</sup> Floor, City Wharf, New Bailey Street, M3 5ER.

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

We normally deal with claims through our Legal Claims Centre but sometimes we use appointed lawyers.

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

**How we can help**

You can phone us any time on 0117 934 2111 for advice on any commercial legal or tax problem affecting your business. If you require a claim form you can phone us on 0117 934 2000.

**When we cannot help**

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

**Problems**

We will always try to give you a quality service. If you think we have let you down, please write to our Managing Director at Head Office and he will try to help.

If you are still not happy, you can contact the Association of British Insurers at 51 Gresham Street, London EC2V 7HQ. Telephone 0207 600 3333.

If you use this service, it does not affect your right to take legal action.

## THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY

This policy shall be considered as one document.

Any information supplied by the **policyholder** shall be incorporated in the contract.

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

**We** agree to provide the insurance in this policy as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

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

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

**We** will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000.

## THE MEANING OF WORDS IN THIS POLICY

### 1 We, us, our

DAS Legal Expenses Insurance Company Limited.

### 2 The policyholder

As shown in the certificate.

### 3 Insured person

The **policyholder** and the **policyholder's** directors, partners, managers and employees.

### 4 Appointed representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

### 5 Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

### 6 Full enquiry

An extensive examination by the HM Revenue & Customs which considers all aspects of the **policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

### 7 Aspect enquiry

An examination by the HM Revenue & Customs which considers one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

### 8 Date of occurrence

- (1) For civil cases (other than under **insured incident - 5 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.
- (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
- (3) For licence or registration appeals, the **date of occurrence** is when the **policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **policyholder's** licence or British Standard Certificate of Registration.
- (4) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when the HM Revenue & Customs first notifies in writing the intention to make enquiries.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **policyholder**.

### 9 Costs and expenses

#### - Legal costs

All reasonable and necessary costs chargeable by the **appointed representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

#### - Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **appointed representative**.

#### - Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **appointed representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount we will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

## 10 Territorial limit

### **For insured incidents 2 Legal Defence (excluding 2(4)), and 4(b) Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland and Turkey (west of the Bosphorus).

### **For all other insured incidents**

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

## INSURED INCIDENTS WE WILL COVER

### 1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

#### (a) Employment Disputes

We will defend the **policyholder's** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (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) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, 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

- (1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by the policy.
- (4) Any claim in respect of damages for personal injury or loss of or damage to property.
- (5) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 1981 as amended by the Collective Redundancies and Transfer of Undertaking Regulations (Protection of Employment) (Amendment) Regulations 1999, or the Acquired Rights Directive 2001 and any amending legislation.

#### (b) Compensation Awards

We 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 we 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 Practice and Procedures in Employment 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 **our** legal advice service.*
- (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 **our** 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 **our** Claims Department prior to serving notice of redundancy.*
- (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 **us**.*
- (5) *The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.*

## What is not covered

- (1) Any compensation award relating to the following:
  - trade union activities, trade union membership or non-membership;
  - pregnancy or maternity rights;
  - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
  - statutory rights in relation to trustees of occupational pension schemes;
  - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 1998.
- (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.

## (c) Service Occupancy

We will negotiate for the **policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, 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) We will defend the **insured person's** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Police
    - 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; or
  - (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. We will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- (2) We will 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**.
- (3) We will 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 on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; 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.
- (4) We will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
- (5) We will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
- (6) We will pay the **attendance expenses** of an **insured person** for jury service.

## **Provided that**

- (1) *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.*
- (2) *At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident (1)(c)**.*

### 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 STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **the policyholder's** licence 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.

## 4 PROPERTY PROTECTION AND BODILY INJURY

### (a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.

### 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.

### (b) Bodily Injury

At **the policyholder's** request, we will negotiate 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; or
- (2) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

## 5 TAX PROTECTION

### (a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a **full enquiry** and/or **aspect enquiry**.

### (b) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(c) **VAT Disputes**

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

**Provided that**

- (1) For all **insured incidents**, **the policyholder** 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.
- (2) We will not pay more than £2000 for **aspect enquiries**.

**What is not covered**

- (1) In respect of **aspect enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2) Any **insured incident** arising from a tax avoidance scheme.
- (3) Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
- (4) Any **insured incident** arising from any investigation or enquiries undertaken by the HM Revenue & Customs Special Investigation Section or Special Compliance Office.
- (5) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

**WHAT IS NOT COVERED BY THIS POLICY**

- 1 Any claim reported to **us** 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 **us**.
- 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 franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.
- 6 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 7 A dispute with **us** 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 An application for judicial review.
- 10 Any claim caused by, contributed to by or arising from:
  - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
  - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 12 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 or 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.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 14 Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

## CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
  - (a) keep to the terms and conditions of this policy;
  - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
  - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
  - (d) try to prevent anything happening that may cause a claim;
  - (e) send everything **we** ask for, in writing;
  - (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2
  - (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.  
**We** can negotiate any claim on behalf of an **insured person**.
  - (b) If **we** agree to start legal proceedings and it becomes mandatory for an **insured person** to be represented by a lawyer, or if there is a conflict of interest, an **insured person** can choose an **appointed representative** by sending **us** the suitably qualified person's name and address.  
**We** may choose not to accept the choice of representative, but only in exceptional circumstances.  
If there is a disagreement over the choice of **appointed representative**, another suitably qualified person can be appointed to decide the matter.
  - (c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint an **appointed representative**.
  - (d) An **appointed representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **appointed representative** must co-operate fully with **us** at all times.
  - (e) **We** will have direct contact with the **appointed representative**.
  - (f) An **insured person** must co-operate fully with **us** and with the **appointed representative** and must keep **us** up-to-date with the progress of the claim.
  - (g) An **insured person** must give the **appointed representative** any instructions that **we** require.
- 3
  - (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
  - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
  - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- 4
  - (a) If **we** 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 **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If an **appointed representative** refuses to continue acting for an **insured person** or if an **insured person** dismisses an **appointed representative**, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to an **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If **we** and an **insured person** disagree about the choice of **appointed representative**, or about the handling of a claim, **we** and the **insured person** can choose another suitably qualified person to decide the matter. **We** must both agree to this in writing. If **we** cannot agree with the **insured person** about the choice of the second suitably qualified person, **we** will ask the president of a relevant national law society to choose a suitably qualified person. Whoever loses the disagreement will have to pay the costs of settling it.
- 8 **We** may at **our** 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 **us**.

- 9 **We can cancel this policy at any time as long as we tell the policyholder at least 21 days beforehand. The policyholder can cancel this policy at any time as long as we are told at least 21 days beforehand.**
- 10 **We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.**
- 11 **This policy will be governed by English law.**
- 12 **All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.**

#### **HELPLINE SERVICES**

**We provide these services 24 hours a day, 7 days a week during the period of insurance. To help us check and improve our service standards, we record all calls, except those made to the Counselling helpline.**

#### **EUROLAW COMMERCIAL LEGAL ADVICE**

**We 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**

**We 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, we 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 No

#### **COUNSELLING**

**We 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.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a General Insurance Claim.



# Freelance Insure



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The Freelance Insure Legal Expenses Scheme is underwritten by DAS Legal Expenses Insurance Company Ltd. Registered in England and Wales number 3904868 at 71 Fenchurch Street, London EC3M 4BS. Authorised and Regulated by the Financial Services Authority number 202106. Calls may be recorded.

