

# Commercial legal policy

**Policy Summary**

**Howden UK Group Limited T/as Howden**

**A Partner You Can Trust**

**AbbeyLegal**   
Legal Protection Insurance

The purpose of this summary is to help you understand your insurance policy. It sets out the significant features, benefits, limitations and exclusions but does not form part of your policy or contain the full terms of the policy. You should read the full policy wording for a full description of the terms of the insurance, including definitions.

**Insurance provider**

The insurance is underwritten by Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ and is administered by Abbey Legal Protection, a trading division of Abbey Protection Group Limited.

**Who is this policy for?**

It is designed for businesses who want to insure against the costs of legal or professional representation they will incur in the types of disputes described in the sections of cover below.

**Period of insurance**

The period of insurance is for 12 months or as otherwise stated in your policy schedule.

**Premium**

The premium payable is as stated in your policy schedule

**Claims notifications**

This is a claims made policy which covers claims notified to us within the period of insurance.

**Significant features, benefits limitations/exclusions**

The following tables set out the significant features and benefits described in the sections of cover below and the significant/unusual limitations and exclusions of the policy

**Significant features**

<p><b>The most that we will pay</b></p>	<p>Criminal defence: Interview under caution - £2,500 any one claim            Tax protection: Current tax year enquiry - £1,000 any one claim            Court attendance costs - £1,000 any one claim            All other Sections of cover - £50,000 any one claim            For all claims in the period of insurance - £500,000</p>
<p><b>Territorial limits</b></p>	<p>The United Kingdom of Great Britain and Northern Ireland including the Channel Islands and the Isle of Man</p>
<p><b>Excess</b></p>	<p>1. Excess for our choice of representative            Tax protection (Aspect enquiry) - £1,000            All other Sections of Cover - £0            2. Excess for your choice of representative            Property and landlord and tenant disputes - £1,000            Criminal defence - £1,000            Regulatory compliance - £1,000            Employee extra protection - £1,000            All other Sections of Cover – Not applicable</p>
<p><b>Reasonable prospects of success</b></p>	<p>Your case must have at least a 51% chance of success, unless your claim is made under one of the following sections:             Employment disputes - ACAS Early Conciliation            Employment disputes - Employment Tribunals response (ET3)            Employment disputes - Pre-hearing review/Employment status disputes            Criminal defence - Interview under caution            Court attendance costs</p>

<b>The sections of cover you benefit from are as stated in your policy schedule</b>	
<b>Policy benefits/sections of cover</b>	<b>Significant exclusions/limitations</b>
<p><b>Employment disputes</b> Cover for costs of representation in defence of an employment dispute at a/an:</p>	
<p><b>ACAS Early Conciliation</b> To take part in the process</p>	
<p><b>Employment Tribunal response (ET3)</b> To enter a response to a claim (ET1)</p>	
<p><b>Pre-hearing review/employment status disputes</b> To decide the employment status of a worker alleging to be an employee</p>	
<p><b>Employment Tribunal hearing</b> Preparation for the hearing or negotiating settlement</p> <p><b>County or High Court proceedings</b> Representation or negotiating a settlement</p>	<p><b>Employment Tribunal hearing / County or High Court proceedings only</b> We will not cover you if you have not followed either:</p> <ul style="list-style-type: none"> <li>• The advice of the Abbey advice line at the following times: <ul style="list-style-type: none"> <li>1. Before suspending, disciplining, dismissing, starting a retirement or redundancy process or making or proposing to make changes to the terms of an employee's contract of employment which may be unfavourable to the employee</li> <li>2. When notified of a grievance, a complaint of discrimination (such as sex, race, religion etc) or an appeal from an employee against action you have taken against them</li> <li>3. When an employee resigns or walks out after expressing verbal or written dissatisfaction</li> </ul> </li> </ul> <p>or</p> <ul style="list-style-type: none"> <li>• The ACAS code of practice on disciplinary and grievance procedures where applicable</li> </ul>
<p><b>Employment compensation awards</b> Cover for basic and compensatory awards provided to you, currently have a claim accepted under Section of cover: <b>Employment Tribunal hearing:</b></p>	<p><b>All of Employment compensation awards</b> We will not cover you if the Employment Tribunal ordered you to reinstate an employee and you failed to do so</p>
<p><b>Awards of compensation</b> Compensation you are ordered to pay by a Tribunal</p>	
<p><b>Settlement of a dispute</b> Compensation agreed by us in settlement of a dispute</p>	
<p><b>Tribunal fees</b> Tribunal fees you are ordered to pay by the Tribunal or Tribunal fees as agreed in a settlement</p>	

<b>Property and landlord and tenant disputes</b>	
We will cover costs to obtain damages or other legal remedy for:	We will not cover you for disputes:
<b>Property disputes</b> <ul style="list-style-type: none"> <li>• Trespass on your property</li> <li>• Nuisance affecting your property</li> <li>• The defence of another's claimed right of way over your property</li> <li>• Your use of a right you have over another's property as recorded in your title documents</li> <li>• Pursuing another for physical damage to your property</li> </ul>	<b>Property disputes</b> <ul style="list-style-type: none"> <li>• Over a contract</li> <li>• Where another party's argument is that they own some or all of your property</li> <li>• Where rights have arisen through your use or occupation over a length of time</li> </ul>
<b>Disputes with your landlord</b> <ul style="list-style-type: none"> <li>• Your landlord's failure to maintain or repair your property as required by your lease or tenancy</li> <li>• An allegation by your landlord that you failed to maintain or repair property as required by your lease or tenancy</li> <li>• The defence of a demand for dilapidations at the expiry of your lease or tenancy</li> </ul> <p>The defence of an attempt by your landlord to end your lease or tenancy early and remove you from your property</p>	<b>Disputes with your landlord</b> Arising out of your failure or alleged failure to pay any money to your landlord, unless payment was withheld due to your landlord's failure to maintain or repair your property
<b>Disputes with your tenant</b> <ul style="list-style-type: none"> <li>• Your tenant's failure to maintain or repair your property as required by your lease or tenancy</li> <li>• An allegation by your tenant that you failed to maintain or repair property as required by your lease or tenancy</li> </ul> <p>Pursuing your tenant for disputed dilapidations at the expiry of your lease or tenancy</p>	<b>Disputes with your tenant</b> Over dilapidations unless you have served a notice of dilapidations to your tenant and you have an independent expert valuation of the dilapidations
<b>Eviction</b> The eviction of your tenant, employee/ex-employee following the expiry of the tenancy or licence granted for the use of property	<b>Eviction</b> Where you have not issued enforceable statutory or contractual notices which require tenant or licensee to leave the property
	<b>All of Property and landlord and tenant disputes</b> <ul style="list-style-type: none"> <li>• Over a contract unless it is a tenancy, licence or leasehold agreement</li> <li>• Where you will not suffer a financial loss or a reduction in property value</li> <li>• Where you have not made a claim under a more suitable insurance policy</li> <li>• Over planning or building decisions or compulsory purchase orders or works under the order of any government authority</li> <li>• Over the negotiation, review or renewal of a tenancy or leasehold agreement or purchase of property</li> <li>• Caused by seepage, pollution or contamination of any kind</li> </ul>

<b>Criminal defence</b> We will cover costs for your:	We will not cover claims:
<b>Interview under caution</b> Representation (including written submissions) at an interview under caution	<b>Interview under caution</b> Where you are required by the Police to immediately attend an interview under caution at a Police station
<b>Prosecution defence</b> Defence of a criminal prosecution once you receive a summons accusing you of a criminal offence	<b>Prosecution defence</b> <ul style="list-style-type: none"> <li>Involving a motoring offence, fraud, dishonesty, criminal damage or tax proceedings</li> <li>For your employee, director or a partner of your business if charged under the corporate manslaughter or corporate homicide act 2007</li> <li>Caused by seepage, pollution or contamination of any kind</li> </ul>
<b>Tax protection</b> Cover for costs in representing you before HMRC in respect of a/an:	<b>All of Tax protection</b> We will not cover enquiries where: <ul style="list-style-type: none"> <li>There is not a reasonable prospect of reducing the liabilities alleged by HMRC</li> <li>You have missed a tax deadline or wholly provisional figures are used</li> <li>There is an allegation of fraud, tax avoidance or the defence of a criminal prosecution</li> <li>National minimum wage or living wage are alleged not to have been paid</li> </ul>
<b>Aspect enquiry</b> HMRC formal notice to carry out an aspect enquiry into part(s) of your income or tax return	
<b>Full enquiry</b> HMRC formal notice to examine all your financial records of income and corporation tax	
<b>National Insurance and PAYE disputes</b> HMRC dissatisfaction with P11Ds or P9Ds or PAYE or NIC affairs after employer compliance visit	
<b>Current tax year enquiry</b> Schedule 36 inspection of business records, assets and premises	
<b>VAT disputes</b> Alleged failure to pay VAT	
<b>Regulatory compliance</b> We will cover you for costs (or Compensation for Section of cover: Data protection compensation) for a/an:	
<b>Health and Safety Executive enforcement notices</b> Appeal against an improvement or prohibition notice issued by the health and safety executive	
<b>Data protection defence</b> Defence under the Data Protection Act 1998 (Section 13)	
<b>Data protection compensation</b> Compensation as a result of holding, losing or unauthorised disclosure of data	<b>Data protection compensation</b> The party you are in dispute with has not suffered a specific financial loss
<b>Court attendance costs</b> We agree to pay:	We will not cover you for:
<b>Jury service</b> The amount of money you pay your employee, director or partner each day they attend jury service at a court, less any recovery from the court	

<p><b>Witness attendance allowance</b> The cost of your employees attending court as witnesses on your behalf provided that at the time of a claim under this section you have an accepted claim for this court appearance under this policy</p>	<p><b>Witness attendance allowance</b></p> <ul style="list-style-type: none"> <li>• Expert witnesses</li> <li>• Salaries or wages</li> <li>• Costs which could be claimed from a prosecuting authority</li> </ul>
<p><b>Employee extra protection</b> We agree to pay costs:</p>	<p>We will not cover claims:</p>
<p><b>Pension trustee defence</b> To defend directors / partners in civil proceedings caused by their alleged conduct as a trustee of a pension fund set up for the benefit of employees</p>	
<p><b>Wrongful arrest</b> To defend civil legal proceedings against your employee/ directors/partners in respect of allegations of detaining someone against their will</p>	<p><b>Wrongful arrest</b> Where allegations were made by a worker/ex-worker</p>
<p><b>Personal injury</b> For your employee/directors/partners to pursue a damages claim for physical bodily injury suffered whilst carrying out the business activity which was caused by the act of another party</p>	<p><b>Personal injury</b> Where the legal case is or may be against you</p>
	<p><b>What is not covered by this Policy?</b></p> <ul style="list-style-type: none"> <li>• Any claims where you do not have reasonable prospects of success in your case</li> <li>• Any costs incurred before we have consented to those costs being incurred</li> <li>• Pre-existing circumstances</li> </ul>

## **Advice**

You will have free access to legal, tax and stress counselling telephone advice services by calling the Abbey Advice Line.

You will also be able to register for eIXtr, an online Employment Law, Health and Safety Law and Business Law information resource portal.

## **Claims Handling and Claims Notification**

Where recourse is necessary to a lawyer and proceedings are issued you are free to choose your own lawyer or suitably qualified representative provided the proposed lawyer or suitably qualified representative is appropriate and their proposed charging rate is fair and reasonable with regard to the particular proceedings.

Initial notification of a claim must be made immediately by writing to:

The Claims Department  
Abbey Legal Protection  
20 Fenchurch Street  
London  
EC3M 3AZ  
Email: [claims@abbeylegal.com](mailto:claims@abbeylegal.com)

## **Cooling Off**

If you are an individual acting for purposes outside your trade, business or profession, you have a right to change your mind and cancel your Policy within 14 days of insuring with us and receiving your policy documents, by writing to:

Howden UK Group Limited T/as Howden  
7<sup>th</sup> Floor, Tricorn House  
Hagley Road  
Birmingham  
West Midlands  
B16 8TP

No charge will be made and any premium you have already paid will be refunded.

## **Your right to complain**

If you are not satisfied with any aspect of our service or the insurance provided, you should contact us by writing to:

The Customer Services Manager  
Abbey Legal Protection  
20 Fenchurch Street  
London  
EC3M 3AZ  
Email: [complaints@abbeylegal.com](mailto:complaints@abbeylegal.com)

We will do our best to resolve your complaint but, if you are still not satisfied, you can refer the matter to The Financial Ombudsman Service.

The Financial Ombudsman Service  
Exchange Tower  
Harbour Exchange Square  
London  
E14 9SR  
Helpline: 0800 023 4567  
Switchboard: 020 7964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

If you were sold this product online or by other electronic means and within the European Union (EU) you may refer your complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of your complaint the ODR will escalate your complaint to your local dispute resolution service – this process is free and conducted entirely online. You can access the ODR platform on <http://ec.europa.eu/odr>.

### **Your right to compensation**

The Insurer is covered by the Financial Services Compensation Scheme (FSCS). The Insured may be entitled to compensation up to 90% of the Claim in the unlikely event the Insurer cannot meet its obligations. Further information about compensation arrangements is available from the FSCS.

### **Applicable Law**

If there is a dispute between you and the Insurer, you and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England and Wales.



# AbbeyLegal

Legal Protection Insurance

**Abbey Legal Protection**

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