

# Commercial legal expenses insurance

**Policy Summary**

**Painting and Decorating Association**

The purpose of this Policy Summary is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. You should still read the full Policy Wording for a full description of the terms of the insurance, including definitions. This Policy Summary does not form part of the Terms and Conditions.

### Insurance Provider

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

### Duration of contract

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.

### Insurance Cover

This is a claims made insurance which covers claims notified within the Period of Insurance. The Insurance indemnifies you for legal costs, professional costs and awards of compensation in situations shown in the tables below.

### Significant features, benefits, limitations and exclusions

The following tables set out the significant features, benefits, limitations and exclusions of the Commercial Legal Expenses Insurance. The Insurance is split into Sections of Cover.

### Significant Features

Indemnity Limits	<ul style="list-style-type: none"> <li>– Section B2 and Section D (Schedule 36 pre disputes only) and Section I - £1,000 any one claim</li> <li>– All other Sections - £50,000 any one claim</li> <li>– £50,000 - All claims in the period of insurance for each member</li> </ul>
Territorial Limits	<ul style="list-style-type: none"> <li>– The United Kingdom of Great Britain and Northern Ireland</li> </ul>
Excess	<ul style="list-style-type: none"> <li>– Section A - £250 any one claim</li> <li>– Section D (Aspect Enquiries only) - £1,000 any one claim</li> <li>– All other Sections – nil</li> </ul>
Increased Excess (For use of own Appointed Representative)	<ul style="list-style-type: none"> <li>– Sections C, D and I - Not Applicable</li> <li>– All other Sections - £1,000 any one claim</li> </ul>
Minimum Sum in Dispute	<ul style="list-style-type: none"> <li>– Section A1 - £1,000</li> <li>– Section A2 - £1,000</li> </ul>

<b>Policy Benefits</b>	<b>Section Exclusions</b>
<p><b>Section A1: Contract Disputes</b>  Disputes with suppliers and customers over a contract for the sale, or supply of goods or services, provided:</p> <ul style="list-style-type: none"> <li>- The amount in dispute exceeds the minimum sum in dispute</li> <li>- If the dispute relates to monies owed to you, you notify the designated debt collection service within 30 days and agree to instruct them on a no win no fee basis</li> <li>- Legal Expenses incurred in the pursuit of any claim or legal proceedings shall be limited to 75% of the amount in dispute</li> <li>- If the dispute relates to a construction contract the work is carried out to your property and the work is for the repair or renovation of your property</li> </ul>	<ul style="list-style-type: none"> <li>- Contracts where the rights or liabilities are incurred through an agent</li> <li>- Employment contracts</li> <li>- Contracts governed by the Consumer Credit Act 1974</li> <li>- Contracts for the use of Your property</li> </ul>
<p><b>Section A2: Construction Contract Disputes</b></p> <p>a) Adjudication expenses to resolve a construction dispute over a construction contract for work on:</p> <ul style="list-style-type: none"> <li>- Commercial premises or</li> <li>- Residential premises if the contract is not with the residential occupier or intended residential occupier</li> <li>- Residential premises and the terms of the contract require the dispute to be resolved by adjudication.</li> </ul> <p>b) Legal Expenses to resolve a construction dispute over a construction contract for work on residential premises where the contract is with the residential occupier and the contract does not require the dispute to be resolved by adjudication.</p> <p>Provided that:</p> <ul style="list-style-type: none"> <li>- The sum in dispute exceeds the minimum sum in dispute</li> <li>- Adjudication Expenses and/or Legal Expenses incurred in the pursuit of any claim shall be limited to 75% of the amount in dispute</li> <li>- The contract is in writing, stating the parties to the agreement, the work to be done and the payments to be made</li> <li>- If variations are made to the contract there is evidence of the extra work, the instructions for the extra work and the agreed cost of the extra work</li> <li>- All Adjudication Expenses shall be first met out of any damages, compensation or monies received in that adjudication or subsequent litigation or settlement thereof</li> <li>- You have exhausted the Policyholder's own conciliation and arbitration procedure before notifying a claim</li> </ul>	<ul style="list-style-type: none"> <li>- Contracts where the rights or liabilities are incurred through an agent</li> <li>- Employment contracts</li> <li>- Contracts governed by the Consumer Credit Act 1974</li> <li>- Contracts for the use of your property</li> </ul>
<p><b>Section B: Criminal Prosecution</b></p> <ul style="list-style-type: none"> <li>- Defence of criminal prosecutions</li> <li>- Appeals against Improvement Notices under the Health and Safety at Work Act or the Food Safety Act</li> <li>- Representation at a criminal interview under caution</li> </ul>	<ul style="list-style-type: none"> <li>- Arising from HMRC Investigations</li> <li>- Allegations of offences against the person or dishonesty</li> <li>- Allegations of speeding or driving whilst under the influence of alcohol or drugs or allegations of non endorsable road traffic offences</li> <li>- Any arrest where you did not have the opportunity to attend and did not attend the Police station as a volunteer</li> </ul>

<p><b>Section C: Employment Disputes</b>  Defence of disputes with prospective employees, employees or ex-employees in respect of their contract of employment, or any employment related legislation and indemnity for awards of compensation, all providing you have sought and followed the advice of the Abbey Legal Line and obtained their authorisation:</p> <ul style="list-style-type: none"> <li>– Prior to carrying out a disciplinary procedure</li> <li>– Prior to dismissal of an employee</li> <li>– Prior to instituting a redundancy programme and prior to making an employee redundant</li> <li>– Prior to notifying an employee of their intended retirement date or retiring an employee</li> <li>– Upon notification of a grievance</li> <li>– Upon notification of a complaint of discrimination, victimisation or harassment</li> <li>– Prior to any adverse variation, or proposed adverse variation of the terms and conditions of employment (including hours, time, place of work, demotion or reduction in an employee’s remuneration)</li> <li>– Immediately an employee walks out</li> <li>– Upon receipt of an appeal by an employee of a disciplinary or grievance decision</li> </ul>	
<p><b>Section D: Tax Protection</b>  Representation for Your business in the event of either a full enquiry, an Employer Compliance dispute, an aspect enquiry, a Schedule 36 pre dispute request or a VAT Tribunal</p>	<ul style="list-style-type: none"> <li>– Technical or routine treatment matters</li> <li>– Defence of a criminal prosecution</li> <li>– Taxation proceedings arising out of negligent misstatements or omissions by You or a lack of reasonable care in keeping Your business books and records</li> <li>– Investigations solely into earlier accounts or records</li> <li>– Where Corporation Tax and Income Tax Self Assessment Returns are submitted outside statutory time limits</li> <li>– Preparation or correction of a Self Assessment return</li> <li>– Investigations by the Special Civil Investigations or Criminal Investigations Office of HMRC</li> <li>– Disputes concerning Working Families Tax Credit, National Minimum Wage, IR35 legislation</li> <li>– Where the Anti-Avoidance Intelligence Unit of HMRC are involved</li> </ul>
<p><b>Section E: Property Disputes</b>  Pursuit or defence of disputes over:</p> <ul style="list-style-type: none"> <li>– Possession of your property</li> <li>– The terms of your tenancy agreement</li> <li>– Alleged negligence, damage or nuisance to your property</li> </ul> <p>Provided that You will suffer financial loss if you fail to pursue or defend the claim</p>	<ul style="list-style-type: none"> <li>– Payment of rent, tax or service charges</li> <li>– Planning or building regulations</li> <li>– Renewal of your tenancy agreement</li> <li>– A contract relating to your property (other than a tenancy agreement)</li> </ul>
<p><b>Section F: Data Protection</b>  Defence of claims arising out of an application or appeal under the Data Protection Act and payment of compensation awards made against you under S.13 of the Act</p>	

<p><b>Section G: Personal Injury</b> Pursuit of claims for compensation following a personal injury</p>	
<p><b>Section H: Wrongful Arrest Defence</b> Defence of claims alleging wrongful arrest or malicious prosecution</p>	<p>– Allegations made by employees or ex-employees</p>
<p><b>Section I: Jury Service Allowance</b> To pay the amount you are liable to pay employees when they attend on jury service, limited to £100 a day and £1,000 any one claim</p>	
<p><b>Section J: Pension Trustee Defence</b> Defending claims against you in your capacity as a trustee of a pension fund for the benefit of your employees</p>	
	<p><b>General Exclusions</b></p> <ul style="list-style-type: none"> <li>– Any claims where you do not have reasonable prospects of success in your legal/tax case.</li> <li>– Any costs incurred before we have consented to those costs being incurred</li> <li>– Defence of civil legal proceedings arising from injury, loss/destruction of property, breach of professional duty or tortious liability (other than where specified under Sections of Cover: Property Disputes and Pension Trustee Defence)</li> </ul>

### **Advice**

You will have free access to legal and tax telephone advice services by calling the Abbey Legal Line.

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

### **Claims Handling and Claims Notification**

All disputes under Sections of Cover C and D will be handled by one of Abbey Legal Protection's choice of lawyer or other suitably qualified representative.

Under all other Sections of Cover 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)

### **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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