

CPSA Legal Expenses Insurance Policy



The Coverholder: Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT

Underwritten by: AmTrust Europe Limited, St. James's Street, Nottingham, Nottinghamshire, NG1 6FG

Important Notice

All potential claims must initially be reported to the Commercial Legal Helpline Service, which operates 24 hours a day, 365 days a year. **You must call the helpline before taking any action that may give rise to a claim under this policy, particularly if you are considering disciplinary action or redundancy. Failure to do so will result in any subsequent claim being declined.** The 24 hour helpline is there to provide support. In addition the Commercial Legal Helpline also provides initial advice on any legal problem, whether covered under this policy or not.

Telephone 0871 423 5244. (Calls from BT landlines cost 10p per minute at all times. Mobiles and other networks may cost more).

This is a 'Claims Made' Policy. It only covers claims notified to the coverholder during the Period of Insurance. You must notify us 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.

1. Consideration and insurance

1.1 The Insured named in the schedule ('the Insured') having made to the Insurers the proposal and declaration which shall be the basis of this contract and be deemed to be incorporated in this policy and having paid or agreed to pay the premium stated in the schedule the Insurer will, subject to the terms, limits and conditions of the policy (compliance with such conditions being deemed a condition precedent to the liability of the Insurer), indemnify the Insured up to the Limit of Indemnity in respect of any Insured Event occurring within the Territorial Limits set out in the schedule during the Period of Insurance in connection with the business and in respect of which legal proceedings are conducted within the Territorial Limits.

1.2 The sections which apply to this policy are those specified as being operative in the schedule.

Section 1 – Legal costs incurred in disputes with employees

2. Limit of cover under Section 1

Legal Advice, Legal Costs and Expenses (as defined in clause 26.1) incurred by the Insured in respect of any dispute with: an employee or ex-employee, which arises out of or relates to his contract of employment with the Insured; or a prospective employee, leading to civil or criminal proceedings under the Race Relations Act 1976 or the Sex Discrimination Act 1975 or any Acts amending or replacing the same in defending civil or criminal proceedings, or appealing or defending an appeal against judgement, conviction or sentence by the relevant court, tribunal or arbitrator provided that the total Legal Costs and Expenses payable by the Insurer in any one Period of Insurance shall not exceed the annual Limit of Indemnity stated in the Schedule or in respect of any period of insurance which is less than one year the pro rata proportion of such annual limit.

3. Exclusions applicable to Section 1

The Insurer shall not be liable for any claim for indemnity in respect of or arising from or relating to:

3.1 a dispute of which the Time of Occurrence (as defined in clause 26.2) was within the first 90 days of the first Period of Insurance in the case of an employee who was subject to a written or verbal warning or involved in a dispute arising from his employment within the 6 months immediately preceding such period; or

3.2 a claim against the Insured in respect of damages for personal injuries to the claimant and/or loss of or damage to his property.

3.3 The Insured's failure to follow the advice given by the Commercial Legal Helpline.

3.4 A dispute where the Insured has failed to consult the Commercial Legal Helpline immediately upon the Insured becoming aware of the

dispute or potential dispute or where the Insured has failed to heed the written advice of a Panel Solicitor.

3.5 The pursuit or defence of enforcement proceedings arising out of a restrictive covenant clause contained within the employment contract, either verbal or in writing, of an employee or ex employee.

Section 2 – Compensation and damages for dismissal of employees

4. Limit of cover under Section 2

The cover under Section 2 is limited to compensation or damages payable by the Insured to an employee arising from the judgment of a court or tribunal or from a settlement agreed by the Insurer (but not from a judgment by default) in any dispute accepted by the Insurer as covered by Section 1 above, provided that the total of the compensation awards paid by the Insurer in any one Period of Insurance shall not exceed the annual limit for compensation awards stated in the schedule or in respect of a Period of Insurance which is less than one year the pro-rata proportion of such annual limit.

5. Exclusions applicable to Section 2

The Insurer shall not be liable for any claim for indemnity under Section 2 where:

5.1 The dismissal in question was not carried out in accordance with the guide laid down in the current edition of The Code of Practice 1 as prepared by the Advisory Conciliation and Arbitration Service (ACAS).

5.2 The Insured has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto.

5.3 The award is in respect of a redundancy.

5.4 The award is in respect of the breach by the Insured of a fixed term contract.

5.5 The dismissal is of the type described in the Employment Rights Act 1996 Sections 96(1), 99 or 117(6) or any amending legislation.

5.6 The award is payable under the Employment Rights Act 1996 Sections 93 (1-2) or 117 (3-5) or any amending legislation.

Section 3 – Criminal proceedings defence cover

6. Limit of cover under Section 3

The cover under Section 3 is limited to Legal Costs and Expenses incurred by the Insured in respect of any act or omission or alleged act or omission of the Insured, or of the proprietors, directors, partners and all other employees of the Insured either arising out of and in the course of their employment with the Insured, or as a trustee of a pension fund set up for the benefit of the Insured's employees which leads to:

6.1 prosecution in a court of criminal jurisdiction; or

6.2 the serving of an improvement notice or a prohibition notice on the Insured under the Health and Safety at Work etc. Act 1974; or

6.3 civil proceedings being taken against an insured person other than the Insured as such trustee of a pension fund;

In defending civil or criminal proceedings, or appealing or defending an appeal against either conviction, sentence or judgment of the relevant court, tribunal or arbitrator, or the imposition or terms of a notice specified in clause 6.3 above. 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 provided that the total Legal Costs and Expenses payable by the Insurer in any one Period of Insurance shall not exceed the annual limit of indemnity stated in the Schedule or in respect of any Period of Insurance which is less than one year the pro rata proportion of such annual limit.

7. Exclusions applicable to Section 3

The Insurer shall not be liable for any claim or indemnity under Section 3 in circumstances where:

7.1 prosecutions are deliberately or intentionally solicited by the Insured; or

7.2 an alleged offence involves dishonesty or intentional threatened or actual violence to the person of another by the Insured unless he is subsequently acquitted of such offence.

7.3 The Insured has pleaded guilty and/or admitted liability.

Section 4 – Jury service and attendance allowance

8. Limit of cover under Section 4

8.1 The cover under Section 4 is limited to the amount of the salary of any employee or director of the Insured or to the amount of any remuneration of any Partner of the Insured or of the Insured for any period of absence from work during which any such person has to attend a Court or tribunal in respect of:-

8.1.1 Any proceedings covered under any operative section of this policy.

8.1.2 Attendance at Court for Jury Service excluding the first 5 days of such service provided that the amount paid under this Section shall not exceed:-

£50 per person per day

£1000 per claim

8.2 And provided that the amount payable by the Insurer under Section 4 in any one Period of Insurance shall not exceed the annual limit of indemnity stated in the Schedule or in respect of any Period of Insurance which is less than one year the pro rata proportion of such limit.

Basis of calculation

8.3 Absence from work shall be calculated to the nearest half day taking an 8 hour day to be a whole day and 8 hours to be the maximum for which a claim can be made in respect of any one day.

8.4 For full-time employees or directors or salaried partners 1 whole day's salary or wages shall mean 1/250 of the employees or director's salaried partner's gross annual salary at the time of his attendance.

8.5 For part-time employees or directors or salaried partners the salary or wages lost shall bear the same proportion to their gross weekly salary or wages as the period of absence from work bears to their normal working week for the Insured.

8.6 In the case of a person who is not a salaried employee, Director or Partner and who is entitled only to a share in the profit of the Insured's business such person for the purpose of Section 4 of this policy shall be deemed to have an annual salary of £12,500.

Section 5 – Protection of licences

9. Limit of cover under Section 5

9.1 The Cover under Section 5 is limited to Legal Costs and Expenses incurred by the Insured in relation to an appeal to the relevant statutory body Court or tribunal where the relevant Authority suspend revoke alter the terms of or refuse to renew the Insured's licence(s) provided that the amount payable by the Insurer under Section 5 in any one Period of Insurance shall not exceed the annual Limit of Indemnity stated in the Schedule or in respect of any Period of Insurance which is less than one year the pro rata proportion of such limit.

9.2 In Section 5 a licence means a licence issued under statute or statutory instrument or by the Government or Local Authority to the Insured where such licence is necessary to engage in the business or trade.

Section 6 – Data protection defence

10. Limit of cover under Section 6

10.1 The cover under Section 6 is limited to Legal Costs and Expenses incurred by the Insured in

10.2 The Defence of Civil Legal proceedings brought against the Insured's employee for compensation under Sections 22 or 23 of the Data protection Act 1998.

10.3 Appeals against imposition of or terms of an Enforcement Deregistration or Transfer Prohibition Notice issued under the Data Protection Act 1998.

Section 7 – Property legal protection

11. Limit of cover under Section 7

The cover under Section 7 is limited to Legal Costs and Expenses incurred by the Insured in pursuing or defending the Insured's legal rights appealing or defending an appeal against judgement of the relevant Court, Tribunal or Arbitrator in respect of:

11.1 any negligent act or omission of a third party, or

11.2 any nuisance, trespass or criminal damage by a third party, or

11.3 a tort committed by a third party under the rule in Rylands v Fletcher which results or could result in physical damage to the Insured's Property and/or pecuniary loss to the Insured in relation to property owned by the Insured or for which the Insured is legally responsible provided that the amount payable by the Insurer under Section 7 in any one Period of Insurance shall not exceed the annual limit of indemnity stated in the Schedule or in respect of any Period of Insurance which is greater or less than one year the pro rata proportion of such limit.

12. Exclusions applicable to Section 7

The Insurer shall not be liable for any claim for indemnity under Section 7 in respect of or arising from or relating to:

12.1 a contract made between the Insured and the third party;

12.2 goods in transit or goods lent or hired to third parties;

12.3 goods at premises other than those occupied by the Insured unless they are at such premises for the purpose of installation or use in work to be carried out by the Insured; or

12.4 mining subsidence

Section 8 – Disputes with landlords

13. Limit of cover under Section 8

13.1 The cover under Section 8 is limited to Legal Costs and Expenses incurred by the Insured in the pursuit or defence of Civil Legal Proceedings between the Insured and his Landlord under the terms of a lease or tenancy agreement applying to the business premises of the Insured.

14. Exclusions applicable to Section 8

14.1 The Insurer will not indemnify the Insured in respect of Disputes relating to rent and service charges and any relevant taxes or

14.2 an Insured Event arising in the first 3 months of the first Period of Insurance

Section 9 - Tax, VAT, PAYE and NIC Investigations

15. Limit of cover under Section 9

The cover under Section 8 is limited to Professional Fees incurred by the Insured in respect of disputes with the Inland Revenue / HMRC arising from:

- Comprehensive Enquiries or In-Depth Investigations arising out of the Insured's tax affairs
- VAT Disputes
- PAYE Disputes
- NIC Disputes

16. Exclusions applicable to Section 9:

The Insurer shall not be liable for any claims for Indemnity under section 9 in respect of or arising out of :-

16.1 Aspect Enquiries less than £100 or in excess of £1000

16.2 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.

16.3 Claims which originate from any matter which existed before the Period of Insurance.

16.4 Disputes where the prospect of success is remote.

16.5 The costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.

16.6 Costs of appeals which have not been approved by the Insurer.

16.7 Any claim which occurs during the first 60 days of the first Period of Insurance.

16.8 Fees and Disbursements payable to an Accountant, firm of Accountants or person not approved of in writing by the Insurer.

16.9 Technical or routine treatment of matters not connected with or arising out of an expression of dissatisfaction of the Insured's affairs.

16.10 Pre notification costs

17. Definitions for Section 9

17.1 Professional Fees

Reasonable fees and disbursements incurred with the approval of the Insurer by the accountant, firm of accountants or other appropriately qualified person appointed and approved by the Insurer to act for the Insured.

Professional fees will include VAT where it cannot be recovered.

17.2 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.

17.3 Aspect Enquiry

An Aspect Enquiry is 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.

17.4 In-Depth Investigations

An In-Depth Investigation into a limited company is a fundamental review of the accounts and the underlying records as signalled by the issue of the form IR72 or otherwise stated.

17.5 VAT Dispute

A VAT dispute is a challenge by HM Customs & Excise of the accuracy or completeness of returns submitted.

17.6 PAYE Dispute

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

17.7 NIC Dispute

A NIC dispute is a challenge by the Contributions Agency of the accuracy or completeness of returns submitted in accordance with Social Security regulations.

18. Policy Definitions

18.1 Legal Costs and Expenses

'Legal Costs and Expenses' means the legal fees and costs and disbursements reasonably and properly incurred by the solicitor appointed by the Insurer under this policy, plus the legal costs awarded or otherwise payable by the Insured to the other party for a dispute accepted by the Insurer to be the subject of a claim under any operative section of this policy. Where the insured is registered for VAT, the policy will not pay the VAT element of the Legal Costs and Expenses. Payment of the VAT will be the responsibility of the Insured.

18.2 Time of Occurrence

'Time of Occurrence' means:

- a) in civil cases the time at which the cause of action occurred or commenced, whichever is the earlier in time; and
- b) in criminal cases the time at which the Insured or any other person insured under this policy commenced or is alleged to have commenced to violate the criminal law in question.

18.3 Insured Event

'Insured Event' means:

an event, act or omission giving rise to a claim for indemnity against the Insurer or entitling the Insured to a service from the Coverholder.

18.4 Period of Insurance

'Period of Insurance' means:

the Period of time specified on the schedule during which this Policy shall remain in force.

18.5 Limit of Indemnity

'Limit of Indemnity' means:

the annual limit of indemnity specified in the Schedule or where the Period of Insurance is less than one year the pro rata proportion of such limit.

18.6 Territorial Limits

'Territorial Limits' means the limits specified in the Schedule.

Policy exclusions

19. General exclusions

The Insurer shall not be liable for any claim for indemnity in respect of or arising from or relating to:

- 19.1 an Insured Event reported to the Insurer more than 30 days after its Time of Occurrence unless the claim is in respect of a criminal prosecution;
- 19.2 an Insured Event reported to the Insurer outside the Period of Insurance
- 19.3 fees, costs and disbursements incurred prior to the written acceptance of a claim by the Insurer;
- 19.4 fines, penalties, compensation or damages which the Insured or any other person insured under this policy is ordered to pay by the relevant court, tribunal or arbitrator except as covered under Section 2 above;
- 19.5 any prosecution, contract, act or omission which arises from or relates to the ownership, hiring or use of a motor vehicle by the Insured or any other person insured under this policy;
- 19.6 any contract where the cause of action arises within the first 90 days of the first Period of Insurance under the relevant section of this policy;
- 19.7 a shareholding or partnership share in any company insured by this policy, unless such shareholding or partnership share was acquired under a scheme open to all employees of the Insured or a substantial number of them of a certain minimum grade, other than the directors or partners of the Insured;
- 19.8 patents, copyrights, trademarks, merchandise marks registered designs, intellectual property, secrecy and confidentiality agreements.
- 19.9 a) ionising radiations or contamination by radioactivity from an 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 of component thereof
- c) riot civil commotion war invasion acts of foreign enemies hostilities (whether war be declared or not) civil war rebellion revolution insurrection military or usurped power or confiscation nationalisation requisition destruction or damage to property by or under the order of any government.

20. Delay and improper instructions

The Insurers shall not be liable for any claims for indemnity where the Insured or any person insured under this policy:

- 20.1 pursues or defends a case without the Insurer's consent or contrary to or in a different manner from that advised by the appointed solicitor; or
- 20.2 fails to give proper instructions in due time to the appointed solicitor or counsel appointed by him; or
- 20.3 is responsible for delay which in the Insurer's reasonable opinion is prejudicial to his case.

21. Bankruptcy of the Insured

The Insurer shall not be liable for any claim for indemnity when the Insured is bankrupt, or has made an arrangement with his creditors, or has entered into a deed of arrangement or, is in liquidation or part or all of the Insured's affairs or property are in the care or control of a receiver.

Conditions

22. Presentation of claim

When presenting a claim under this policy the Insured must give the Insurers full written details of the Insured Event and provide such proofs, supporting evidence and other information as the Insurer may require.

23. Prospects of success

The Insurer shall accept a civil claim if it is covered under this policy provided that it offers reasonable prospects for the recovery of damages or other remedy or for a successful defence and that the costs of pursuing the action do not exceed the value of the claim. The Insurer may discontinue indemnity if during the course of the claim it considers that such prospects no longer exist. If the Insurer either refuses to accept or discontinue a claim it shall inform the Insured of its reasons which, shall be final.

24. Representation

- 24.1 The Insurer reserves the right through its agents or solicitors to take over and conduct in the name of the Insured the prosecution, pursuit or defence or settlement of any claim or proceedings save in the event of any conflict of interest arising between the interests of the Insurer and the Insured in which event the Insured shall be free to choose a lawyer to serve his interests.
- 24.2 When presenting a claim the Insured should notify the Insurer of the solicitor whom he wishes to act for him.
- 24.3 The Insured may in any event request the Insurer to nominate a solicitor to act for him and the Insured and/or any other person insured by this policy.
- 24.4 Prior to the Insurer's acceptance of the Insured's nomination of a solicitor, the Insurer shall be entitled but not bound to instruct a solicitor, or if the Insured fails to nominate a solicitor, the Insurer shall be entitled but not bound to instruct a solicitor on behalf of the Insured and/or any other person insured by the policy if it considers this necessary to safeguard the Insured and/or such other person's immediate interests.
- 24.5 If the Insured wishes to appoint their own solicitor then the solicitor nominated must agree to our terms and conditions, which will be provided at the time of nomination.
- 24.6 The appointment of a solicitor nominated by the Insured will only be approved in the event that court proceedings have been commenced and the Insured has complied with the policy terms and conditions.
- 24.7 The appointment of a solicitor nominated by the Insured will incur an excess of £500. This excess is in addition to any other excess payments due under the policy.

25. Control of claim

25.1 The Insurer shall have direct access to the appointed solicitor or accountant at all times and the Insured shall co-operate fully with the Insurer in all respects and shall keep the Insurer fully and continually informed of all material developments in the legal representation or proceedings. At the Insurer's request the Insured shall instruct the appointed solicitor or accountant to produce to the Insurer immediately any documents, information or advice in his possession, and further shall give him such other instructions in relation to the conduct of his claim as the Insurer may require.

25.2 Legal Costs and Expenses relating to an expert witness called on behalf of the Insured will be covered by the Insurer only if it has given prior written approval of the appointment of such witness.

25.3 The appointed solicitor or the Insured shall inform the Insurer immediately in writing of any offer or payment into court made with a view to settling the claim. No agreement to settle which may result in a claim for indemnity under this policy is to be made without the Insurer's prior approval. If any offer or payment into court is not accepted by the Insured but the amount thereof is equal to or in excess of the total damages eventually recovered by him the Insurer shall have no liability in respect of any further Legal Costs and Expenses or attendance expenses unless upon being notified of the offer or payment into court the Insurer agreed to the continuation of the proceedings.

25.4 If in any proceedings the Insured is not successful in his claim or defence no appeal or other proceedings will be covered unless the Insurer is notified in writing of the intention to appeal no later than 6 clear days before the time for making an appeal expires and the Insurer considers that there are reasonable prospects of such appeal succeeding.

25.5 At the Insurer's request the Insured shall require the appointed solicitor to have the Legal Costs and Expenses taxed, assessed or audited by the relevant court or tribunal.

25.6 If for any reason the appointed solicitor or accountant refuses to act for the Insured or if the Insured withdraws his claim from the appointed solicitor or accountant, then the Insurer's liability will cease forthwith unless in its absolute discretion it agrees to the appointment of another solicitor or accountant to continue with the claim.

25.7 If the Insured withdraws from the claim without the prior agreement of the Insurer then the Legal Costs and Expenses and attendance expenses will become the responsibility of the Insured, and the Insurer will be entitled to be reimbursed by the Insured for any costs paid or incurred during the course of the claim including any Legal Expenses and attendance expenses the Insurer considers it is obliged to pay on the Insured withdrawing from the claim.

26. Arbitration

In the event of any dispute arising the Insured may ask for the dispute to be considered by an independent arbitrator agreed upon by both parties or failing agreement one who is nominated by the President of the local Law Society or appropriate professional body. All costs of the arbitration shall be met in full by the party against whom the decision is made.

27. Payment of costs

All accounts for Legal Costs and Expenses and attendance expenses payable under this policy shall be submitted to the Insurer immediately.

28. Recovery

The Insured shall take, at the Insurer's expense, every available step to recover from third parties Legal Costs and Expenses payable under this policy and such Legal Costs and Expenses shall be paid to the Insurer.

29. Alteration of risk

The Insured shall notify the Insurer immediately of any alteration in risk which materially affects this insurance.

30. Contribution

If at the time of any occurrence or claim there is or but for the existence of this policy would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such occurrence or claim the Insurer shall not be liable under this policy to indemnify the Insured in respect of such occurrence or claim except in respect of any excess beyond the amount which would be payable under such indemnity or insurance had this policy not been effected.

31. Cancellation

We hope you are happy with the cover this policy provides. However, You have the right to cancel it within 14 days of inception of the policy, without giving any reasons. Cancellation must be in writing to us at Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT. The Insurer may cancel the policy at any time by sending 30 days written notice by recorded delivery post and in such event the Insured shall be entitled to a return of a proportionate part of the premium corresponding to the unexpired Period of Insurance.

Such cancellation shall not prejudice the rights of the Insured, or any other person insured by this policy, in respect of any Insured Event occurring prior to the date of cancellation.

32. Adjustment of provisional premium

32.1 If the premium has been calculated on estimates given by the Insured, the Insured shall keep an accurate record containing all relevant particulars which shall be available to the Insurer for inspection.

32.2 Within one month of expiry of each Period of Insurance the Insured shall supply to the Insurer 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 the Insured subject to the Insurers retaining any minimum premium specified in the policy.

32.3 Should the Insured fail to supply such a statement within one month of the expiry of the Period of Insurance the Insurer shall be entitled if it so wishes to charge an additional premium in respect of that Period of Insurance.

33. The Law

The Law applicable to this policy shall be English Law and the parties hereby agree to submit to the jurisdiction of the Courts of England and Wales.

Complaints Procedure

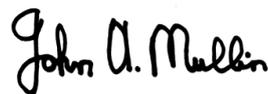
AmTrust are committed to providing You with a first class service at all times. If, however, You are not happy with any part of the service You have received then You should initially contact the Coverholder at the address below.

The Managing Director, Composite Legal Expenses Ltd, Suffolk House, Trade Street, Cardiff CF10 5DT.

Finally, if the matter still remains unresolved once the above have been contacted, you can, subject to qualifying criteria, approach The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Tel: 0845 0801800.

AmTrust is authorised and regulated by the Financial Services Authority and is a member of the Association of British Insurers (ABI).

You may be entitled to compensation from the Financial Services Compensation Scheme in the event that the insurer is unable to meet its liabilities.



Signed by:

Managing Director
Composite Legal Expenses Limited