



## CPSA Legal Expenses Insurance Policy Summary

Some important facts about your Commercial Legal Expenses insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides. When reviewing your policy it should be read in conjunction with your Policy Schedule.

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

**Coverholder:** Composite Legal Expenses Limited, Suffolk House, Trade Street, Cardiff, CF10 5DT.

Significant Features and Benefits	Significant and unusual exclusions or limitations
<p>This policy covers legal and professional fees, costs and expenses up to £100,000 per claim and £1,000,000 in the aggregate in connection with legal proceedings in respect of any of the following insured incidents:</p> <ol style="list-style-type: none"> <li>1. Disputes with Employees. Defending actions brought by employees (e.g. unfair or wrongful dismissal, redundancy, pension rights, etc).</li> <li>2. Employment Awards. Providing legal advice is followed your insurance will pay industrial tribunal awards.</li> <li>3. Criminal Proceedings Defence Cover. The costs of defending your employees, directors or partners for prosecutions relating to your normal business activities.</li> <li>4. Jury Service and Court Attendance. Up to £50 per person per day (maximum £1000) for employees, directors or partners who have to attend a court or tribunal for a case covered by this insurance.</li> <li>5. Protection of Licences. Costs of appeal against altering, revoking or suspension of a statutory licence.</li> <li>6. Data Protection Defence. Covers costs of defending civil proceedings against you under DPA and certain Appeals.</li> <li>7. Property Legal Protection. Support is provided in respect of the pursuit of legal rights of your premises. It enables your business to pursue claims arising from negligent acts and omissions of others and to pursue liability for wrongful acts under the rule of Rylands v Fletcher (1868).</li> <li>8. Disputes with Landlords. Costs incurred in representing your interests in disputes with landlords over business lease / tenancy.</li> <li>9. Tax, VAT, PAYE, NIC Investigations including Inland Revenue Schedule D and Corporation Tax Investigation. Professional fees incurred with our consent.</li> </ol>	<p><b>The policy does not cover:</b></p> <ul style="list-style-type: none"> <li>• Claims notified outside the Period of Insurance. You must notify us within 30 days of any circumstances that may give rise to a claim.</li> <li>• Any claim which has not been notified via our Legal Advice Service. Also any action taken by the insured that has not been approved by us via the Legal Advice Service, which may give rise to a claim</li> <li>• Under Insured Incident 1 any dispute where time of occurrence was within 90 days of the first period of insurance.</li> <li>• Under Insured Incident 1 any dispute where you have failed to consult the Legal Advice Service immediately upon becoming aware of the dispute or potential dispute or where you have failed to heed the written advice of a Panel Solicitor or where you have failed to follow the procedures prescribed by the Legal Advice Service.</li> <li>• Under Insured Incident 1 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.</li> <li>• Under Insured Incident 2 any dispute where time of occurrence was within 90 days of the first period of insurance. Also where the award is in respect of a redundancy or in the event of your breach of a fixed term contract.</li> <li>• Under Insured Incident 3 any claim where prosecutions are deliberately or intentionally solicited by you or involve dishonesty or violence by you (unless later acquitted) or where you have pleaded guilty and / or admitted liability.</li> <li>• A claim relating to the pursuit or defence of any action alleging defamation.</li> <li>• Claims where you take action without first obtaining our agreement or cause delay or fail to give reasonable assistance to us.</li> <li>• Any claim where legal costs are incurred without our authority.</li> <li>• Any matter in respect of which you are entitled to Legal Aid</li> <li>• Under Insured Incident 4 the first 5 days of attendance at Court for Jury Service.</li> <li>• Under Insured Incident 5 costs in respect of an original application or standard renewal.</li> <li>• Under Insured Incident 8 costs in respect of disputes relating to rent and service charges and any relevant taxes or an Insured Event arising in the first 3 months of the first Period of Insurance.</li> <li>• Under Insured Incident 9 professional fees relating to investigations or disputes notified or which start outside the period of insurance or any claim which occurs during the first 60 days of the first period of insurance. Also any Aspect Enquiries less than £100 or more than £1000 or any case involving criminal proceedings or fraud.</li> <li>• The appointment of a different solicitor nominated by the Insured will incur an excess of £500 and is subject to prior approval of terms and conditions. This excess is in addition to any other excess payments due under the policy.</li> <li>• The first £3,000 of claims brought by Affiliate members and the first £1,000 brought by Registered, Premier and Premier Plus members.</li> </ul>
<p><b>Legal Advice Service</b> We provide a 24/7 Legal Advice Service providing telephone based advice about any legal matter.</p>	

We hope that you will be happy with your insurance policy. If not, please contact us or the intermediary or organisation that arranged this insurance on your behalf. If you decide not to proceed with this insurance you should return the Policy Documents within 14 days of receipt. Providing a claim has not been made and so long as no incidents have arisen that could result in a claim under the policy, we will refund any premium you have paid.

### Making a Claim

**Call the Claims Department on 0871 423 5244 quoting your Policy Number, Company Name and the type of problem you are experiencing.**

### Complaints Procedure

Composite Legal Expenses and 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 by calling 0871 423 5240, emailing [complaints@composite-legal.com](mailto:complaints@composite-legal.com) or writing to Composite Legal Expenses, Suffolk House, Trade Street, Cardiff CF10 5DT.

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

Composite Legal Expenses and AmTrust Europe are both authorised and regulated by the Financial Services Authority.

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