

## Forum of Private Business - insurance policy summary

### Introduction

Some important facts about this legal expenses insurance policy are summarised below. This summary does not describe all of the terms and conditions of the policy. To ensure you fully understand the cover provided by this policy, we recommend that you read this document alongside the full policy wording.

### Insurer

This legal expenses insurance policy has been arranged by Qdos Broker & Underwriting Services Limited and is underwritten by UK Underwriting Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. You can check this on the FSA register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by calling them on 0845 606 1234.

Sections of cover	Relevant policy section
<p><b>Employment disputes</b></p> <p>This policy will cover:</p> <ul style="list-style-type: none"> <li>• representation costs incurred in defence of a dispute with a present, past or future employee; and</li> <li>• the cost of a basic or compensatory award ordered to be paid by an Employment Tribunal following a dispute with an employee;</li> </ul> <p>provided you contact the advisory helpline service from the outset of the dispute and follow the advice given, and provided we have given our prior written acceptance of your claim.</p> <p>It is a condition precedent to the insurer's liability that you seek and follow the advice from the advisory helpline service as soon as you become aware of a situation that may give rise to an employment dispute, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• prior to carrying out any disciplinary procedure or action or suspension of an employee;</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>• if an employee walks out, with or without written notice;</li> <li>• upon notification, formally or informally, of a grievance from a present or former employee;</li> <li>• upon receipt of an appeal from a present or former employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss;</li> <li>• prior to any adverse variation of the terms and conditions of employment;</li> <li>• upon notification, formally or informally, of a complaint of sexual, racial or religious discrimination, or discrimination relating to disability, age or sexual orientation;</li> </ul>	<p>Section of cover 1</p>
<p><b>Health and safety prosecutions</b></p> <p>This policy will cover the costs incurred in defence of a criminal prosecution arising from:</p> <ul style="list-style-type: none"> <li>• health and safety at work and occupational hygiene;</li> <li>• food safety hygiene and food legality;</li> <li>• supply of safe goods;</li> <li>• the Carriage of Dangerous Goods Regulations;</li> <li>• an appeal against the service of an Improvement Notice or a Prohibition Notice.</li> </ul>	<p>Section of cover 2</p>
<p><b>Tax protection</b></p> <p>Costs incurred in dealing with a HM Revenue &amp; Customs (HMRC) full enquiry, which is a HMRC enquiry that includes a request to examine all of your books and records. Cover is also provided in the event of a PAYE dispute which arises following a compliance review by HMRC into the operation of PAYE, and cover in the event of a VAT dispute following a VAT visit undertaken by HMRC.</p>	<p>Section of cover 3</p>
<p><b>Criminal prosecutions</b></p> <p>Costs incurred defending legal proceedings in a Court of criminal jurisdiction in respect of any act or omission or alleged act or omission. Cover is not provided for a prosecution brought in connection with the road traffic laws, or in connection with the ownership, driving or use of a motor vehicle.</p>	<p>Section of cover 4</p>

<p><b>Statutory licence protection</b></p> <p>The cost of an appeal or representation to the relevant authority following an act or omission which leads to the removal of a statutory licence.</p>	Section of cover 5
<p><b>Jury service</b></p> <p>The cost of the insured's salary or an employee's salary for any period for which the insured or their employees are obliged to attend court for jury service where the cost is not recoverable from the relevant court, up to a maximum of £100 per day and limited to a maximum of £1,000 for any one claim.</p>	Section of cover 6
<p><b>Property disputes</b></p> <p>The cost incurred in any dispute or legal proceedings, including those relating to the physical possession of the property, the terms of the insured's tenancy regarding use or maintenance of the property, provided the insured will suffer financial loss if the defence or pursuit of the legal proceedings is not fulfilled. Cover excludes disputes relating to a tenant's negligence, damage or nuisance to the property.</p>	Section of cover 7
<p><b>Data protection</b></p> <p>Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that the insured is already registered with the Data Protection Commissioner.</p>	Section of cover 8
<p><b>Personal injury</b></p> <p>Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person.</p>	Section of cover 9
<p><b>Wrongful arrest defence</b></p> <p>The cost of defending civil proceedings against the insured in relation to allegations of wrongful arrest or malicious prosecution.</p>	Section of cover 10

<p><b>Primary exclusions and limitations</b></p>	Relevant policy section
<p>The insurer will not be liable for any:</p> <ul style="list-style-type: none"> <li>benefit due under a contract of employment;</li> <li>statutory or contractual payment due in respect of redundancy;</li> <li>compensatory award made against the insured relating to or arising from trade union activities;</li> <li>compensatory award specified in a re-instatement or re-engagement order;</li> <li>award made as a result of the failure of the insured to issue the employee with a written statement of the terms of their employment, or compliant written details of the employer's disciplinary and grievance procedures;</li> <li>claim where the insured did not seek advice from the advisory helpline service;</li> </ul>	Exclusions to section 1
<p>The insurer will not be liable for costs arising from or relating to the defence of a criminal prosecution:</p> <ul style="list-style-type: none"> <li>deliberately or intentionally solicited by the insured unless subsequently acquitted of such offence;</li> <li>where the insured has pleaded guilty and/or admitted liability;</li> <li>which does not arise out of the normal business activities of the insured;</li> <li>relating to the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.</li> </ul>	Exclusions to section 2
<p>Any tax avoidance scheme undertaken by the insured. Any 'aspect enquiry' (an investigation by HRMC into one or more specific aspects of the insured's self-assessment tax return). Any work in connection with the normal reconciliation of annual accounts and VAT returns Any criminal prosecution.</p>	Exclusions to section 3
<p>Any legal proceedings relating to the insured's prosecution for infringement of road traffic laws or regulations.</p>	Exclusions to section 4

Significant conditions applicable to this policy	Relevant policy section
<p>The following are conditions which must be met before the insurer will accept liability for any claim made against this policy. The insured must:</p> <ul style="list-style-type: none"> <li>• provide all employees with a written statement of the terms of their employment;</li> <li>• provide all employees with compliant written details of the insured's disciplinary and grievance procedures and health &amp; safety policy and operate these procedures consistently;</li> <li>• adhere to the minimum requirements of statutory employment and health &amp; safety legislation; and,</li> <li>• seek and follow the guidance of outsourced professional support in respect of complex cases (e.g. multiple redundancies) where recommended by the advisory helpline service.</li> </ul> <p>The advisory helpline service is available to assist in advising the insured on the necessary procedures, documentation and any additional support required to meet the above conditions.</p>	<p>Conditions precedent to the liability of the insurer</p>

General exclusions
<p>The insurer shall not be liable for:</p> <ul style="list-style-type: none"> <li>• an insured event reported more than 90 days after its time of occurrence;</li> <li>• any claim relating to or arising from any event or circumstance occurring prior to or existing at inception of this policy;</li> <li>• fees, costs and/or awards incurred prior to the insurer's written acceptance of a claim;</li> <li>• causes of action intentionally brought about by the insured;</li> <li>• any claim which, in the insurer's opinion, is believed not to have reasonable prospects of achieving a satisfactory outcome;</li> <li>• legal expenses which can be recovered by the insured under any other insurance;</li> <li>• fines, damages or other penalties, which the insured is ordered to pay by a court or other authority;</li> <li>• disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.</li> </ul>

## Limits of indemnity

This legal expenses insurance cover will indemnify you in respect of legal fees incurred up to £75,000 per section of cover, per annum. For claims against Section 6 - Jury service, cover is limited to a maximum of £100 per day, £1,000 per claim.

## Excesses applicable

Nil excess applies as standard to claims made against this policy, except where you appoint a representative other than that selected by Qdos, in which case you will be required to pay an increased excess of £2,500.

## Period of insurance

Your legal expenses insurance cover will commence on the inception date of your membership of the Forum of Private Business and will continue for as long as you remain a member of the Forum. If your membership is cancelled, expires or is not renewed, all cover under the legal expenses insurance policy will cease and you will lose any right to claim.

## Cancellation right

This policy may be cancelled in writing at any time by giving immediate written notice to the insurer. The insurer may also cancel this policy by giving 30 days' written notice to you. In the event of cancellation, you will be entitled to a full refund of the premium if the policy is cancelled within the first 14 days, or a refund of a proportionate part of the premium corresponding to the unexpired period of insurance where the policy is cancelled after the first 14 days. There will be no refund of premium if you have notified a claim during the period of insurance.

## Making a claim

Claims should be notified via the telephone advisory service or in writing to:

Claims Department  
Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire  
LE9 7LY

Tel: 01455 850000  
Fax: 01455 841000

## How to make a complaint

We hope that you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim, please write to the Chief Executive Officer at:

Qdos Broker & Underwriting Services Limited  
Qdos Court  
Rossendale Road  
Earl Shilton  
Leicestershire  
LE9 7LY

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2 million and have fewer than 10 members of staff. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

Tel: 0845 080 1800  
Fax: 020 7964 1001

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights, contact your local authority Trading Standards Service or Citizens Advice Bureau.

## Financial Services Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

# \*\*\* UPGRADE AVAILABLE \*\*\*

For an additional premium, you can upgrade the legal expenses insurance provided as a benefit of your membership of the Forum of Private Business to cover the following:

## Tax protection - aspect enquiry cover

The tax protection provided under the standard Forum of Private Business policy is extended to include cover in respect of aspect enquiries. Cover is extended to indemnify the insured against professional fees incurred in defence of an HMRC investigation into one or more specific aspects of the insured's self-assessment tax return. The enhanced policy allows the insured to choose whether they are represented by their own accountant (subject to insurers' acceptance) or by Qdos in the event of a tax enquiry.

## Debt recovery

Provides cover for legal fees incurred in the pursuit of legal proceedings arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services.

## Contract cover

Provides cover for legal fees incurred in the pursuit or defence of legal proceedings made by or brought against you in a contractual dispute relating to a contract for the sale or hire of goods or a contract for the supply of a service.

## Restrictive covenants

Provides cover for legal fees incurred in pursuit of legal proceedings against an employee or former employee who has breached restrictions contained within their written contract of employment.

## Motor disputes

Provides cover for legal fees incurred in pursuit or defence of legal proceedings between you and a customer/supplier relating to the hire, purchase, lease, service, repair or test of a motor vehicle for which you are legally responsible, and any pursuit to recover damages following a road traffic accident.

## Insolvency fees

Provides cover for the fees of an insolvency practitioner where the insured has insufficient assets to cover such fees. Cover is limited to a maximum of 50% of fees in the event of personal insolvency and £10,000 in the case of limited company insolvency.

**For more information and to take out enhanced legal expenses insurance, go to [www.fpb.org/enhancedLEI](http://www.fpb.org/enhancedLEI) or call 0845 130 1722.**