



Forum of Private Business - insurance policy summary

Introduction

Some important facts about this enhanced legal expenses insurance policy are summarised below. This summary does not describe all 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.

Telephone advice line

Policyholders have telephone access to Qdos consultants, who are available to provide practical advice on taxation, VAT, employment, health and safety, and general legal issues. The service is available weekdays between 9am and 5.30pm.

Insurer

This enhanced 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. This can be checked on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register or by calling them on 0845 606 1234.

Significant features and benefits

In addition to the cover provided by the Forum's standard legal expenses insurance policy, this enhanced legal expenses insurance provides indemnity for costs incurred in defence in legal and tax matters as listed below:

Sections of cover	Relevant policy section
<p>Tax protection - aspect enquiry cover</p> <p>The protection provided under the Forum's standard legal expenses insurance policy is enhanced by the addition of cover in respect of HM Revenue & Customs (HMRC) aspect enquiries.</p> <p>Cover under this section is extended to indemnify you against professional fees incurred in defence of an HMRC investigation into one or more specific aspects of your self-assessment tax return.</p> <p>This cover allows you to choose whether you are represented by your own accountant (subject to insurers' acceptance) or by Qdos in the event of a tax enquiry.</p>	Section of cover 1
<p>Debt recovery</p> <p>Covers 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, provided that:</p> <ul style="list-style-type: none">the amount in dispute exceeds £500;you notify the claim within three months of the debt becoming due and payable;you have exhausted all reasonable credit control and accounting procedures;the insurer is satisfied that the defendant has sufficient assets to satisfy any judgement debt. <p>The maximum number of claims that can be notified under this section of cover during the period of insurance is limited to five (5).</p>	Section of cover 2
<p>Contract cover</p> <p>Covers 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, provided that:</p> <ul style="list-style-type: none">the amount in dispute exceeds £1,000;the cost of such a dispute or defence is limited to 75% of the amount in dispute.	Section of cover 3
<p>Restrictive covenants</p> <p>Covers the cost of pursuit of legal proceedings against an employee or former employee of the insured who has breached restrictions contained within their written contract of employment.</p>	Section of cover 4

<p>Motor disputes</p> <p>Covers the costs of pursuit or defence of legal proceedings between you and a customer or supplier relating to the hire, purchase, lease, service, repair or test of a motor vehicle for which you are legally responsible, and any pursuit by you to recover damages following a road traffic accident.</p>	<p>Section of cover 5</p>
<p>Insolvency fees</p> <p>Covers the fees of an insolvency practitioner where you have 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.</p>	<p>Section of cover 6</p>

<p>Primary exclusions and limitations (in addition to those of the Forum's standard legal expenses insurance policy)</p>	<p>Relevant policy section</p>
<p>Tax protection - aspect enquiry cover</p> <p>This policy will not cover any dispute which arises within 30 days of inception of this policy.</p>	<p>Exclusions to section 1</p>
<p>Debt recovery</p> <p>This policy will not cover disputes relating to:</p> <ul style="list-style-type: none"> the recovery of a disputed debt; a lease or tenancy of land or buildings; the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft. 	<p>Exclusions to section 2</p>
<p>Contract cover</p> <p>This policy will not cover disputes relating to:</p> <ul style="list-style-type: none"> an undisputed debt owed to the insured; the amount an insurance company should pay to settle an insurance claim or the method of settlement the letting or tenancy of a property; the construction, extension, alteration, demolition, repair, renovation or refurbishment of any property; the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft. 	<p>Exclusions to section 3</p>
<p>Motor disputes</p> <p>This policy will not cover:</p> <ul style="list-style-type: none"> any criminal prosecution relating to the ownership or use of a motor vehicle; any dispute arising during the first 90 days of the first Period of Insurance. 	<p>Exclusions to section 5</p>
<p>Insolvency fees</p> <p>This policy will not cover:</p> <ul style="list-style-type: none"> a bankruptcy or compulsory liquidation; fees of an insolvency practitioner where there is an indication that the directors or proprietors of the insured have acted illegally. 	<p>Exclusions to section 6</p>

<p>General exclusions</p> <p>The insurer will not pay legal expenses arising from or relating to:</p> <ul style="list-style-type: none"> any dispute which arises within 90 days of inception of this policy (all sections excluding Section 3. Tax Protection) fees costs and disbursements incurred prior to the written acceptance of a claim; patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements; legal expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any data as its true calendar date; legal expenses incurred before the insurer agrees to pay them on our behalf or where you pursue or defend a case without the agreement of the insurer.

Duration of cover

This policy will expire one calendar year from the date it was issued.

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.