

Small Business Shop Summary of Cover **LEGAL EXPENSES**

What is a Summary of Cover

This Summary of Cover was written to provide you with the main features of Legal Expenses insurance. The purpose of the document is to help you understand how legal expenses insurance can protect you and your business without having to read the full policy wording. But please note that this document does not contain the full terms and conditions of your policy. You can find the full terms and conditions of your policy here:

www.travelers.co.uk/small-business-insurance/terms-conditions.aspx.

Insurer details

The Legal Expenses insurance is underwritten by DAS Legal Expenses Insurance Company Limited.

What is covered

Legal Expenses insurance is designed to help protect your business and employees during everyday legal disputes, providing support, advice and cover against legal costs. The policy will pay legal costs including solicitors' and barristers' fees, court costs, expenses for expert witnesses, attendance expenses and accountants' fees. It will also pay the costs of appealing or defending an appeal.

If you have a legal problem, such as:

- Employee dispute;
- Health and Safety issue or prosecution;
- Property damage, tenancy agreement dispute, nuisance or trespass;
- Contract dispute over the sale or purchase of goods and services;
- HMRC tax enquiry.

DAS give you:

- Unlimited access to legal and tax helplines;
- Unlimited use of an online legal document drafting;
- Exclusive discounts on additional pay-as-you-go legal services, e.g. reviewing contracts.

DAS will:

- Find a specialist lawyer to act for your business, pay to your lawyer to cover legal costs, including the other side's if you lose;
- Pay employment compensation awards.

What isn't covered - significant exclusions or limitations

You cannot:

- Claim for problems or disputes that started before you bought the policy;
- Claim for legal costs or expenses that happen before your claim is accepted (e.g. the cost of consulting your own lawyer).

DAS will not:

- Continue with your claim if your lawyer doesn't think you will be successful (excluding employment and legal defence claims).

What you are to do

- The information you have given is important, as it is used in setting the terms and premium for your insurance. You must take care when answering any questions asked and ensure that all information provided is accurate and complete.
- If it is established that you've deliberately or recklessly provided false or misleading information this insurance will be treated as if it never existed and all claims will be declined.
- If it is established that you carelessly provided false or misleading information it could adversely affect your insurance and any claim.
- If you, or anyone acting on your behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance will become invalid and the claim or subsequent claim will not be paid.
- You must read the conditions set out in the terms and conditions of your policy. If you fail to comply with them, your claim may not be paid.
- You must take reasonable steps to prevent claims and comply with your statutory obligations.
- If you are making a claim, you must follow the requirements set out in the terms and conditions of your policy.

Policy period

Your insurance policy has a 12-month cover period.

Cooling-off period, cancellation and instalments

You have 14 days from the date you receive your insurance documentation to notify us if you want to cancel your policy. If you cancel your policy during this period we will refund in full any premium you have paid as long as you have not made a change to your policy during the cooling-off period or made a claim.

You may cancel your policy at any time after the cooling-off period by giving notice in writing. Any premium you have paid for the remaining period of insurance will be refunded as long as you have not made any claim.

Your policy may be cancelled at any time by giving you 30 days' notice in writing. Any premium paid for the remaining period of insurance will be refunded as long as you have not made any claim.

If you are paying by instalments and your credit agreement has been terminated, your policy will be cancelled. Your period of cover will equate to the period for which premium instalments have been paid.

If you are paying by instalments and you make a claim or provide notification of a possible claim, the annual premium remains due in full. Any outstanding premiums will be deducted from any claim amounts that may be due to you.

If you are paying the premium in full, your policy may be cancelled if any premium remains unpaid 14 days after the due date. You will be given 7 days' notice in writing and cover will cease on the date that the premium was due.

Alterations during the policy year

No administration fees will be applied.

If you alter your policy during the policy year which results in you having to pay an additional premium, you will only be charged you that additional premium if it exceeds £5.00 (without any IPT).

If you alter or cancel your policy during the policy year which results in a return of some premium to you, the premium will not be returned if it is less than £5.00 (without any IPT). If you cancel your policy, you will receive all of the resulting return premium as long as you have not made any claim.

If the e-mail address you provided has changed, you should provide the new e-mail address.

Law and language

The Law applicable to this policy is the law of England and Wales or the law of Scotland if your registered address is in Scotland.

The language in this policy and any communication relating to it will be English.

What to do to make a claim

If your issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone DAS on 0800 587 8353 and they will give you a reference number. At this point they will not be able to tell you whether the claim is covered or not but they will pass the information you have given them to the claims-handling teams of DAS and explain what to do next.

Please do not ask for help from a lawyer, accountant or anyone else before DAS have agreed that you should do so. If you do, DAS will not pay the costs involved even if they accept the claim.

What to do if you have a complaint

DAS always aim to give you a high quality service. If you think they have let you down, please write to their Customer Relations Department at their DAS Head Office address.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH.

Or you can phone DAS on 0844 893 9013 or email them at customerrelations@das.co.uk.

Details of their internal complaint-handling procedures are available on request.

If you are still not satisfied, and are a small business, you can contact the Insurance Division of the Financial Ombudsman Service at:

Exchange Tower, Harbour Exchange Square, London, E14 9SR.

You can also contact them on: 0800 023 4567 (free from a landline), 0300 123 9123 (free from some mobile phones) or email them at:

complaint.info@financial-ombudsman.org.uk.

Website: www.financial-ombudsman.org.uk.

Your complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. You can contact the Legal Ombudsman Service at: PO Box 6806, Wolverhampton, WV1 9WJ.

You can also contact them by telephone on 0300 555 0333 or email them at: enquiries@legalombudsman.org.uk.

Website: www.legalombudsman.org.uk.

Using these services does not affect your right to take legal action.

Compensation

If DAS are unable to meet our liabilities to policyholders, you may be able to claim compensation from the Financial Services Compensation Scheme.

More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk.

Regulatory information

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274.

Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and

regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

DAS Law Limited Head and Registered Office:

DAS Law limited,
North Quay, Temple Back, Bristol BS1 6FL
Registered in England and Wales, number 5417859
Website: www.daslaw.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority. Registered number 423113.