



# Qdos Legal Expenses Insurance Policy Summary



## Introduction

Some important facts about Qdos Legal Expenses Insurance are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording. A copy of the full Policy Wording is held by Qdos and is available on request.

## Telephone advice line

Policyholders have telephone access to Qdos consultants who are available to provide practical advice on Taxation, VAT, Employment, Health & Safety and General Legal Issues. The service is available weekdays between 8:30am to 5:30pm.

## QED Online

Policyholders have access to Qdos' own web-based service which provides practical guidance on human resource and health & safety compliance issues.

## Insurer

This legal expenses insurance policy has been arranged by Qdos Broker & Underwriting Services Limited on behalf of Groupama Insurance Company Limited. Qdos Broker & Underwriting Services Limited and Groupama Insurance Company Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

## Type of insurance and cover provided

Qdos Legal Expenses Insurance offers protection for costs of defence in legal and tax matters as listed below:

## Significant features and benefits

| Sections of cover – This Policy Will Cover  | Relevant policy section |
|---|-------------------------|
| <b>Employment disputes</b><br>Representation costs incurred in defence of a dispute with a worker, and the cost of a basic or compensatory award ordered to be paid by an Employment Tribunal following a dispute with a worker, provided the insured contacts the telephone advice line from the outset of the dispute and follows the advice given and provided we have given prior written consent.  | 1                       |
| <b>Health &amp; Safety prosecutions</b><br>Costs incurred defending a health and safety criminal prosecution.   | 2                       |
| <b>Tax protection</b><br>Costs incurred dealing with a H M Revenue & Customs (HMRC) full enquiry which is a HMRC enquiry that includes a request to examine all of the insured's books and records or a HMRC aspect enquiry which is a HMRC enquiry that does not include a request to examine all of the insured's books and records. Cover 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. | 3                       |
| <b>Criminal prosecutions</b><br>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 included for a prosecution brought in connection with the road traffic laws or in connection with the ownership, driving or use of a motor vehicle.   | 4                       |
| <b>Statutory licence protection</b><br>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.  | 5                       |
| <b>Jury service</b><br>The cost of the insured's salary or an employees 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, for up to a maximum of £100 per day and limited to a maximum of £1,000 for any one claim.  | 6                       |

|   |    |
|---|----|
| <p><b>Property disputes</b><br/>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 property use or maintenance, 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 tenants negligence, damage or nuisance to the property.</p>  | 7  |
| <p><b>Data protection</b><br/>Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that the policyholder is already registered with the Data Protection Commissioner.</p>   | 8  |
| <p><b>Personal injury</b><br/>Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person.</p>   | 9  |
| <p><b>Debt recovery</b><br/>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> <p>a) The amount in dispute exceeds £500.<br/>b) The insured notifies the claim within three months of the debt becoming due and payable.<br/>c) The insured has exhausted all reasonable credit control and accounting procedures.<br/>d) The insurer is satisfied that the defendant has sufficient assets to satisfy any judgment debt.</p> <p>The insurer has the right to select the method of enforcement. The maximum number of claims that can be notified during the period of insurance is limited to five.</p> | 10 |
| <p><b>Contract cover</b><br/>The pursuit or defence of legal proceedings made by or brought against the insured 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> <p>a) The amount in dispute exceeds £1000<br/>b) The cost of such a dispute or defence is limited to 75% of the amount in dispute</p>   | 11 |
| <p><b>Restrictive covenants</b><br/>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>   | 12 |
| <p><b>Motor disputes</b><br/>The costs of pursuit or defence of legal proceedings between the insured and a customer/supplier relating to the hire, purchase, lease, service, repair or test of a motor vehicle for which the insured is legally responsible, and any pursuit by the insured to recover damages following a road traffic accident.</p>  | 13 |
| <p><b>Insolvency fees</b><br/>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.</p>  | 14 |
| <p><b>Wrongful arrest defence</b><br/>The cost of defending civil proceedings against the insured in relation to allegations of wrongful arrest or malicious prosecution.</p>   | 15 |

### Significant exclusions or limitations

| <p><b>Primary exclusions and limitations of this policy.</b><br/>Legal costs and expenses relating to the following will not be covered</p>                         | <p><b>Relevant Policy Section</b></p>    |
|---|--|
| <p>Any dispute which arises within 90 days of inception of this policy.<br/>Any compensatory award made against the insured relating to trade union activities.</p> | <p>All sections, excluding Section 3</p> |
| <p>Any dispute which arises within 30 days of inception of this policy.<br/>Any criminal prosecution.</p>   | 3  |
| <p>Any legal proceedings relating to the insured's prosecution for infringement of road traffic laws or regulations.</p>  | 4  |

**General exclusions - The insurer will not pay legal expenses arising from or relating to: -**

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 recognize, 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 the insured pursues or defends 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

We hope policyholders are happy with the cover this policy provides. However, policyholders have the right to cancel it within 14 days of receiving the policy. The insurer may also cancel this policy at any time by giving 30 days notice. In the event of cancellation the Insured will be entitled to a full refund of premium if the Policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired Period of Insurance where the Policy is cancelled after the first 14 days. There will be no refund of premium if the Insured has notified a Claim during the Period of Insurance.

### Making a claim

Claims should be notified to Qdos on the telephone advice line or in writing to the Legal Expenses Insurance Claims Department at:

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

Telephone: 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 but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

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

Telephone: 0845 080 1800  
Fax: 0207 964 1001

Please note you have 6 months from the date of our final response in which to refer to your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

### Compensation Scheme

Groupama Insurance Company 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 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.