



Legal Protection *Insurance*

Policy Wording

Qdos | **Business insurance.** *It's our thing.*

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In this document, you'll find all the information about this policy including what it covers, what's excluded, and your responsibilities as the 'Insured'.

Please refer to your Policy Schedule for the specifics of your policy, including policy limits, sums insured, period of insurance, and excess.

Good to know

This insurance policy has been arranged by Qdos Contractor and is underwritten by HCC International Insurance Co PLC.

Please check your documents carefully to ensure you understand the limitations of your cover and that this policy meets your requirements.

If you notice any error or need further clarification, please contact your Qdos Account Manager or our customer services team.

Need to make a claim?

If you need to make a claim, contact us via phone or email using the following details:

Telephone: 0116 478 3419

Email: claims@qdoscontractor.com

Please notify Qdos as soon as possible in the event of a claim, or circumstances which could give rise to a claim.

For full details, please see the Claims Conditions set out on Pages 17-21.

**Qdos Legal Advice Line:
0116 478 3418**

Qdos Contractor is a trading name of Qdos Broker & Underwriting Services Limited, authorised and regulated by the Financial Conduct Authority.

HCC International Insurance Co PLC is registered in England and Wales No. 01575839 Registered office at 1 Aldgate, London, England EC3N 1RE. HCC International Insurance Co PLC is authorised and regulated by the Prudential Regulation Authority and is regulated by the Financial Conduct Authority. This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting them on 0800 111 6768.

Understanding your policy

Use the following definitions to fully understand your Policy Wording. Where a word or term in this Policy Wording appears in bold, it should be interpreted as follows:

Accountant or Bookkeeper

The **Insured's** accountant, bookkeeper or other appropriately qualified person responsible for the preparation and submission of the **Insured's** tax returns or accounts

Acts of parliament

All **Acts of Parliament** referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the **Territorial Limits**.

Any one claim

All **Claims** consequent upon the same original cause, event or circumstance.

Appointed representative

A solicitor, accountant or other appropriately qualified person or firm who is appointed by the **Insurer** or **Qdos** to represent the **Insured** in accordance with the terms of this Policy.

Awards of compensation

Basic and Compensatory Awards and compensation for unlawful discrimination made against the **Insured** by an Employment Tribunal or settlement thereof subject to the consent of **Qdos** but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay, or Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The **Insurer** will

not pay any fine, awards or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The **Insurer** will not pay any redundancy payment or monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.

Claim

A Claim under the Policy for **Fees and Expenses, Awards of compensation, Jury service allowance** or Witness Attendance Allowance.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Contracting party

A person, firm or company domiciled within the **Territorial limits** with whom the **Insured** has a direct contractual relationship.

Debt collection service

The **Debt collection service** nominated by **Qdos**.

Due date

The date monies owed to the **Insured** first become due for payment.

Electronic Data

Facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee

Any person under a contract of service with the **Insured**.

Excess

The amount specified in the Policy Schedule which the **Insured** must pay in respect of **Fees and Expenses** and/or **Awards of compensation** in respect of **Any one claim** before the **Insurer** shall be liable to make any payment.

Injury

Physical bodily injury or death.

Insured

The Company, firm, partnership, or trading individual specified in the Policy Schedule and, at the **Insured's** request, any **Employee** including a director or partner of the **Insured**.

Insured event

In respect of Sections 1 to 11; An event, act or omission giving rise to a **Claim** against the Policy.

In respect of Section 12: Tax Enquires; The **Insured's** receipt of a notification in writing by HMRC of an enquiry or disputes as covered by this Policy.

Insurer

HCC International Insurance Co PLC.

Jury service allowance

The amount of money per day the **Insured** is liable to pay the **Employee** each day they attend on jury service less any recovery from the Court.

Fees and Expenses

1. Fees include:
 - any professional fees, expenses and other disbursements reasonably incurred by the **Appointed representative** with the consent of **Qdos**; and;
 - any costs incurred by other parties insofar as the **Insured** is held liable to pay such costs under a settlement made with another party with the consent of **Qdos** but excluding any costs which the **Insured** may be ordered to pay by a court of criminal jurisdiction.
2. Witness Attendance Allowance includes the amount of money the **Insured** is liable to pay an **Employee** each day they are required by the **Appointed representative** to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in **Any one claim**.

Legal Proceedings

The pursuit or defence of Legal Proceedings in a court of suitable jurisdiction made by or brought against the **Insured**, including appealing or defending an appeal against a judgment made in proceedings funded by this insurance, within the jurisdiction of a court or other body within the **Territorial Limits**.

Limit of Indemnity

In respect of Sections 1 to 11: The maximum amount payable by the **Insurer** in respect of **Any one claim** and in aggregate for all **Claims** made during any **Period Of Insurance** in respect of any one **Insured**, as specified in the Policy Schedule.

In respect of Section 12: The amount specified in the Policy Schedule as the maximum amount payable by the **Insurer** in respect of **Any one claim**.

Notification Period

The 30 day period commencing on the first day following the expiry of the **Period of Insurance** during which a claim can be notified, provided the notification is in respect of an **Insured Event** that occurred during the **Period of Insurance**.

Period Of Insurance

As specified in the Policy Schedule.

Property

Land and/or buildings owned or occupied by the **Insured** or otherwise for which the **Insured** is legally responsible.

Qdos

Qdos Broker & Underwriting Services Limited trading as Qdos Contractor, who administers and manages this insurance on behalf of the **Insurer**.

Tax Avoidance Scheme

A mechanism that implements strategies involving artificial transactions and/or business structures that have little or no commercial effect other than producing a tax advantage, regardless of whether or not the scheme has been registered under the DOTAS rules. For the avoidance of doubt, this definition would not apply to a Limited Company found to be in breach of the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).

Territorial limits

England, Wales, Scotland and Northern Ireland.

What's covered

The **Insurer** will indemnify the **Insured** in respect of **Insured Events** covered by this Policy provided that the **Insured Event** occurs within the **Period of Insurance** and the **Territorial Limits**, and provided that the **Claim** is notified to the **Insurer** during the **Period of Insurance**, or **Notification Period**.

Section 1: Employment Disputes

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** and **Awards of compensation** incurred by the **Insured** in defending **Legal Proceedings** brought against the **Insured** by an **Employee, ex-Employee** or prospective **Employee** in respect of their contract of employment with the **Insured** or a breach of employment related legislation.

It is a condition precedent to the **Insurer's** liability that the **Insured** has sought and followed all the advice from the **Qdos Legal Advice Line** as to the process and procedure to be adopted and has received specific authorisation from the **Qdos Legal Advice Line**:

1. prior to carrying out any disciplinary procedure or action or suspension of an **Employee**;
2. prior to dismissal of an **Employee**;
3. prior to instituting a redundancy programme and prior to making an **Employee** redundant;
4. immediately an **Employee** walks out with or without written notice;
5. upon notification formally or informally of a grievance from an **Employee** or **ex-Employee**;
6. upon receipt of an appeal from an **Employee** or **ex-Employee** against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss.

7. prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an **Employee's** remuneration);
8. upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

Exclusions to Section 1

The **Insurer** will not pay:

1. any benefit due under a Contract of Employment.
2. any payment due in respect of redundancy.
3. any compensatory award made against the **Insured** relating to or arising from Trade Union activities including membership or non-membership.
4. any award made because of the **Insured's** failure to provide written reason for dismissal.
5. any compensatory award specified in a re-instatement or re-engagement order.
6. any awards to the extent that they relate to contractual rights accruing to the **Employee, ex-Employee** or prospective **Employee** prior to the actual or alleged breach of the actual or alleged Contract of Employment.

7. any award made as a result of the failure of the **Insured** to issue the **Employee** with a written statement of the terms of employment or to issue the **Employee** with compliant written details of the employer's disciplinary and grievance procedures.
8. any defence of an action for damages in respect of personal **Injury** including stress related matters or loss of or damage to **Property**.
9. any **Claim** where the **Insured** did not seek advice from the **Qdos Legal Advice Line**

Section 2: Health & Safety Prosecutions

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in the defence of a criminal prosecution arising from:

1. Health and safety at work and occupational hygiene including but not limited to the Health and Safety at Work etc Act 1974, COSHH and CHIP regulations.
2. food safety hygiene and food legality including but not limited to the Food Safety Act 1990.
3. the supply of safe goods including but not limited to the Consumer Protection Act 1987, the Food Safety Act 1990 and the Health and Safety at Work etc Act 1974.
4. the Carriage of Dangerous Goods Regulations.
5. an appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work etc Act 1974 or the Health and Safety (Northern Ireland) Order 1978 and their supporting Regulations.

Exclusions to Section 2

The **Insurer** will not pay **Fees and Expenses** arising from or relating to the defence of a criminal prosecution:

1. deliberately or intentionally solicited by the **Insured**, or where an alleged offence involves dishonesty or intentional threatened or actual violence by the **Insured** unless he is subsequently acquitted of such offence,
2. where the **Insured** has pleaded guilty and/or admitted liability,
3. which does not arise out of the normal business activities of the **Insured**,
4. relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft,
5. brought under Road Traffic and Transport Acts (not including the Regulations relating to dangerous goods),
6. brought as a result of unsafe motive power rolling stock or incidents on railway property,
7. relating to any substance in Class 7 (radioactive substances),
8. relating to workplaces on or in a ship within the meaning of S.313 (1) of the Merchant Shipping Act 1995.
9. where the **Insured** fails to provide a Dangerous Goods Safety Advisor as per the Transport of Dangerous Goods (Safety Advisors) Regulations 1999.

Section 3: Criminal Prosecution Defence

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in defending a prosecution against the **Insured** in a court of criminal jurisdiction.

Exclusions to Section 3

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with:

1. any prosecution for criminal damage;
2. any prosecution for offences against the person, including offences of a sexual nature;
3. any prosecution relating to or arising from investigations by HMRC;
4. any prosecution alleging dishonesty;
5. the failure to insure a motor vehicle as required by law;
6. an allegation of speeding or driving whilst under the influence of alcohol and or drugs;
7. any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
8. any alleged deliberate or intentional act unless the charges are dismissed or the **Insured** is acquitted;
9. any **Legal Proceedings** where the **Insured** has pleaded guilty and/or admitted liability;
10. any proceedings, which do not relate to the business activities of the **Insured**.

Section 4: Jury Service Allowance

The **Insurer** agrees to indemnify the **Insured** subject to the **Limit Of Indemnity**, at the **Insured's** daily contract rate, for the number of days that the **Insured** is required to attend jury service following receipt of a

summons from HM Courts & Tribunals Service (or similar authority within the **Territorial Limits**).

At the time of the **Claim** the **Insured** must be able to provide:

- Evidence of their daily contract rate by providing to the **Insurer** a copy of the contract which is in place with their agency or client;
- A copy of the summons issued by HM Courts & Tribunals Service (or similar authority within the **Territorial Limits**) which requests that the **Insured** reports for jury service at a specific Court on a specific date;
- A copy of a court-issued document which evidences the date(s) and duration of the **Insured's** jury service attendance.

Exclusions to Section 4

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with any **Claim** arising from a jury service request served prior to the commencement of this insurance or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request. This exclusion does not apply where the **Insured** was on cover with **Qdos** at the time of the initial jury service request, and there has been no break in cover thereafter.

Section 5: Property Disputes

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in any dispute or **Legal Proceedings** made by or brought against the **Insured**:

1. over the physical possession of the **Property** provided that all statutory and contractual notices have been correctly served by the **Insured**;

- over the terms of a tenancy agreement between the **Insured** and a **Contracting party** relating to the use or maintenance of the **Property** including dilapidations;
provided that the **Insured** will suffer financial loss if the **Insured** fails to pursue or defend the dispute or **Legal Proceedings**.

Exclusions to Section 5

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with:

- any dispute relating to the payment of rent, service charges or any other payments due under the terms of the lease, licence or tenancy agreement between the **Insured** and his landlord;
- the renewal of the lease, licence or tenancy agreement between the **Insured** and his landlord or any dispute arising during a rent review period;
- any dispute relating to planning or building regulations or decisions or compulsory purchase orders or any actual, planned or proposed works by or under the order of any government or public or local authority;
- any dispute where the **Insured** has failed to maintain in full force and effect during a tenancy agreement buildings insurance covering the standard range of perils if the **Insured** was contractually obligated to have such insurance in force;
- a contract dispute other than that of a tenancy agreement with a **Contracting party**;
- a dispute over subsidence or heave howsoever caused.
- any dispute with a tenant relating to the actual or alleged negligence, damage or nuisance to the **Property**.

Section 6: Data Protection

The **Insurer** agrees to indemnify the **Insured** against any **Fees and Expenses** incurred in defending any civil proceedings brought against the **Insured** for compensation under article 82 of the GDPR provided that the **Insured** is already registered with the Information Commission's Office (ICO).

Exclusions to Section 6

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising from or relating to:

- Failure to register as a data controller;
- Prosecution in respect of any actual or alleged fraud or theft of personal data;
- Failure to comply with any legislative requirement concerning the processing of sensitive personal data; or
- Failure to respond to any notice served under data protection legislation.

Section 7: Personal Injury

The **Insurer** agrees to indemnify the **Insured** against any **Fees and Expenses** incurred in pursuit of **Legal Proceedings** to recover damages from a third party who is responsible for an **Injury** sustained by any director, partner, or **Employee** of the **Insured**.

Exclusions to Section 7

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with any **Claim** alleging clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident.

Section 8: Debt Recovery

The **Insurer** agrees to indemnify the **Insured** against any **Fees and Expenses** 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, provided that:

1. the amount in dispute exceeds £500;
2. the **Insurer** is notified of the **Claim** within three months of the debt becoming due and payable;
3. the **Insured** has exhausted all reasonable credit control and accounting procedures;
4. the **Insured** agrees to appoint our nominated **Debt collection service** as the **Appointed representative**;
5. the **Insurer** has the right to select the method of enforcement;
6. the **Insurer** is satisfied that the defendant has sufficient assets to satisfy any judgment debt;
7. the number of **Claims** that can be notified during the **Period Of Insurance** is limited to five.

Exclusions to Section 8

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with:

1. the recovery of a disputed debt;
2. a lease or tenancy of land or buildings;
3. the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

Section 9: Contract Cover

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in the pursuit or defence of any **Legal Proceedings** made by or brought against the **Insured** in a contractual dispute with a **Contracting party** over

a contract for the sale of goods or a contract for the hire of goods or a contract for the supply of a service, provided that:

1. the **Fees and Expenses** incurred in the pursuit of any proceedings be limited to 75% of the amount in dispute;
2. the amount in dispute exceeds £500;

Exclusions to Section 9

The **Insurer** will not be liable to indemnify the **Insured** in respect of **Claims** arising out of or in connection with:

1. an undisputed debt owed to the **Insured**;
2. any licence or franchise agreement;
3. a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
4. the letting or tenancy of a **Property**;
5. the construction, extension, alteration, demolition, repair, renovation or refurbishment of any **Property**;
6. the ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

Section 10: Restrictive Covenants

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in the pursuit of **Legal Proceedings** against an **Employee** or former **Employee** who is in breach of restrictions contained within a written contract of employment signed by the **Employee**.

Section 11: Wrongful Arrest Defence

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred in defending civil proceedings against the **Insured** with regard to allegations of wrongful arrests or malicious prosecution.

Exclusions to Section 11

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Claim** arising out of or in connection with allegations made by or against or on behalf of an **Employee** or **ex-Employee** or any other person working or contracting for the **Insured** whether or not an **Employee**.

Section 12: Tax Enquiries

The **Insurer** agrees to indemnify the **Insured** against **Fees and Expenses** incurred by an **Appointed Representative** in defending a H M Revenue & Customs (HMRC) enquiry and/or dispute, arising from:

1. An enquiry by HMRC into the **Insured's** corporation tax or income tax self-assessment return following the issue of formal notification by HMRC.
2. An enquiry by HMRC into the **Insured** under the Managed Service Company legislation (Chapter 9, Part 2 of the Income Tax (Earnings and Pensions) Act 2003, Social Security Contributions (Managed Service Companies) Regulations 2007).
3. A compliance check or routine inspection undertaken by HMRC into the **Insured's** operation of PAYE.
4. Any challenge in writing by HMRC of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by HMRC into the **Insured's** operation of PAYE.
5. An enquiry by HMRC brought under Chapter 5, Part 5 of the Income Tax (Trading and Other Income) Act 2005.
6. A dispute following a compliance check or routine inspection undertaken by HMRC of the **Insured's** VAT record-keeping;
7. An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations Service of HMRC providing that at the culmination of such investigation it is proved that the **Insured** was not found guilty of dishonesty, fraud or fraudulent intent.
8. An enquiry conducted into the employment status of the **Insured** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).
9. An enquiry by Fraud Investigation Service (FIS) under Code of Practice 8 provided that at the culmination of such enquiry it is proved that the **Insured** was not found guilty of any fraud, fraudulent intent or serious irregularities. The **Insured** shall be responsible for payment of **Fees and Expenses** from the outset of the enquiry, and shall be reimbursed by the **Insurer** if, on conclusion of the enquiry, they are found not guilty of any fraud, fraudulent intent or serious irregularities.

Additional Conditions applicable to Section 12

Capital Gains Valuations

Where a valuation is required as a result of an enquiry involving Capital Gains, the **Insurer** reserves the right to limit fees relating to a qualified valuation specialist to no more than £250 where the tax return in question was submitted without a proper valuation being carried out by a suitably qualified person.

Prepared or Submitted

Where the **Insured's** most recently submitted tax return has significant mis-statements or omissions, any **Claim** as a result of an enquiry into that return may be restricted by **Insurers** to an amount that would have been payable had there been no significant mis-statements or omissions, the Insured will then be liable for the difference in **Fees and Expenses**.

Exclusions to Section 12

The **Insurer** shall not be liable to indemnify the **Insured** in respect of any **Claim** arising out of or in connection with:

2. an enquiry into an **Insured's** tax return or an amendment to an **Insured's** tax return or any other statutory return that was not submitted within the statutory time limits. In order for the statutory return to be regarded as having been submitted within the statutory time limits, HMRC must have agreed this to be the case and the filing date must not allow HMRC the right to extend their enquiry window beyond the normal time limits.
3. an enquiry into a **Insured's** tax affairs, if in the absence of a tax return HMRC has not been notified of chargeability to tax, within the statutory time limits.
4. any enquiry following the correction of a self-assessment return where the error requiring rectification was due to a deliberate act by the **Insured** or the **Insured's Accountant or Bookkeeper**, or where the **Insured** refuses HMRC's reasonable request for rectification of the self-assessment return.
5. the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any **Fees and Expenses** incurred for the routine presentation of the **Insured's** affairs, including the reconciliation of annual accounts with VAT returns.
6. any taxes, interest, penalties and fines or any other duties, which may be imposed upon the **Insured**.
7. a **Tax Avoidance Scheme**.
8. any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002.
9. any H M Revenue & Customs enquiry and/or dispute relating to the tax affairs of an **Employee**
10. any H M Revenue & Customs enquiry and/or dispute relating to the tax affairs of a director or partner of the **Insured**, where said director or employee has income from sources outside of the **Insured** of more than £15,000 per annum.

What isn't covered

No indemnity is provided in respect of:

1. any dispute arising during the first 90 days of the first **Period Of Insurance**, unless the **Claim** is under Sections 4 or 12 or it can be evidenced that the **Insured** held an equivalent policy immediately prior to the inception of this policy.
2. a **Claim** reported outside the **Period Of Insurance**, or **Notification Period**.
3. any dispute, enquiry, or **Legal Proceedings** made, brought or commenced outside the **Territorial Limits**.
4. any **Claim** relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which has or which the **Insured** knew or ought reasonably to have known may give rise to a **Claim** or **Insured Event**.
5. patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. Any loss, liability, cost or expense, consequential loss directly or indirectly caused by, contributed to, by or arising from:
 - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b. the radioactive, toxic, or explosive or other hazardous properties of any explosive nuclear assembly or weapon or any nuclear component of such assembly or weapon.
7. **Fees and 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.
8. disputes relating to written or verbal remarks, which damage the **Insured's** reputation.
9. causes of action intentionally brought about by the **Insured**.
10. any **Claim** which, in the **Insurer's** opinion, or the **Appointed representative's** opinion, is believed not to have reasonable prospects of achieving the result for which **Legal Proceedings** are contemplated.
11. for any **Fees and Expenses**, or other disbursements incurred in respect of work undertaken on behalf of the **Insured** by any firm, professional, or **Appointed Representative**, unless Qdos or the **Insurer** has explicitly consented in writing
12. any **Claim** where the **Insured**, in the reasonable opinion of the **Insurer**, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the **Appointed representative** or withdrawing from the case.
13. **Fees and Expenses** which can be recovered by the **Insured** under any other insurance or which would have been covered if this policy did not exist except for any amount in excess of that which would have been payable under such other insurance.

14. fines, damages or other penalties, which the **Insured** is ordered to pay by a Court or other authority.
15. **Fees and Expenses** relating to any judicial review, unless the **Claim** relates to Section 12 Tax Enquiries where cover will be provided for an application for a Judicial Review
16. any **Claim** for **Fees and Expenses** when the **Insured** is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a Deed of Arrangement or part or all of the **Insured's** affairs or property are in the care or control of a receiver or an administrator.
17. any dispute with the **Insurer** or **Qdos**.
18. any rights conferred by the Third Parties (Rights Against Insurers Act) 1930.
19. the defence of the **Insured** in civil **Legal Proceedings** arising from:
 - a. **Injury** or disease including psychiatric Injury or stress;
 - b. loss, destruction, or damage of or to **Property**;
 - c. alleged breach of professional duty;
 - d. any tortious liability (other than specified in Section 5 Property Disputes).
20. disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
21. any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
22. any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
23. any consequence, howsoever caused, of **Electronic Data** being lost, destroyed, distorted, altered, or otherwise corrupted by any source including but not limited to **Computer Virus**.

General Conditions

A. Arbitration

Any dispute or difference of any kind between the **Insurer** or **Qdos** and the **Insured** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties.

B. Cancellation

This Policy may be cancelled in writing at any time by the **Insured** by giving immediate written notice to **Qdos**. The **Insurer** or **Qdos** may also cancel this Policy by giving 30 days written notice to the **Insured**. 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**.

C. Insured's responsibilities

The **Insured** must notify the **Insurer** as soon as is reasonably possible of any change in the information given to them which may affect this insurance or any circumstances which may give rise to a **Claim**. Failure to do so may invalidate the **Insured's** insurance or may result in cover not operating fully. The **Insurer** reserves the right to alter the terms,

charge an additional premium or cancel this insurance should they become aware of any fact, which may affect the cover provided by this insurance. The **Insured** must:

1. observe the terms and conditions of this insurance.
2. try to prevent any incident that may give rise to a **Claim**.
3. take all reasonable steps to minimise the amount payable by the **Insurer**.

D. Assignment

This Policy of insurance is between and binding upon the **Insurer** and the **Insured** and their respective successors in title, however the Policy may not be otherwise assigned by the **Insured** without prior written consent.

E. Waiver

If the **Insurer** fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

F. Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which the **Insured's** main residence is situated.

Claims Conditions

A. Reporting a claim

The **Insured** must notify **Claims** as soon as possible by contacting **Qdos** via email to claims@qdoscontractor.com, or by calling 0116 478 3419.

The **Insured** may also notify a **Claim** by writing to the following address:

Claims Department
Qdos Contractor
The Grange
Grange Avenue
Rearsby
Leicester
LE7 4FY

The **Insured** will be required to complete a claim form, and to provide any written or other evidence relevant to the issues giving rise to the **Claim**.

The **Insured** will also be required to provide the names of any possible witnesses and details of any action already taken in relation to the matter.

B. Qdos' consent

Fees and Expenses will only be covered under this Policy with the **Insurer's** prior consent in writing or by telephone.

Consent will be given by **Qdos** on behalf of the **Insurer** provided that there are reasonable grounds for representation of the **Insured**, and provided that **Qdos** has obtained evidence, to their satisfaction, that there are reasonable prospects of the **Insured** achieving a satisfactory outcome in the enquiry or dispute.

Reasonable prospects of an **Insured** achieving a satisfactory outcome exist if:

1. it is reasonable to incur **Fees and Expenses** having regard to the proportionality between the remedy claimed and the **Fees and Expenses** to be incurred;
Provided that **Qdos** has managed a **Claim** under Section 12: Tax Enquiries from inception, and having regard for prospects of success as above, cover will be provided up to and including **Fees and Expenses** incurred in respect of preparation and representation of the **Insured** at a First-tier tribunal hearing, Upper Tribunal hearing and an appeal following a First-tier or Upper Tribunal decision. Where there is statutory right of appeal to a Tax Tribunal, cover will be provided for an application for a Judicial Review.
2. on the balance of probabilities, there is a 51% or greater chance of successfully pursuing or defending a claim. Should, during the course of a **Claim**, the **Insured** cease to satisfy **Qdos** in respect of the above then consent to incur **Fees and Expenses** will be withdrawn.

For a decision to be made on granting or withholding consent the following must be received by **Qdos**:

- A completed insurance Claim Form;
- The documentation and information reasonably requested by **Qdos**;
- Any advice **Qdos** may deem necessary to take;
- A documented opinion from the **Appointed representative** as to 1 & 2 of Qdos' Consent

Qdos reserves the right to limit its consent by time and or financial amount of **Fees and Expenses** and or stage of proceedings to allow for a review of their continued consent.

Qdos at its discretion may require the **Insured** to seek an opinion from Counsel, at the **Insured's** expense, as to the merits of the **Claim**. Such opinion is to have regard to the same issues

that **Qdos** has in assessing the merits of any legal action. If, based upon such an opinion, **Qdos** is satisfied in respect of 1 & 2 of **Qdos**' Consent the **Fees and Expenses** in obtaining that opinion will be paid by the **Insurer** within the **Limits of indemnity**.

If after consent has been granted it is shown that the particular **Claim** or **Legal Proceedings** have not been brought within the terms and conditions of this Policy and its Schedule **Qdos**' consent will be withdrawn and no indemnity shall be provided. The **Insurer** shall be entitled to recover any **Fees and Expenses, Awards of compensation** and any other allowances previously paid.

If the **Insured** elects to proceed with the pursuit or defence of a **Claim** or **Legal Proceedings** to which **Qdos**' consent has been refused through lack of reasonable prospects as required in 1 & 2 of **Qdos**' Consent and if the **Insured** is successful in such pursuit or defence, the **Insurer** will pay **Fees and Expenses** incurred after such consent had been refused, provided they are reasonable and proportional, and subject to the terms conditions of this Policy.

In granting its consent the **Insurer** undertakes to provide indemnity to the **Insured** subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all **Fees and Expenses** or **Awards of compensation** will be paid.

In particular **Fees and Expenses** for matters that go beyond the immediate scope of the **Claim** or **Legal Proceedings** shall be deemed by the **Insurer** to fall outside the indemnity provided by this Policy.

C. Choice of appointed representative or counsel (applicable for Sections 1 to 11 only)

Where appropriate, **Qdos** will choose an **Appointed representative** to act on behalf of the **Insured** in any **Claim**.

In the event that **Legal Proceedings** are issued, the **Insured** shall be free to nominate an alternative **Appointed representative** of their choice. **Qdos** reserves the right to decline any nomination made by the **Insured** before **Legal Proceedings** are issued.

To nominate an alternative **Appointed representative**, the **Insured** must provide the name and address of the proposed firm to **Qdos** in writing. **Qdos** will only accept the **Insured's** nomination if it is satisfied the proposed **Appointed representative** will cooperate and enable the **Insured** to comply with the terms and conditions of this policy.

Where **Qdos** agrees to the **Insured's** nomination, the **Fees and Expenses** payable under this Policy shall be restricted to those detailed in **Qdos**' standard terms of appointment for panel representatives and always subject to the **Limit Of Indemnity**. A copy of the standard terms of appointment for panel representatives is available on request by contacting **Qdos** using the address above.

A dispute arising from the **Insured's** choice may be referred to Arbitration in accordance with General Condition A. The **Insured** must not, without the written consent of **Qdos**, enter into any agreement with the **Appointed representative** as to the basis of calculation of **Fees and Expenses**. **Qdos** may withdraw consent previously given at any time.

In selecting the **Appointed representative** the **Insured** shall have regard to its duty to minimise the cost of any **Claim** or **Legal Proceedings**. In all other **Claims** **Qdos** will choose the **Appointed representative**.

In all cases the **Appointed representative** shall be appointed in the name of and on behalf of the **Insured**. If, in the course of any **Claim** or **Legal Proceedings**, the **Appointed representative** wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to **Qdos** for consent to the proposed instruction which will not be unreasonably withheld.

D. Disclosure

It is a condition precedent to the **Insurer's** liability that:

1. the **Insured** must give to the **Appointed representative** and **Qdos** all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the **Insured's** possession. The **Insured** must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
2. **Qdos** is entitled to receive from the **Appointed representative** and **Insured** any information, documentation or advice in connection with any **Claim** or **Legal Proceedings** even if privileged. In addition the **Insured** must instruct the **Appointed representative** to provide **Qdos** with regular updates on the progress of any **Claim** or **Legal Proceedings** and inform **Qdos** immediately if and when any circumstance adversely impacts the factors taken into account in granting **Qdos'** consent. On request the **Insured** will give to the **Appointed representative** any instructions necessary to secure the required access.

Cover may be withdrawn if the **Insured** fails to co-operate at all or within a reasonable time with **Qdos'** or the **Appointed representative's** requests.

E. Offer of settlement

It is a condition precedent to the liability of the **Insurer** that the **Insured** must inform **Qdos** in writing as soon as an offer to settle a **Claim** or **Legal Proceedings** is received and or the **Insured** proposes to make an offer of settlement. In any settlement, the **Insured** must have regard to **Fees and Expenses** incurred or likely to be incurred by the **Insurer** and the recovery thereof. No indemnity will be provided if the **Insured** enters into any agreement to settle without the prior written consent of **Qdos** (such consent not to be unreasonably withheld) and the **Insurer** shall be entitled to recover any **Fees and Expenses** or **Awards of compensation** previously paid. If the **Insured** unreasonably rejects an offer of settlement which **Qdos** or the **Insurer** recommends acceptance of or makes an offer which **Qdos** or the **Insurer** does not agree no further indemnity shall be provided.

The **Insurer** may at its absolute discretion decide to pay the **Insured** the amount of damages that the **Insured** is claiming or is being claimed against the **Insured** instead of indemnifying the **Insured** for **Fees and Expenses** or **Awards of compensation**. Where the **Insurer** exercises this discretion the **Insurer** will cease to be liable for any further **Fees and Expenses** or **Awards of compensation**.

F. Payment of legal expenses and awards of compensation

All bills relating to any **Claim** or **Legal Proceedings** which the **Insured** receives from the **Appointed representative** should be forwarded to **Qdos** without delay. If **Qdos** so requires the **Insured**

must ask the **Appointed representative** to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

The **Insured** is responsible for payment of all **Fees and Expenses** or **Awards of compensation**. The **Insurer** may settle these directly if requested by the **Insured** to do so. The payment of some **Fees and Expenses** does not imply that all **Fees and Expenses** or **Awards of compensation** will be paid.

G. Appeal procedure

If, following **Legal Proceedings** to which **Qdos** has consented, the **Insured** wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to **Qdos** through the **Appointed representative** immediately or as soon as practicable so that **Qdos** may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the **Insured** following **Legal Proceedings** to which **Qdos** has consented, the **Insured** must notify **Qdos** immediately in order that cover shall continue. **Qdos** will inform the **Appointed representative** of its decision. If **Qdos** so requires it the **Insured** must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

H. Recovery of costs

Whenever the **Insured** is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the **Insurer**. The **Insured** and their **Appointed representative** must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement

or where costs are awarded but not recovered, the **Insured** agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the **Insurer**. Where such a settlement is paid in instalments all costs to the **Insurer** shall be paid first.

I. Fraudulent claims

The **Insured** must not act in a fraudulent way. If the **Insured**, or anyone acting for the **Insured**:

- fails to reveal or hides a fact likely to influence whether **Qdos** or the **Insurer** accept the proposal, renewal, or any adjustment to the policy;
- fails to reveal or hides a fact likely to influence the cover provided;
- makes a fraudulent statement to the **Insurer**, **Qdos**, or anyone acting on our behalf, knowing the statement to be false;
- sends the **Insurer**, **Qdos**, or anyone acting on our behalf a document, knowing the document to be forged or false;
- makes a **Claim** under the policy, knowing the **Claim** to be false or fraudulent in any way; or
- makes a **Claim** for any loss or damage caused deliberately by or with the **Insured's** knowledge.

the **Insurer** will not pay any benefit under this policy or return any premium to the **Insured**, and the **Insurer** or **Qdos** may cancel the policy immediately and backdate the cancellation to the date of the fraudulent act. The **Insurer** may also take legal action against the **Insured** and inform the appropriate authorities.

J. Insolvency or liquidation of the insured

If the **Insured** becomes insolvent or is placed in liquidation during the course of any **Claim** or **Legal Proceedings** to which **Qdos** or the **Insurer** have given consent, **Qdos** reserves the right to withdraw that consent. The **Insured** shall be deemed insolvent or in liquidation

upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

K. Duty to minimise

The **Insured** must take all reasonable precautions to avoid and prevent **Claims, Legal Proceedings** and disputes.

The **Insured** must use every endeavour and take all reasonable measures to minimise the cost and effect of any **Claim** or **Legal Proceedings** under this Policy.

L. Value Added Tax

If the **Insured** is registered for VAT, the **Insurer** will not pay the VAT element of any **Fees and Expenses**.

Complaints

In the event that you are dissatisfied with any aspect of this Policy or the service provided by Qdos, please write to:

Email
feedback@qdoscontractor.com
Telephone
0116 269 0999

Post
The Nominated Complaints Handler
Qdos Contractor
The Grange
Grange Avenue
Rearsby
Leicester
LE7 4FY

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 fewer than ten staff. You may contact the Financial Ombudsman Service at:

Post
The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone
0845 080 1800
Email
complaint.info@financial-ombudsman.org.uk
Website
www.financial-ombudsman.org.uk

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.

Compensation Scheme

HCC International Insurance Co PLC is covered by the Financial Services Compensation Scheme (FSCS). If they are unable to meet their obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk or by contacting them

**10th Floor
Beaufort House
15 St Botolph Street
London EC3A 7QU**

or by telephone on **0800 678 1100**.

Data Protection Notice

Tokio Marine HCC respects your right to privacy. In our Privacy Notice (available at <https://www.tmhcc.com/en/legal/privacy-policy>) we explain who we are, how we collect, share and use personal information about you, and how you can exercise your privacy rights.

If you have any questions or concerns about our use of your personal information, then please contact DPO@tmhcc.com.

We may collect your personal information such as name, email address, postal address, telephone number, gender and date of birth. We need the personal information to enter into and perform a contract with you. We retain personal information we collect from you where we have an ongoing legitimate business need to do so (please note that reference to “you” or “your” herein encompasses non-exhaustively “you, your company, employees and/or customers”).

We may disclose your personal information to:

- a) our **group companies**;
- b) **third party services providers and partners** who provide data processing services to us or who otherwise process personal information for purposes that are described in our Privacy Notice or notified to you when we collect your personal information;
- c) any **competent law enforcement body, regulatory, government agency, court or other third party** where we believe disclosure is necessary (i) as a matter of applicable law or regulation, (ii) to exercise, establish or defend our legal rights, or (iii) to protect your interests or those of any other person;
- d) a **potential buyer** (and its agents and advisers) in connection with any proposed purchase, merger or acquisition of any part of our business, provided that we inform the buyer it must use your personal

information only for the purposes disclosed in our Privacy Policy; or

- e) any **other person with your consent** to the disclosure.

Your personal information may be transferred to, and processed in, countries other than the country in which you are resident. These countries may have data protection laws that are different to the laws of your country. We transfer data within the Tokio Marine group of companies by virtue of our Intra Group Data Transfer Agreement, which includes the EU Standard Contractual Clauses.

We use appropriate technical and organisational measures to protect the personal information that we collect and process about you. The measures we use are designed to provide a level of security appropriate to the risk of processing your personal information.

You are entitled to know what data is held on you and to make what is referred to as a Data Subject Access Request (**‘DSAR’**). You are also entitled to request that your data be **corrected** in order that we hold accurate records. In certain circumstances, you have other data protection rights such as that of **requesting deletion, objecting to processing, restricting processing** and in some cases **requesting portability**. Further information on your rights is included in our Privacy Policy.

You can **opt-out of marketing communications** we send you at any time. You can exercise this right by clicking on the “unsubscribe” or “opt-out” link in the marketing e-mails we send you. Similarly, if we have collected and processed your personal information with your consent, then you can **withdraw your consent** at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent. You have the **right to complain to a data protection authority** about our collection and use of your personal information.

Qdos

www.qdoscontractor.com