

# Key Facts Summary

The following is our customer key facts summary, designed to help you and your clients understand the key features, benefits, exclusions and limitations of Commercial Legal Advantage. Full policy terms and conditions are contained in the policy wording, a copy of which is available on request. This insurance is provided by Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.

SIGNIFICANT FEATURES	
Claims reporting basis	This is a claims made insurance. You must report your claim during the period of insurance and as soon as you first become aware of circumstances which lead to a claim
Limits of indemnity	<ul style="list-style-type: none"><li>• Jury Service and Witness Attendance Allowance - £1,000 per claim</li><li>• All other sections - £250,000 per claim</li><li>• Aggregate of £1,000,000 per period of insurance</li></ul>
Standard excesses	<ul style="list-style-type: none"><li>• Contract Disputes - <b>£500</b> if the amount in dispute exceeds <b>£5,000</b> (inc VAT)</li><li>• Statutory Licence Appeals - <b>£250</b></li><li>• Employment Pursuit - <b>£2,500</b></li><li>• Motor Disputes - <b>£250</b></li><li>• (or <b>£500</b> if the amount in dispute exceeds <b>£5,000</b> (inc VAT) under Motor Contract Disputes)</li></ul>
Co-insurance	<b>40%</b> for use of a representative who is not one of our panel of appointed representatives and where that chosen representative does not agree to our standard charging rates
Territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
Applicable law	England and Wales
Period of insurance	<b>12 months</b> unless otherwise agreed

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
The insurer will pay legal costs, expenses and employment compensation awards, up to the limit of indemnity, for insured events listed below.	<ul style="list-style-type: none"><li>• It must always be more likely than not that your claim will be successful. This requirement applies throughout the duration of your claim.</li><li>• Circumstances giving rise to a claim which exist before you take out this policy.</li></ul>

STANDARD COVER	
<p><b>Employment Defence and Compensation Awards</b> A dispute with an employee, ex-employee or prospective employee relating to a contract of employment and/or breach of employment legislation. For claims accepted under Employment Defence, the insurer will pay awards of compensation made against you at a tribunal or settlements agreed by us.</p>	<ul style="list-style-type: none"> <li>• Internal disciplinary or grievance proceedings.</li> <li>• You must follow advice and obtain authorisation from our legal helpline before taking action which could result in a dispute or complaint leading to a claim under this section.</li> <li>• Non-payment of money due under statutory provisions or a contract of employment.</li> </ul>
<p><b>Tax Investigations and Disputes</b></p> <ul style="list-style-type: none"> <li>• HMRC tax enquiries into the whole or specific aspects of your Income Tax or Corporation Tax return.</li> <li>• Employers' Compliance or VAT disputes with HMRC.</li> </ul>	<ul style="list-style-type: none"> <li>• All returns must be complete and correct and submitted within statutory time limits.</li> <li>• Investigations into alleged dishonesty or criminal offences.</li> <li>• Tax avoidance schemes.</li> </ul>
<p><b>Legal Defence</b> Defending an insured person:</p> <ul style="list-style-type: none"> <li>• Before the issue of legal proceedings if suspected of committing a criminal offence.</li> <li>• In a criminal prosecution. Defending you:</li> <li>• In civil actions for wrongful arrest following an accusation of theft.</li> <li>• In appeals against the imposition or terms of a Statutory Notice.</li> </ul>	<ul style="list-style-type: none"> <li>• Allegations of fraud, theft, violent acts or involvement with accidents involving personal injury or death.</li> <li>• Prosecutions involving motor vehicles.</li> </ul>
<p><b>Property Disputes</b></p> <ul style="list-style-type: none"> <li>• An event causing physical damage to your property.</li> <li>• Nuisance or trespass.</li> <li>• Recovering possession of premises from an employee or ex-employee.</li> </ul>	<ul style="list-style-type: none"> <li>• Disputes arising from contracts or tenancy or licence agreements (other than repossessing premises from employees or ex-employees).</li> <li>• Property damage where the amount claimed is less than £1,000.</li> <li>• Motor vehicles owned by, or hired or leased to you (unless your business activity is selling motor vehicles).</li> </ul>
<p><b>Data Protection and Information Commissioner Appeals</b></p> <ul style="list-style-type: none"> <li>• Defending civil actions against an insured person for compensation under Section 13 of the Data Protection Act.</li> <li>• Appealing against the refusal of the Information Commissioner to register your business.</li> </ul>	
<p><b>Personal Injury</b> Pursuit of a personal injury or clinical negligence claim on behalf of an insured person or their family members.</p>	The amount claimed must be more than £1,000.
<p><b>Loss Adjuster's Fees</b> Fees incurred in preparing and negotiating a claim under your commercial buildings, contents and/or business interruption policy where liability is not contested.</p>	The amount claimed must be more than £10,000.
<p><b>Jury Service and Witness Attendance Allowance</b> An insured person's lost wages or salary following their absence from work to attend jury service or to attend a court or tribunal for a claim under this policy.</p>	Sums recoverable from the court or tribunal.

# Key Facts Summary

<p><b>Contract Disputes</b> Pursuing or defending your legal rights in disputes over the purchase, hire, sale or provision of goods or services.</p>	<ul style="list-style-type: none"> <li>• The amount in dispute must be more than £1,000 (inc VAT) and costs incurred in pursuing a claim are limited to 75% of the amount in dispute.</li> <li>• Arbitration or adjudication relating to building or construction work.</li> <li>• Motor vehicles owned by, or hired or leased to you (unless your business activity is selling motor vehicles).</li> <li>• Lease, licence, or tenancy of land or buildings.</li> <li>• Supply of computer hardware and systems, or purchase of tailored computer hardware and systems.</li> </ul>
<p><b>Statutory Licence Appeals</b> An appeal against a Government or Local Authority decision to suspend, cancel, alter or refuse to renew your statutory licence or certificate of registration.</p>	<ul style="list-style-type: none"> <li>• Disciplinary or internal hearings conducted by regulatory or governing bodies.</li> <li>• Motor vehicle licences.</li> </ul>
<p><b>Employment Pursuit</b> Pursuing an employee or ex-employee to obtain remedy arising from a breach of the express terms of their employment contract.</p>	<p>Defamation or acts of negligence, errors or omissions.</p>

<p><b>OPTIONAL COVER</b></p>	
<p><b>Motor Disputes</b></p>	
<p><b>Uninsured Loss Recovery</b> Pursuing an insured person's uninsured losses following a non-fault accident involving an insured vehicle.</p>	
<p><b>Motor Contract Disputes</b> Your legal rights in disputes over the sale, purchase, hire, servicing, repair, maintenance or testing of an insured vehicle; or disputes over the carriage of goods or passengers by an insured vehicle.</p>	<p>The amount in dispute must be more than £1,000 (inc VAT) and costs incurred in pursuing a claim are limited to 75% of the amount in dispute.</p>
<p><b>Vehicle Operator Licence Appeals</b> An appeal against a decision to suspend, cancel, alter or refuse to renew a licence to operate an insured vehicle.</p>	<p>Appeals concerning a driving licence.</p>
<p><b>Defence of Motoring Prosecutions</b> Defending an insured person in a criminal prosecution relating to the use or ownership of an insured vehicle.</p>	<ul style="list-style-type: none"> <li>• Allegations of fraud, theft, violent acts or involvement with accidents involving personal injury or death.</li> <li>• Fixed penalty offences or allegations of speeding, or driving whilst under the influence of alcohol and/or drugs.</li> </ul>

<p><b>ADDITIONAL SERVICES</b></p>	
<p><b>Undisputed Debt Recovery Service</b> At your expense, recovery of undisputed debts from other parties. Disputed debts or debts where proceedings are recommended will be considered under Contract Disputes or Motor Contract Disputes.</p>	<p>The fees charged by the debt collection organisation are not indemnified under this policy.</p>
<p><b>Legal and Tax Advice Helpline</b> Provides you with telephone advice on commercial legal problems or tax matters under UK law.</p>	
<p><b>Counselling Helpline</b> Provides your employees with a confidential telephone counselling service available 24 hours a day, 365 days a year.</p>	<p>This service is subject to reasonable use.</p>

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.