

## YOUR POLICY TERMS AND CONDITIONS

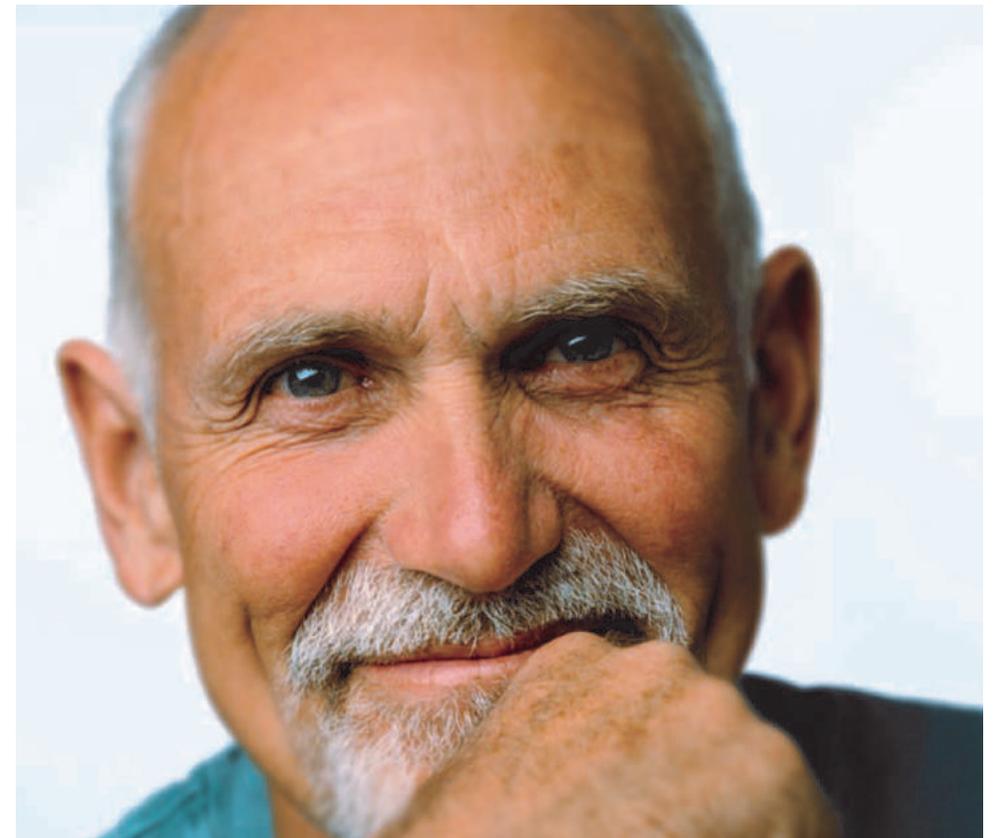
### Online HR Services at [www.hr-plus.uk.com](http://www.hr-plus.uk.com)

(enter the code shown on your policy Membership Certificate)

- HR Advice
- Download useful documents

### CONTACT NUMBERS

- Legal Advice **0845 026 0091**
- Policy Queries **0845 307 1177**
- Claim Notification **0845 070 5944**



PLEASE READ THIS POLICY (AND THE MEMBERSHIP CERTIFICATE WHICH FORMS AN INTEGRAL PART OF THE POLICY) TO ENSURE IT MEETS YOUR REQUIREMENTS



PFP HR Plus, PFP House, 5 Sylvan Court, Sylvan Way,  
Southfields Business Park, Basildon, Essex SS15 6TH  
Tel: 0845 307 1177 Fax: 0845 307 1166  
Website: [www.hr-plus.uk.com](http://www.hr-plus.uk.com)  
Registered No. 1971993



### It is agreed between all parties that:

- this policy, the Membership Certificate (including any replacement Membership Certificate issued in substitution) and any endorsements will be considered to be one document and where a specific meaning has been given to any word it will have that meaning wherever it appears.
- this policy is evidence of the contract of insurance between the **insured** and the **insurer**.
- the Application Form or any information supplied by the **insured** will form the basis of the contract.
- the **insurer** will provide the insurance described in this policy, subject to the terms and conditions of this policy, for the period of insurance shown in the Membership Certificate and any later period, as long as the **insured** has agreed to pay a premium for it, which the **insurer** has agreed to accept.



This is a "claims made" policy.

The policy only covers claims notified to **us** during the period of insurance.

### THE COVER

The **insurer** will indemnify the **insured** in respect of **legal expenses** which arise from **legal proceedings** that:

- a) are notified to **us** during the period of insurance; and
- b) arise from the conduct of the **insured's business**; and
- c) are made by or brought against the **insured** within the jurisdiction of a **court** within the **territorial limits**;

in respect of:

#### A - Employment

- a) the defence of any **legal proceedings**, brought in an employment tribunal, arising from a dispute with an **employee**, **ex-employee** or prospective **employee** relating to:
  - i) the contract of employment with the **insured**;
  - ii) actual or alleged breaches of their statutory rights under employment legislation.
- b) the pursuit of any **legal proceedings** to recover possession of premises which are owned by the **insured** but occupied by an **employee** or **ex-employee**.

provided that:

- a) the **insured** has sought and followed advice from **our** Legal Consultants before materially changing or attempting to change the particulars of an **employee's** contract of employment or dismissing an **employee** (whether or not by reason of redundancy); and
- b) the **insured** agrees to appoint **our** Employment Advocacy Service as its **approved representative**.

#### Exclusions specific to A - Employment

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

- a) any benefit due under a contract of employment;
- b) any payment made in respect of redundancy;
- c) the Transfer of Undertakings (Protection of Employment) Regulations 1981 or the Equal Pay Act 1970;
- d) a dispute within the first six months of the policy where a warning was given to an **employee** in the six months prior to the policy's inception;
- e) any **compensatory award** made against the **insured** relating to:
  - i) trade union activities including membership or non-membership;
  - ii) pregnancy, maternity or paternity rights;
- f) any award made because of the **insured's** failure to provide written reasons for dismissal;
- g) any **compensatory award** specified in a reinstatement or re-engagement order or made because of the **insured's** failure to provide written reasons for a dismissal;
- f) 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.

#### B - Prosecution

The defence of any **legal proceedings** arising from:

- a) any actual or alleged act or omission by the **insured** which results in the service of an improvement, prohibition or suspension notice under the:
  - i) Health and Safety at Work, etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978;
  - ii) Food Safety Act 1990;

iii) Consumer Protection Act 1987  
against which the insured wishes to appeal.

#### **Exclusions specific to B - Prosecution**

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

- a) the ownership, possession, hiring or use of a motor vehicle, aircraft or water craft;
- b) any alleged deliberate or intentional act unless charges are dismissed or the **insured** is acquitted.

#### **C - Jury Service Allowance**

The insurer will indemnify the insured in respect of jury service allowance provided that such attendance commences during the period of insurance and within the territorial limits.

#### **D - Witness Attendance Allowance**

The insurer will indemnify the insured in respect of witness attendance allowance provided that such attendance commences during the period of insurance and within the territorial limits.

### **SERVICES**

#### **E - PFP HR Plus Website**

**We** will provide the **insured** with access to the PFP HR Plus website which provides advice and guidance on legal matters affecting the **business**. To access this service log on to [www.hr-plus.uk.com](http://www.hr-plus.uk.com) and enter the verification number specified on the Membership Certificate. This service is available 24-hours a day, 365 days a year. **We** accept no responsibility for failure of this service for reasons outside **our** control.

#### **F - PFP HR Plus Legal Advisory Helpline**

**We** will provide the insured with confidential advice and guidance on legal matters affecting the business. To access this service contact **our** Legal Consultants on **0845 026 0091** quoting the verification number specified on the Membership Certificate.

These services are available 24-hours a day, 365 days a year. **We** accept no responsibility for failure of these services for reasons outside **our** control.

### **GENERAL EXCLUSIONS**

The **insurer** shall not be liable for **legal expenses** in respect of:

1. any matter to which **we** have not given **our** written consent.
2. the defence of any civil **legal proceedings** made or brought against the **insured** arising from any actual or alleged:
  - a) death, bodily injury, disease or illness of any person;
  - b) loss, destruction or damage to any property;
  - c) breach of any professional duty;
  - d) breach of any duty owed as a director or officer of any company.
3. any non-contentious matters.
4. any **legal proceedings** brought or transferred outside the territorial limits.
5. any **legal proceedings** where a reasonable estimate of the likely irrecoverable element of any legal expenses to be paid would exceed a realistic financial valuation of the insured's claim.
6. any legal proceedings where the insured is indemnified by or entitled to be indemnified by any other insurance policy or any policy which the insured is required to hold by law.
7. any actual or alleged act, omission or dispute occurring prior to, or existing at inception or renewal of this policy and which the insured knew (or ought reasonably to have known) was likely to give rise to legal proceedings.

8. any **legal proceedings** arising from:
  - a) the **insured's** intentional wrongdoing; or
  - b) an act or omission with reckless disregard as to its consequences.
9. any dispute between the **insured** and any subsidiary, parent, associated or sister company or between shareholders, directors, partners or any other person who is or would be entitled to indemnity at the **insured's** request.
10. damages, fines or penalties of any nature incurred by the **insured** in **legal proceedings**.
11. the defence of any **legal proceedings** arising from or relating to any actual or alleged dishonesty, fraud or malicious conduct of the **insured** unless such proceedings are successfully defended.
12. the pursuit or defence of any action alleging defamation or malicious falsehood.
13. the pursuit or defence of any **legal proceedings** relating to patents, copyrights, design rights, moral rights, trade or service marks, registered designs, passing off, trade secrets or confidential information.
14. the pursuit or defence of **legal proceedings** between the **insured** and a central or local government authority concerning the imposition of statutory charges except where an appeal is allowed at law.
15. any application for judicial review.
16. the defence of any **legal proceedings** arising from or relating to seepage, pollution or contamination of any kind.
17. any **legal proceedings** arising directly or indirectly from:
  - a) **equipment** failing correctly to recognise data representing year 2000 or any other date in such a way that it does not work properly or at all;
  - b) computer viruses, including any program or software which prevents any operating system, computer program or software working properly or at all. This does not apply to any claim relating to compensation for bodily injury.
18. any **legal proceedings** directly or indirectly caused by, contributed to, or arising from:
  - a) ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **GENERAL CONDITIONS**

#### **1. Observance of Terms**

The **insured** must observe and comply with the terms, provisions and conditions of this policy. Any terms and conditions of this policy insofar as they relate to anything to be done or complied with by the **insured**, shall be conditions precedent to any liability of the insurer to make any payment under the policy.

#### **2. Premiums**

The premiums payable under this insurance shall be based on a scale as set out by PFP HR Plus.

#### **3. Cancellation**

**We** may cancel this policy, including all insurances issued hereunder.

Premiums in respect of the insurances issued under this policy shall be adjusted on the basis of the **insurer** receiving or retaining the customary short-period premium. No return of premium shall be allowed if the **insured** has given notification of a claim to us during the period of insurance.

#### **4. Renewal**

If **we** are willing to continue to provide cover and we advise the insured beforehand of **our** renewal terms, the **insured** authorise **us** to renew this policy and any subsequent

policy on expiry in accordance with **our** renewal terms at that time, unless the **insured** advise **us** otherwise before the renewal date.

## CLAIMS SETTLEMENT CONDITIONS

### 1. Consent

**Our** consent to pay **legal expenses** must be obtained in writing. **Legal expenses** incurred before such consent is given will not be covered.

**We** will give the **insured our** consent if the **insured** can satisfy **us** that:

- a) there are good prospects of successfully pursuing or defending the **legal proceedings** and;
- b) it is reasonable in all the circumstances for **legal expenses** to be provided.

The decision to grant consent will take into account the advice of the **insured's approved representative** as well as that of **our** own advisors. **We** may require at the **insured's** expense, an opinion of counsel on the merits of **legal proceedings**. If the claim is subsequently admitted the costs of such opinions will be covered under the policy. The **insurer** may discontinue indemnity if during the **legal proceedings we** consider that reasonable prospects of successfully pursuing or defending the **legal proceedings** no longer exist.

If the **insured** decides to commence or continue **legal proceedings** for which **we** have denied consent on ground 1(a) above and is successful, the **insurer** will pay **legal expenses** as if **we** had given **our** consent in the first instance.

### 2. Minimising Claims or Legal Proceedings

The **insured** must take all reasonable measures to minimise the risk or likelihood of claims, and the cost of **legal proceedings**. This **includes**, but is not limited to, the **insured** and any agent or **approved representative** of the **insured** complying with any pre-action, costs or other protocol that applies to any **legal proceedings** which form the basis of a claim under this policy.

### 3. Arbitration

Any dispute between the **insured** and **us** or the **insurer** in respect of this policy may be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties. Failing agreement, the arbitrator shall be nominated by the President of the appropriate Law Society, Bar Council or other professional body within the **territorial limits**.

The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of **us** or the **insurer**, the **insured's** costs shall not be recoverable under this policy.

### 4. Fraudulent Claims

This policy shall be voidable at the discretion of the **insurer** if the **insured** makes any request for payment under this policy:

- a) knowing it to be fraudulent or false in any way; or
- b) in circumstances where the **insured** ought reasonably to have known that the claim was false or fraudulent in any way; or
- c) where there is collusion between the parties to this dispute.

Any premiums paid shall be forfeited.

### 5. Insolvency of Insured

If the **insured** is insolvent when a claim is notified to **us** or becomes insolvent during the course of any **legal proceedings**, to which the **insurer** has given support, the **insurer** has the right to refuse to admit or immediately to withdraw its support from a claim. The **insured** shall be deemed insolvent upon the appointment of an office-holder within the meaning given by section 233 (1) or 372 (1) of the Insolvency Act 1986.

### 6. Notification of Claims

Claims will be dealt with by FirstAssist Insurance Services Limited. Any notification of a claim must be addressed to:

PFP HR Plus, Legal Expenses Claims Department, FirstAssist Insurance Services Limited, Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU Tel: 0845 070 5944 Fax: 020 8661 7604

It is a condition precedent to the **insurer's** liability that **we** must be notified in writing immediately the **insured** is aware of any actual or alleged act, omission or dispute which has given or may give rise to any **legal proceedings** involving the **insured**. If the **insured** fails to notify **us** of any actual or alleged act, omission or dispute during the period of insurance any claim arising from such actual or alleged act, omission or dispute will not be admitted.

Where such notification has been given, the **insurer** agrees to treat any subsequent **legal proceedings** in respect of the circumstances notified as though the **legal proceedings** had been made or brought during the period of insurance.

### SPECIAL PROCEDURE

If a form ET1 (Originating Application) is received from an employment tribunal the **insured** must immediately forward it to **us** with form ET3 (Notice of Appearance By Respondent) which should be left blank.

In view of the 21 days' statutory time limit this must be done immediately.

### 7. Appeal Procedure

**Our** consent must be obtained if the **insured** wishes to appeal against the judgment of a **court**. A written application must be submitted to **us** at least ten working days before the final date for lodging the appeal.

The application must state the reasons for bringing the appeal. **We** will inform the **insured** of **our** decision.

The **insured** must co-operate in an appeal against the judgment of a **court** at **our** request.

### 8. Conduct of Legal Proceedings

#### a) Nomination of the approved representative

In the period before **we** agree that **legal proceedings** are necessary **we** may seek to obtain a settlement on the **insured's** behalf. The settlement will be subject to the **insured's** agreement, which the **insured** will not unreasonably refuse. At the point it becomes necessary for the **insured** to appoint a representative **we** will suggest suitable representatives who will be able and willing to act for the **insured**. If **legal proceedings** are necessary or there is a conflict of interest, the **insured** can nominate their own representative. The **insured** will need to satisfy **us** that the **insured's** chosen representative has the necessary expertise to deal with the **legal proceedings**. Unless the **insured** is willing to pay the difference in cost, the **insured's** chosen representative must adhere

If the **insured's** choice of representative incurs fees or costs in familiarising him/herself with a claim which has previously been dealt with by **us** or **our** choice of representative, such fees and costs will not be covered under this insurance.

**We** may not accept a representative chosen by the **insured**. If this occurs **we** will explain why. If **we** cannot agree on a representative or whether **legal proceedings** are necessary the **insured** can take the matter to an independent arbitrator. The arbitration process is set out in Claims Settlement Condition 3. Any representative is appointed in the **insured's** name to act for the **insured**.

**b) All information to be given to the approved representative**

The **approved representative** must be given all information and assistance required. This must include 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 obtain or execute all documents as may be necessary and attend any meetings or conferences when requested.

**c) Access to the approved representative**

**We** are entitled to obtain from the **insured's approved representative** any information, document, or advice relating to a claim under this insurance, whether or not privileged. On request the **insured** will give any instructions necessary to ensure such access.

**d) Instruction of counsel or appointment of expert witnesses**

If the **approved representative** wishes to instruct counsel or appoint expert witnesses **we** will not unreasonably withhold **our** consent. The names of counsel or the expert witnesses must be submitted to **us** together with an explanation of the necessity for such action.

**e) Where the amount in dispute is unlikely to exceed the small claims track limit**

Where the amount in dispute is unlikely to exceed the small claims track limit **we** may carry out **our** own investigation and may attempt to negotiate a settlement. The **insured** will not unreasonably withhold agreement to any such settlement.

**f) Our right to pay the insured instead of paying legal expenses**

**We** may elect to pay the **insured** a reasonable sum not exceeding the realistic estimated value of any claim instead of paying any **legal expenses**. Such a decision will be entirely at **our** discretion and will be in full and final settlement of the **insured's** claim.

**g) Offer of settlement**

The **insured** must inform **us** in writing as soon as an offer to settle **legal proceedings** is received or a payment into **court** is made. The **insured** will not unreasonably withhold consent to the **approved representative** making an offer to settle the **legal proceedings**.

The **insured** must not enter or offer to enter into any agreement to settle without **our** prior written consent. Any such agreement must take into account the **insurer's** interest in the recovery of costs. If the **insured** unreasonably withholds agreement to a settlement **we** reserve the right to withdraw **our** support.

**h) Withdrawal by the insured**

Where the **insurer** has provided an indemnity for **legal expenses** and the **insured** withdraws from the **legal proceedings** without **our** agreement, the **insurer** shall be entitled to reimbursement of all **legal expenses** paid.

**i) Payment of legal expenses**

All bills relating to any **legal proceedings** which the **insured** receives from the **approved representative** should be forwarded to **us** without delay.

Bills must be certified by the **insured** to the effect that the charges have been properly incurred and that **we** are authorised to settle on the **insured's** behalf. Gross sum bills must be accompanied by a breakdown setting out the work done and rates applied.

If requested the **insured** must ask the **approved representative** to submit the bill of costs for assessment or certification by the appropriate Law Society or **court** in accordance with the provisions of the Solicitors Act 1974 and/or the Solicitors Remuneration Order 1994.

The provision of indemnity for any **legal expenses** does not imply that all **legal expenses** will be paid. If the **insured** is in doubt **we** should be consulted. The **insured** must not, without **our** written consent, enter into any agreement with the **approved representative** as to the payment of **legal expenses**.

**j) Recovery of costs and expenses**

The **insured** through the **approved representative** shall be responsible for the repayment to the **insurer** of any:

- i) award of costs made in favour of the **insured**; or
- ii) costs agreed to be paid to the **insured** as part of any settlement.

When the total amount of **legal expenses** incurred is within the **limit of indemnity**, the **insured** and the **insurer** will share any **legal expenses** that are recovered according to the proportion paid.

Where the total cost of the legal action exceeds the **limit of indemnity**, the **insured** and the **insurer** shall have priority over any other parties with an interest in any costs recovery. The **insured** and **insurer** shall share such recovery according to the proportion paid, subject to the **insurer's** right of recovery being restricted to the **limit of indemnity**.

## COMPLAINTS PROCEDURE

As a purchaser of PFP HR Plus, you have the right to expect the best possible service and support. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

### Our complaints process

In our experience many problems can be resolved by speaking to the staff directly responsible for the handling of your policy or claim. They will do their best to address the problem and in our experience most issues can be resolved satisfactorily at this stage.

When you contact us we promise to;

- fully investigate your complaint
- keep you informed of progress
- do everything possible to resolve your complaint
- learn from our mistakes
- use the information from your complaint to proactively improve our service in the future

If your complaint is not resolved or if you are unhappy with our response, then you can progress your complaint with our Customer Relations Team.

They will carry out a separate investigation and full review that will be concluded by us issuing a final response letter. We will issue our final response within eight weeks of your original complaint. If it is not possible to issue our response within this timescale we will write to you explaining why.

### **How do I make a complaint about this insurance policy?**

If you wish to notify a complaint about the administration of the policy, please contact;

#### **Customer Services**

PFP HR Plus, Professional Fee Protection Limited, PFP House,  
5 Sylvan Court, Sylvan Way, Southfields Business Park, Basildon, Essex SS15 6TH  
Tel: 0845 307 1177 Fax: 0845 307 1166 Email: info@hr-plus.uk.com

If you wish to make a complaint about a claim, please contact;

Customer Relations Office FirstAssist Insurance Services Limited, Marshall's Court,  
Marshall's Road, Sutton, Surrey SM1 4DU Tel: 020 8652 1313 Fax: 020 8661 7604  
Email: corporate.info@firstassistlegal.co.uk

### **What to do if you are still not satisfied**

If you are still not satisfied with our response then you may be able to refer your complaint to the Financial Ombudsman Service. You must approach the Financial Ombudsman Service within 6 months of our final response to your complaint. We will remind you of the time limits in our final response.

### **Financial Ombudsman Service**

(Insurance Division)

South Quay Plaza, 183 Marsh Wall, London E14 9SR  
Tel: 0845 080 1800

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

### **Your rights**

We must accept the Ombudsman's final decision, but you are not bound by it and may take further action if you wish.

Your rights as a customer to take legal action remain unaffected by the existence or use of our complaints procedure. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Please note that the Financial Ombudsman Service will only consider complaints if you are a private policyholder, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

### **FSCS Information**

Great Lakes Reinsurance (UK) PLC is a member of the Financial Services Compensation Scheme. This provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claims under its policies. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. Further information can be obtained from the Financial Services Compensation Scheme ([www.fscs.org.uk](http://www.fscs.org.uk)).

### **Data Protection Notice - How we protect your personal data**

Please make sure that you read and understand this Data Protection Notice as it explains to you what we will do with the information that you give us. If you apply for our

products and/or services it is highly likely that we will need both personal and sensitive data about yourself and anyone else who is covered by the application form in order to administer the insurance policy and any claims which may arise. You should show this notice to any other person covered under your insurance policy. If your application includes other individuals we will assume that they have given their consent to you for you to give their information to us.

The Data Controllers will be Professional Fee Protection Limited and FirstAssist Insurance Services Limited in respect of claims handling.

The security of your personal information is very important to us and we are compliant with all current data protection legislation. All personal information that you supply to us either in respect of yourself or other individuals in connection with our products and/or services will be treated in confidence by us and will be held by us for the purpose of providing and administering our products and services. This may involve the collection and processing of sensitive data (as defined in the Data Protection Act 1998) and if you complete an application form for our products and/or services you will be giving your consent to such information being processed by us. Your personal & sensitive data may also be shared with the underwriter of our insurance products.

It may be necessary to pass your personal and sensitive data to other companies for processing on our behalf. Some of these companies may be based outside Europe in countries which may not have the laws to protect your personal data, but in all cases we will ensure that it is kept securely and only used for the purposes for which it was provided.

If you believe that we are holding inaccurate information about you, please contact the team responsible for administering your policy and they will be happy to correct any errors.

### **Telephone calls**

Please note that for our mutual protection telephone calls to us may be monitored and/or recorded.

### **Fraud prevention, detection & claims history**

In order to prevent and detect fraud we may at any time:

- Share information about you with other organisations and public bodies including the Police;
- Check and/or file your details with fraud prevention agencies and databases, and if you give us false or inaccurate information and we suspect fraud, we will record this. We and other organisations may also search these agencies and databases to;
  - Help make decisions about the provision and administration of insurance, credit and related services for you and members of your household;
  - Trace debtors or beneficiaries, recover debt, prevent fraud and to manage your accounts or insurance policies;
  - Check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity;
  - Undertake credit searches and additional fraud searches.

We can supply on request further details of the databases we access or contribute to.

### **Customer Satisfaction Surveys**

We aim to continuously improve the services we offer to our customers.

Occasionally we carry out customer satisfaction surveys which may be for our own benefit or for more general interest, and we may need to collect further information about you in connection with them. Surveys will usually be carried out by Professional Fee Protection Limited or FirstAssist Insurance Services Limited but in some circumstances we will use an external firm. Your participation in such a survey is entirely optional but your help and feedback would be appreciated.

## LAW APPLICABLE TO THE CONTRACT

The law applicable to this contract is subject to agreement between the parties. Unless a special endorsement to the contrary has been requested by the policyholder and agreed by us, the law applying to this insurance contract will be the Law of England & Wales.

This insurance is issued in the United Kingdom by Professional Fee Protection Limited and underwritten by Great Lakes Reinsurance (UK) PLC.

Claims will be handled by FirstAssist Insurance Services Limited.

Professional Fee Protection Limited is registered in England No. 1971993. Registered office at PFP House, 5 Sylvan Court, Sylvan Way, Southfields Business Park, Basildon, Essex SS15 6TH.

FirstAssist Insurance Services Limited is registered in England and Wales No. 04617110. Registered office at Marshall's Court, Marshall's Road, Sutton, Surrey SM1 4DU. Great Lakes Reinsurance (UK) PLC is registered in England and Wales No. 2189462. Registered office at Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

PFP HR Plus is a trading style of Professional Fee Protection Limited which is authorised and regulated by the Financial Services Authority. FSA Register No. is 311718.

FirstAssist Insurance Services Limited is authorised and regulated by the Financial Services Authority. FSA Register No. is 310671.

Great Lakes Reinsurance (UK) PLC is authorised and regulated by the Financial Services Authority. FSA Register No. is 202715. You can check this information on the FSA's Register by visiting the FSA's web site [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## DEFINITIONS

### Insurer

Great Lakes Reinsurance (UK) PLC.

### We/Us/Our

For claims matters this refers to FirstAssist Insurance Services Limited who deal with claims on the **insurer's** behalf. For all other matters this refers to Professional Fee Protection Limited who arrange and administer the insurance.

### Insured

The person or company named as **insured** in the Membership Certificate and at the request of the **insured** in respect of A – Employment and B – Prosecution a director, partner or **employee** of the **insured**.

### Approved Representative

A solicitor, **our** Employment Advocacy Service or any appropriately-qualified person who is appointed to act in a professional capacity for the **insured** in accordance with the terms of this policy.

### Any One Claim

All **legal proceedings** (including any appeal against judgment) arising from or relating to the same original cause, event, series of events or circumstance shall be regarded as one claim.

### Acts of Parliament

All **Acts of Parliament** referred to in this policy include any subsequent amendments or re-enactments of those Acts and any equivalent legislation which is enforceable within the **territorial limits**.

### Business

The **insured's** business as declared to Professional Fee Protection Limited.

### Court

A **court**, tribunal or other competent authority.

### Employee

Any person under a contract of service or apprenticeship with the **insured** in connection with the **business**. This includes any trainee under the **insured's** control in connection with a government approved training scheme.

### Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

### **Equipment**

Computers and anything else which contains a microchip. Computers include hardware, software, data, electronic data processing **equipment**, microchips (including integrated circuits) and microcontrollers, and any other computing and electronic **equipment** linked to a computer.

### **Legal Proceedings**

The pursuit or defence of legal disputes.

### **Limit of Indemnity**

During any one period of insurance the maximum liability of the **insurer** shall not exceed the amounts shown in the Membership Certificate.

### **Legal Expenses**

Fees and Costs, Witness Attendance Allowance and in respect of: A - Employment - Basic and Compensatory Awards;

#### **1. Fees**

Any fees and disbursements reasonably and properly incurred by the **approved representative**, or by **us**, in connection with any **legal proceedings**.

#### **2. Costs**

Any costs payable by the **insured** following:

- a) an award of costs by any **court**; or
- b) an out-of-**court** settlement made in connection with any **legal proceedings**. The **insured** must have obtained **our** written agreement to any such settlement in accordance with Claims Settlement Condition 8(g).

#### **3. Witness Attendance Allowance**

The actual loss of earnings incurred when the **insured** is absent from work attending **court** as:

- a) a witness for the **insured** at the request of the **approved representative**; or
- b) a defendant;  
provided that a claim has been admitted under this policy. The sum payable shall not exceed the amounts shown under **limit of indemnity** above.

#### **4. Basic and Compensatory Awards**

- a) A basic or compensatory award of compensation which the **insured** must pay as a result of judgment in a dispute under employment legislation; or
- b) an out-of-**court** settlement of a claim under 4a) above to which **we** have given **our** prior written consent.

#### **5. Jury Service Allowance**

The income, salary or wages of the **insured**, or any director of, partner in or **employee** of the **insured** in respect of that individual's obligation to attend **court** for jury service insofar as it is not recoverable from the relevant **court**. The sum payable shall not exceed the amounts shown under **limit of indemnity** above.

