

Certificate of Insurance

This is to certify that Insurance is provided by the Insurer in accordance with the terms and conditions set out in this Certificate and in any endorsements.

In return for the payment of the Premium and based on the information contained in the Proposal Form and any other information which the Insured, or anyone acting on their behalf, has provided, the Insurer will provide Insurance on the terms contained in this Certificate and in any endorsements.

This Certificate has been signed by or on behalf of Temple Legal Protection Limited.

Dated:

Temple Legal Protection Limited

Temple Court, Alfold, Surrey, GU6 8HG. Registered in England & Wales No. 3698194

SCHEDULE Schedule Contract No. TEMPLE/IGI/102006

Policy No: TEMPLE/CLA/

Insured:

Insured Business Activity:

Address:

Period of Insurance: From dd/mm/yyyy to dd/mm/yyyy both dates inclusive

Limits of Indemnity: 1. £100,000 (Any One Claim) 2. £1,000,000 (Aggregate)

<u>Standard Package</u>	<u>Insured / Not Insured</u>	<u>Excess</u>
1. Employment Defence	Insured	£250
2. Tax and VAT	Insured	£250
3. Criminal Prosecution	Insured	£250
4. Property Disputes	Insured	£250
5. Data Protection	Insured	£250
6. Personal Injury	Insured	£250
7. Loss Adjuster Fees	Insured	£250
8. Jury Service and Witness Attendance Allowance	Insured	Nil
9. Legal Helpline	Insured	Nil

Optional Sections

a) Contract Disputes	Not Insured	£1,000
b) Statutory Licence	Not Insured	£250
c) Motor Disputes	Not Insured	£250
d) Employment Pursuit	Not Insured	£500

Co-insurance: Section a) Contract Disputes – 10% when Professional Expenses exceed £2,000

Appointed Representative: Temple Solicitors.

Endorsements: none

Premium: £

Insurance Premium Tax: £

Total Premium Payable: £

THE THINGS YOU ARE INSURED FOR

This is a claims made insurance. Therefore only claims notified during the Period of Insurance can be considered.

The Insurer agrees to indemnify the Insured up to the Limit of Indemnity for Professional Expenses incurred by the Insured for an accepted Claim which arises directly out of the Insured Business Activity and **which falls within an**

Insured Section and that commences and is notified to the Insurer during the Period of Insurance and where proceedings are within the Territorial Limits in connection with:

STANDARD PACKAGE

Section 1. Employment Defence

The defence at an Employment Tribunal or Court of a dispute with an Employee, ex Employee or prospective Employee which arises out of or relates to a contract of employment with the Insured or a breach of employment legislation and Awards of Compensation in connection with such claim or legal proceedings

Provided that the Insured has sought the advice, which may be recorded, of the Employment Helpline on 01455 255199 as to the procedure to be adopted and has followed the advice given with due diligence;

1. before taking any action against an Employee which could lead to dismissal, or selection for redundancy, or accepting an Employee's resignation or changing an Employee's terms or conditions of employment.
2. on becoming aware of any event or circumstance that may be deemed to be constructive dismissal including but not limited to absence from work following an Employee walking out without written notice and the alteration of work hours or time by the Insured prior to agreement with the Employee.

The Insurer shall not make any payment under Section 1, for:

any monies which the Insured is obliged to pay under any contractual or legislative provision and any Professional Expenses incurred as a direct result of the Insured's failure to pay any such monies.

Section 2. Tax Investigations and VAT Disputes

The representation of the Insured;

a) Inland Revenue & Department of Social Security Investigations

- in meetings and negotiations necessary with the Inland Revenue and / or the Department of Social Security and at an Inland Revenue Commissioners' Hearing and at any appeal following such hearing.

b) VAT Disputes

- in the local review procedure to negotiate an agreement with HM Customs & Excise following a dispute over the quantum of VAT duties and at a VAT Tribunal to appeal against an assessment or written decision by HM Customs & Excise and at any appeal following such VAT Tribunal decision.

The Insurer shall not make any payment under Section 2, for:

- a) technical or routine treatment of matters not connected with nor arising out of an expression of dissatisfaction with the Insured's affairs or any aspect enquiries
- b) taxation proceedings which arise out of the deliberate or reckless misstatements made by the Insured in respect of returns or submissions made to the relevant authorities with the intention of deceiving or which arise out of failure to make timely submissions of returns
- c) the defence of any criminal prosecution
- d) any matter handled by the Investigation Division of HM Customs & Excise or an enquiry by HM Customs & Excise under section 13 of the Finance Act 1985.

Section 3. Criminal Prosecution

The defence of a criminal prosecution brought against the Insured by the Crown Prosecution Service or the Health & Safety Executive directly arising out of the Insured Business Activity provided that the prosecution does not relate to:

- a) investigations by the Inland Revenue, H.M. Customs and Excise or the Department of Social Security.
- b) an allegation of fraud or other form of theft or any forceful or violent act or any wilful act unless subsequently acquitted after representation by an Appointed Representative.
- c) the ownership, possession, hiring or use of a motor vehicle.

Section 4. Property Disputes

The pursuit or defence of the Insured's legal rights relating to a dispute involving actual or alleged negligence,

damage, nuisance or any wrongful act or omission by a third party to any real property, the address of which is noted on the Schedule and the interest of which arises directly from the Insured Business Activity, under the Insured's ownership or care, custody or control.

The Insurer shall not make any payment under Section 4 for:

- a) any Claim or legal proceedings that relate to mining or other subsidence or heave
- b) a dispute arising from or relating to a tenancy agreement or licence to occupy the property other than a dispute regarding the ending of such tenancy agreement or licence
- c) a dispute relating to rent, tax, planning or building regulations or decisions
- d) any disputes with Government or local authority departments concerning the imposition of non-domestic rates
- e) any Claim where the value of damage or likely damage is less than £1,000.

Section 5. Data Protection

The defence of the Insured from actions arising out of the Data Protection Act 1998 including an appeal by the Insured against a refusal of an application for registration or alteration of registered particulars or an appeal against any Enforcement, Deregistration or Transfer Prohibition Notices.

Section 6. Personal Injury

The pursuit of the Insured's legal rights to obtain damages or compensation for personal injury to the Insured which arises out of any actual or alleged act or omission by a third party.

The Insurer shall not make any payment under section 6 where the amount claimed or in dispute is less than £1000.

Section 7. Loss Adjuster Fees

The presentation and negotiation of a claim under a property and or a pecuniary loss insurance policy which is for the benefit of the Insured Business Activity where the combined claim made by the Insured under those insurances is or is likely to be £10,000 or more and where liability under the said insurances is not denied.

Section 8. Jury Service and Witness Attendance Allowance

The Insurer agrees to indemnify the insured for employee wages in respect of Jury Service and/or Witness Attendance in respect of a matter insured under this certificate with such indemnity being limited to a maximum of £50 per day in all and £500 in any claim less a deduction of an amount recovered from the relevant court. **This section shall only apply to an Insured with 30 employees or less.**

Section 9. Legal Helpline

The Insured shall be entitled to use the Legal Helpline on 01455 255199 for any legal matter connected with the Insured Business Activity.

OPTIONAL SECTIONS (please refer to the Schedule to see which optional sections are insured)

Section a) Contract Disputes (optional)

The pursuit or defence of a dispute with a customer or supplier in respect of a contract for the sale of goods or a contract for the supply of a service as defined in the Sale of Goods Act 1979 as amended and the Supply of Goods and Services Act 1982 and as amended provided that the amount in dispute exceeds £1,000.

The Insurer shall not make any payment under Optional Section a), arising from:

- a) any arbitration or adjudication procedure concerning or relating to any building or construction work or activities
- b) any dispute concerning any agency, assignment, bailment, bills of exchange, credit and securities or

- guarantee, or franchise agreements
- c) any disputes relating to the Consumer Credit Act 1974 as amended or any hire purchase agreement
- d) any claim for the recovery of any debts
- e) any disputes relating to motor vehicles.

Section b) Statutory Licence (optional)

The costs of an appeal against the suspension, revocation, imposed alteration of or refusal to renew a licence or policy of registration issued under Statute or Statutory Instrument or by Government or Local Authority to the Insured where such licence or policy of registration is necessary to engage in the Insured Business Activity.

The Insurer will not make any payment under Optional Section b):

- a) for any disciplinary or internal hearings conducted by authorities charged with the regulation of an Insured in the performance of any professional duty nor for any appeal or judicial review following such hearings
- b) unless the Insured has sought the advice of Temple Claims Management immediately upon receipt of either a verbal or written warning, from any person within a position of authority, which in any way either directly or indirectly threatens the continuance of the Insured's legal right to continue to trade
- c) for the pursuit of any judicial review or any other challenge to any legislation.

Section c) Motor Disputes (optional)

This section shall cover the Insured for the following:

- a) the pursuit by the Insured to recover uninsured damages and compensation from other parties arising from a road traffic accident
- b) the pursuit of the Insured's legal rights arising out of any contract connected with motor vehicles
- c) the costs to appeal against a driving disqualification which is applied during the Period of Insurance
- d) representation of the Insured at a hearing for the suspension, withdrawal or curtailment of the Insured's licence to operate a motor vehicle
- e) the defence of a criminal prosecution relating to the use or ownership of a motor vehicle but excluding any fixed penalty offences.

The Insurer will not make any payment under Optional Section c) where:

- a) the prosecution relates to investigations by the Inland Revenue or H.M. Customs and Excise.
- b) the prosecution relates to an allegation of fraud or theft or any forceful or violent act unless the Insured is subsequently acquitted after representation by an Appointed Representative.
- c) the motor vehicle is not properly registered, insured or taxed as required by law or the driver is not licensed or insured to use or own the vehicle as required by law.

Section d) Employment Pursuit (optional)

The pursuit of the Insured's legal rights regarding any remedy sought by the Insured against an employee or ex-employee directly arising out of a breach by that employee or ex-employee of the express terms of their Contract of Employment.

The Insurer will not make any payment under Optional Section d) where:

- a) the amount in dispute is less than £1,000
- b) the dispute relates to defamation or alleged acts of defamation
- c) the dispute relates to acts or alleged acts of negligence, errors or omissions.

THE DEFINITION OF WORDS USED IN THIS INSURANCE

Appointed Representative

A solicitor, barrister, accountant or other appropriately qualified person or firm approved by the Insurer and appointed to act for the Insured in accordance with the terms of this Insurance.

Awards of Compensation

Basic and Compensatory Awards made against the Insured by an Employment Tribunal or settlement thereof agreed in conciliation proceedings. This shall not include Additional, Special or Protective Awards, Interim Relief, arrears of pay or award of damages awarded under the Equal Pay Act or arising out of a failure to comply with awards in respect of reinstatement or re-engagement. The Insurer will not pay redundancy payment or any fine, award or damages incurred by deliberately avoiding a payment or liability under statutory requirements or pay any monies due or properly payable arising from a contract of employment, a service agreement or a related document or from any

related, implied or incorporated terms of a contract of service.

Claim

A request by the Insured under the terms of this Insurance for payment of Professional Expenses. Any Claim or series of Claims including an appeal arising out of the same original cause, event or circumstance shall be regarded as one Claim.

Co-insurance

The amount specified in the Schedule, expressed as a percentage of the Professional Expenses that shall be borne by the Insured at their own risk payable in addition to the Excess.

Court

Any judge or judges, arbitrator or arbitrators or any other tribunal that can properly deal with the dispute and which is within the Territorial Limits.

Excess

The amount specified in the Schedule as being payable by the Insured at their own risk in respect of any one Claim before the Insurer is liable to make any payment.

Insured

The company, firm, partnership, association or individual named in the Schedule for their rights which arise directly from the Insured Business Activity. The Insurer will if requested by the Insured also cover under this Insurance any partner, director or employee of the Insured provided such partner, director or employee agrees to observe all the terms and conditions of this Insurance and provided that the Claim arises directly from the Insured Business Activity.

Insurer

Temple Legal Protection Limited are specialist underwriters with authority to underwrite and manage this insurance on behalf of IGI Insurance Company Limited

Limit of Indemnity

The limit referred to in the Schedule, which shall be the Insurer's maximum liability under this Insurance in respect of 1) any Claim and/or 2) the aggregate for all claims made during the Period of Insurance.

Opponent's Costs

Any costs which the Insured may be ordered to pay to any third party in any proceedings to which the Insurer has given their consent.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the Appointed Representative and any Opponent's Costs in connection with any matter falling within this Insurance and not exceeding the Limit of Indemnity. Professional Fees payable by the Insurer shall not include any VAT that may be recoverable by the Insured.

Territorial Limits

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

THE GENERAL EXCLUSIONS WHICH APPLY TO ALL SECTIONS

The Insurer will not pay for :

1. Professional Expenses incurred before they have given their written consent to such Professional Expenses being incurred or any part of the Claim that relates to the presentation of the Claim by the Appointed Legal Representative.
2. any Claim, the circumstances of which, the Insured knew or ought reasonably to have known prior to the beginning of the Period of Insurance, was likely to give rise to a Claim.
3. any Claim which arises out of any deliberate or reckless act by the Insured or any intentional disregard by the Insured of the need to take all reasonable steps to avoid, prevent and mitigate any such Claim.

4. Professional Expenses where the Insured is entitled to indemnity in respect of those Professional Expenses from any other source or insurance, or would be so entitled but for the existence of this Insurance. Where such funding or insurance is in place the Insurer may consider indemnifying a fair and reasonable share of the Claim.
5. the defence of the Insured in civil or criminal proceedings arising from injury, loss, destruction or damage of or to Property, or any alleged breach of any professional duty or any duty owed as a director or officer of the Insured.
6. any fines, penalties, damages or account of profits. This Insurance only covers Professional Expenses.
7. any Claim arising from any action taken by any government, trade regulator or other such body with legal authority.
8. any Claim that is brought outside the Territorial Limits or that is transferred outside the Territorial Limits
9. any Professional Expenses above £2,000 for any Claim that is or can be dealt with by the Small Claims Court.
10. any Claim where it is proved that the Insured acted illegally and / or dishonestly
11. any Claim brought by the Insured seeking a Judicial Review
12. any Claim regarding a dispute between the Insured and any subsidiary, parent or associated company

CLAIMS CONDITIONS - THE THINGS YOU MUST DO IN THE EVENT OF A CLAIM

1. Notification of a Claim

The Insured must notify the Insurer in writing immediately if the Insured becomes aware of any cause, event or circumstance that is likely to give rise to a Claim under this insurance. Failure to notify a Claim during the Period of Insurance to which it arises will lead to the Claim being rejected.

Initial notification of a claim and request for a claim form must be made in writing by post or facsimile to:

Temple Legal Protection Ltd, Portsmouth House, 1 Portsmouth House, Guildford, Surrey, GU2 4BL

Fax: 01483 300943

All notices and communications to and from the Insurer, the Insured and the Appointed Legal Representative shall be deemed to have been received if posted to the addresses as stated in this Certificate. The Insurer will send the Insured a Claim form, it must be completed and returned along with any other information requested.

2. The Insurer's Consent

After consideration of the Claim form and any other documents that have been requested by the Insurer the Insurer will advise whether consent is to be given. Consent will be given promptly provided that the Insurer is satisfied that the Insured will achieve a successful outcome and it is reasonable and proportionate in all the circumstances to incur Professional Expenses. The Appointed Representative's opinion will be taken into account in determining the prospects of success.

When consent is given the Insurer may impose conditions on the conduct of the Claim including imposing a maximum amount of Professional Expenses that may be incurred without further application to the Insurer. If any of these conditions are breached Professional Expenses incurred in breach of such conditions will not be covered under this insurance.

If the Insured proceeds with a Claim to which the Insurer has not consented because the Insurer was not satisfied that the Insured would not achieve a successful outcome and is subsequently successful, then the Insurer will pay Professional Expenses, subject to all other terms and conditions of the insurance, as if consent had been given.

3. Appointed Representative

The Insured agrees that the Insurer shall nominate the Appointed Representative. If that firm is unable to act, the Insured is free to choose, subject to the Insurer's approval, an Appointed Representative to act on any Claim to which consent has been given. The Insured shall nevertheless have the duty to minimise the cost of claims. Any dispute over the Insured's choice may be resolved in accordance with General Condition 6. The Appointed Representative will always be appointed on behalf of and to act in the name of the Insured. Before appointment, the Insured will require the Appointed Representative to give an undertaking to the Insurer to inform them of any change in the prospects of success or of any other development affecting whether or not it is reasonable and proportionate in all the circumstances to continue to incur Professional Expenses.

4. Conduct of Claims

The Insured must conduct all Claims with the same care and economy as if they were not insured. They must comply with all rules of Court and orders made by the Court and any advice given by the Appointed Representative. The Insured must provide, obtain or sign all documents as necessary and attend meetings or hearings as required.

The Insured, the Insurer and the Appointed Representative shall at all times have regard to the Overriding Objective to the Civil Procedure Rules 1998.

The Insurer shall be entitled to deny any payment or reduce any payment in respect of any Claim if the Insured has failed to cooperate fully or minimised the cost of any Professional Expenses incurred.

5. Developments during the Claim including Offers of Settlement

The Appointed Representative and the Insured must inform the Insurer of any matter affecting the prospects of success or of any other development affecting whether or not it is reasonable and proportionate in all the circumstances to continue to incur Professional Expenses, including any offer to settle a claim being received or made by the Insured. The Appointed Representative and the Insured must also provide the Insurer with any other information or documentation they request, whether or not it is privileged. The Insured must give the Appointed Representative all instructions necessary to achieve this.

In considering any possible settlement, including any proposal to refer any dispute to Alternative Dispute Resolution, the Insured must have regard to Professional Expenses incurred or likely to be incurred and the recovery thereof. The Insured must not enter into any agreement to settle without the Insurer's prior consent, which will not be unreasonably withheld. If the Insured rejects an offer of settlement or does not make an offer of settlement that the Appointed Representative or the Insurer determine is reasonable, no further Professional Expenses will be paid, and the maximum amount payable under this Insurance (subject always to the Limit of Indemnity) will be the amount that would have been payable had the settlement been entered into.

If at any time, whether because of the possibility of settlement, a change in the prospects of success or the prospects of any judgment not being successfully enforced, the insolvency of the Insured or for any other reason it ceases to be reasonable in all the circumstance to continue to incur Professional Expenses, the Insurer may withdraw consent for Professional Expenses to be incurred, and no further Professional Expenses will be paid.

6. Payment of Appointed Representative's bills and Opponent's Costs

The Insurer will pay the Appointed Representative's bills (including payment on account for interim bills) direct if the Insured so requests and if the Insurer is satisfied that the charges are reasonable and have been properly incurred, subject to the Insured paying the Excess, any Co-insurance and any recoverable VAT. If requested, the Insured must endorse the account as being fair, reasonable and properly incurred and/or require the Appointed Representative to submit the bill of costs for detailed assessment by the court or audit by Insurer's representatives. The Insurer will also indemnify the Insured for Opponent's Costs if the Insured is ordered by a Court to pay them. If it is later established that Professional Expenses or Opponent's Costs were not payable under this Insurance in whole or in part then the Insurer will be entitled to recover such payments from the Insured.

7. Recovery of Costs

The Insured must take all reasonable steps to recover Professional Expenses that have been incurred. If the Insured recovers any sum that covers both damages and costs, or the Insured recovers damages but does not recover costs, then a fair and reasonable proportion of the total amount recovered shall be deemed to be a recovery of costs and shall therefore be reimbursed to the Insurer.

8. Apportionment of costs

In the event of any proceedings which are partly covered under this Insurance, but which include any cause of action which is not so covered, the Insurer will pay a fair and reasonable proportion of the total costs.

9. Appeals

The Insured shall co-operate with the Insurer and bring any appeal if requested to do so by the Insurer. If the Insured wishes to bring any appeal, they shall request the Insurer's consent, which shall only be given if the appeal is reasonable in all the circumstances. The costs of any such appeal shall be included in the Professional Expenses payable under this Insurance, subject to the Limit of Indemnity for the original Claim and all other terms and conditions of this Insurance.

10. Insolvency of the Insured

If the Insured becomes insolvent during the course of any claim to which the Insurer has consented the Insurer shall reserve the right to withdraw consent. The Insured shall be deemed to be insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986 or where the Insured enters into any voluntary arrangement with his creditors.

GENERAL CONDITIONS

1. Due Observance

The due observance of and compliance with all the terms, provisions, exclusions and conditions of this Insurance insofar as they relate to anything to be done or complied with by the Insured or the Appointed Representative shall be conditions precedent to any liability of the Insurer to make any payment under this insurance.

2. Confidentiality

Except as required by law, neither the Insured nor the Appointed Representative shall disclose the existence or the terms of this Insurance to any third party without the Insurer's agreement.

3. Cancellation

This Insurance may be cancelled by the Insured giving 30 days notice in writing to the Insurer. The premium will be adjusted on the basis of the Insurer receiving pro-rata premium.

If the Schedule provides for the premium to be paid in instalments then if the Insured defaults on the payment of any instalment all unpaid instalments shall immediately become due and payable and the Insurer may cancel this Insurance by immediate notice in writing. The Insurer may also cancel this insurance by giving 30 days notice to the Insured and the premium shall be adjusted on the basis of the Insurer receiving or retaining pro-rata premium. There will be no refund of premium if the Insured has notified a Claim during the Period of Insurance.

4. Fraudulent Claims

If the Insured or any person on the Insured's behalf makes a fraudulent or false claim or request for payment, this Insurance shall become void, any premiums shall be forfeited and any payment made shall be recoverable by the Insurer.

5. Complaints Procedure

If you have any complaint you can contact the Intermediary who arranged the insurance for you. If you wish to register a complaint in connection with the policy, please contact Temple Legal Protection Limited in writing to:

The Managing Director, Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford Surrey, GU2 4BL.

If your problem isn't resolved you may contact the insurers, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. The insurers will contact you within five days of receiving your complaint to inform you of what action they are taking. The insurers will try to resolve the problem and give you an answer within four weeks. If it will take the insurers longer than four weeks the insurers will tell you when you can expect an answer.

If the insurers have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against the insurers.

If you are still not satisfied you can contact the:

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

The insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurers cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal right you may have to take action against us.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. Tel 0115 941 1022

Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

6. Disputes

This Insurance shall be governed by English law.

In the event of any dispute between the Insured and the Insurer, the dispute shall be resolved by arbitration in accordance with the Arbitration Act 1996. In default of agreement, a sole arbitrator shall be appointed by the President of the Chartered Institute of Arbitrators. The costs of any such arbitration are not covered by this Insurance.

Thank you for choosing this insurance from Temple Legal Protection Ltd