



Legal Expenses Insurance Policy  
**Commercial Legal Protection**



**Irwell**

INSURANCE COMPANY LIMITED

# Commercial Legal Protection

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# Contract of Insurance

## Introduction

Thank you for purchasing Commercial Legal Protection Insurance from Irwell Insurance.

This insurance will support You in pursuing or defending Your legal rights in an Insured Incident.

This is Your Commercial Legal Protection policy document and it provides evidence of the contract between You and the Insurer.

This document forms part of Your policy, along with Your Schedule, any Endorsements and, where applicable, a completed proposal form. Together these documents will give You full details of Your cover and the obligations between You and the Insurer.

Please carefully read all documents and contact the person who sold You this insurance if You have any queries or if any information is missing, incorrect or needs to be changed.

Whenever You provide information to Us or make changes to this policy, You must take reasonable care when answering any questions We ask by ensuring that all information is accurate and complete.

If We establish that You deliberately or recklessly provided Us with false or misleading information We will void this policy, which means that We will treat it as if it had never existed and refuse all claims. We will not return the Premium paid by You.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your policy and any claim, depending on what we would have done if you had not provided false or misleading information.

If We would not have provided You with any cover We will have the option to void the policy which means that We will treat it as if it had never existed and repay the Premium paid, and recover from You any amount We have already paid for any claims including costs or expenses We have incurred.

If We would have applied different terms to the cover We will have the option to treat this policy as if those terms apply and/or reduce proportionately the amount paid or payable on any claim, with Our proportion of the liability being calculated by comparing the amount of Premium paid as a percentage of the Premium You would have paid had You made a fair presentation. Alternatively, We might cancel Your policy in accordance with General Condition 11 below.

Please keep all documents in a safe place in the event You need to refer to its terms and conditions.

## Our obligation to you

In return for You paying or agreeing to pay the Premium shown in Your Schedule and subject to the terms, exclusions, limits and conditions of this insurance and any Endorsements, We will provide the cover detailed in the “Policy Cover” section of this policy below.

Provided that:

- (i) The Insured Incident is within the Territorial Limit; and
- (ii) The action following an Insured Incident always has Reasonable Prospects of Success which must be present throughout the duration of the action.

In no circumstances will Our liability to You exceed the Limit of Indemnity detailed in Your Schedule.

## Making a Claim

To report or make a claim follow the instructions provided in the General Conditions – Claims Procedure

To register a claim please contact Irwell Insurance Company Limited at:

2 Cheetham Hill Road  
Manchester  
M4 4FB  
Telephone Number: 0344 892 0162

Email: [claims@Irwell.co.uk](mailto:claims@Irwell.co.uk)

## Helpline Service

You have access to the Helpline Service shown below 24 hours a day, 365 days a year. Please note that in some cases, depending on the type of advice required and time of call, a call back may need to be arranged.

If You need to use the Helpline Service, please have ready Your policy number or the name of the organisation who sold You this insurance.

To help Us monitor and improve service standards, all calls are recorded.

### Commercial Legal Advice Helpline

Provides You with confidential telephone legal advice on commercial legal matters subject to the laws of England and Wales, Scotland, Northern Ireland and the Isle of Man.

To use the personal legal advice helpline, please call 0344 892 0161.

Please note the legal advice helpline is not intended to replace the services of a solicitor, but rather to assist You to identify the legal issues at hand, consider Your legal rights and what courses of action are available to You and whether You need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring You to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a claim. Please refer to the How to make a claim section described below.

We cannot be held responsible if any of the Helpline Service become unavailable for reasons outside of Our control.

## How to Complain

### If your complaint is about the way a policy was sold to you

If Your complaint is about the way a policy was sold to You, please contact the insurance intermediary who sold the policy to You.

### If your complaint is about your claim

We are committed to providing a high level of service, but if You believe that We have not delivered the service You expected from Us, please let Us know so that We can put things right. If You wish to make a complaint, please contact:

The Complaints Officer  
Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Email: [info@Irwell.co.uk](mailto:info@Irwell.co.uk)  
Telephone: 0344 892 0164

We will contact You within 3 days of receiving Your complaint to inform You of what action We are taking. We will try to resolve Your complaint within 4 weeks. If it will take Us longer, We will explain why and let You know when You can expect Our final response.

### Referring your complaint to the Financial Ombudsman Service

If You are not happy with Our response to Your complaint, or You have not received a response within 8 weeks of the date We received Your complaint, You may be eligible to refer Your case to the Financial Ombudsman Service.

The Financial Ombudsman Service can review complaints from 'eligible complainants', but Your complaint must be submitted to them within 6 months of receiving Our final response.

Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when We have not been able to resolve matters to Your satisfaction.

The service they provide is free and impartial.

### You can contact the Financial Ombudsman Service using the following details:

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

Tel: 020 7964 1000  
Fax: 0207 964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints procedure does not affect Your legal rights.

## Financial Services Compensation Scheme

The Insurer is a member of the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We are unable to meet our liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Such claims are protected for 90% without any upper limit. For compulsory classes of insurance, the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk)

## How do I cancel this insurance policy?

Your insurance policy is an annual policy. You can cancel this policy within 14 days from inception. If You contact Your broker within this time no charge will be made, and We will refund any premium already paid subject to no claims having been made under this policy. If You wish to cancel Your insurance after this period, We will refund a proportionate part of the premium corresponding to the unexpired period of insurance and subject to no claims having been made under this policy.

### Contact Us:

Telephone: 0344 892 0118  
Email: [info@irwell.co.uk](mailto:info@irwell.co.uk)

## Important Information

The insurance provided by this policy is underwritten by Irwell Insurance Company Limited who are registered in England and Wales, registration number 02887406. Registered Office: 2 Cheetham Hill Road, Manchester, M4 4FB. Irwell is authorised by the Prudential Regulatory Authority and is authorised and regulated by the Financial Conduct Authority. PRA Registration No. 202897.

### Use of Your Information by Irwell Insurance Company Limited

Irwell Insurance Company Limited (the Data Controller) is committed to protecting Your privacy in accordance with the current Data Protection Legislation as per the terms set out in the General Data Protection Regulations 2016 (GDPR) and the Data Protection Act 2018 (DPA). This fair processing notice sets out the details of the information that We may collect from You, as well as the ways in which We may process data relating to You and Your company. This notice should be read in conjunction with Our products terms and conditions. The specific company also acting as a data controller of your personal information will be listed in the policy documentation we provide to You.

Irwell Insurance Company Limited may process Personal Data in order to arrange Your insurance cover (including renewals and claims), to comply with a legal requirement, to administer accounts, for research and statistical purposes, to provide customer service, to perform credit checks, to engage in fraud prevention and market Our products and services and any other related purposes which may include underwriting decisions made via automated means. In addition, We may use it for the purposes more particularly described below.

### Who is Irwell Insurance?

Irwell Insurance Company Limited is an insurance company based in the UK. We offer insurance to limited companies, sole traders, partnerships, and individuals for the purpose of insuring You.

### What personal information do we collect and use?

For the provision of Our products in some circumstances, We may need to obtain and process more sensitive personal information about You and Your company, such as information relating to health, criminal convictions, or civil offence data. We may also process other sensitive personal information including details of Your race; ethnicity; religious or philosophical beliefs; political opinions; trade union

membership; genetic or biometric data; or data concerning your sex life or sexual orientation if relevant to Your policy or claim.

This information once gathered may form part the underwriting of the policy or form part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Any such data will only be used for the specific purposes set out in Our notice.

#### How long will we keep your data for?

Your data will not be retained for longer than is necessary and will be managed in accordance with Our data retention policy. In most cases, the retention period will be for a period of ten years following the expiry of the insurance contract, the closure of Your claim, or Our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

#### Will your data leave the EEA?

We may store, process or transfer information We collect about You to destinations outside of the European Economic Area (“EEA”). Where this happens, We ensure that Your information is treated securely using appropriate safeguards. For example, We would protect any transfer of data to another party with standard contractual clauses (SCC’s) built in as part of the contractual obligations in accordance with GDPR legislation.

## Definitions

Certain words have specific meanings when they appear throughout this policy. They are printed in bold type.

Each Section of the Policy contains definitions which apply to that particular Section and they must be read in conjunction with the following General Definitions.

#### Adviser’s Costs and Expenses

- a) Reasonable and necessary costs, fees, and disbursements chargeable by the Appointed Adviser which have been agreed by Us in accordance with Our Standard Adviser’s Terms of Appointment.
- b) Costs and disbursements incurred by the other party in civil cases if an Insured Person is ordered to pay them or pay them with Our agreement.

#### Appointed Adviser

The law firm, accountant or other suitably qualified person appointed by Us to act on Your behalf, under the terms and conditions of this insurance and in accordance with Our Standard Adviser’s Terms of Appointment.

#### Business Activity

The activities carried out by You, as shown in Your schedule.

#### Employee

Any individual contracted to work for You under a permanent full or permanent part time contract of employment or apprenticeship.

#### Insured Incident

An incident or event or the first in a series of incidents or events, arising at the same time or from the same originating cause, which leads to a claim under this insurance and where We have agreed to provide cover under the terms and conditions of this insurance.

#### Insured Person

You, and at Your request:

- a) Your directors, partners, managers, and employees.

### Insurer

Irwell Insurance Company Limited

### Limit of Indemnity

The most We will pay (including any subsequent appeal agreed by Us) is:

- a) £100,000 for any one Insured Incident and £1,000,000 in aggregate for any one Period of Insurance.
- Period of Insurance

The period of time covered by this policy as shown in Your schedule.

### Reasonable Prospects of Success

For each action following an Insured Incident there must always be more than a 50% chance that You will:

- a) recover any losses or damages;
- b) successfully defend a claim or prosecution;
- c) succeed in reducing a sentence, penalty or a fine if You plead guilty in a criminal prosecution;
- d) succeed in enforcing a judgment or obtain a legal remedy which We have agreed to; or
- e) make a successful appeal or defence of an appeal.

In all cases We or a suitably qualified expert acting on Our behalf will assess whether Reasonable Prospects of Success exist. This assessment will also take into account whether a reasonable person would wish to pursue such a dispute if this insurance was not in force.

### Standard Adviser's Terms of Appointment

A separate agreement, available on request, that We require an Appointed Adviser to enter into with Us. This agreement sets out the Appointed Adviser's responsibilities and the amounts We will pay the Appointed Adviser in respect of an Insured Incident.

### Territorial Limit

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

We, Us or Our

The Insurer

You or Your

The business, partnership or individual who has purchased this insurance and is named in the schedule which is registered and located in the United Kingdom of Great Britain and Northern Ireland or the Isle of Man.

In this Policy:

1. Reference to any statute or statutory provision and orders or regulations thereunder shall include a reference to that provision, order or regulation as amended, re-enacted or replaced from time to time.
2. Words importing the singular shall include the plural and vice versa and references to persons include bodies corporate or unincorporated. Words importing any gender shall include all genders.



3. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall remain in full force and effect.
4. The headings in this policy are for reference only and shall not be considered when determining the meaning of this policy.

## General Conditions

Each Section of the Policy contains conditions and must be read in conjunction with the following General Conditions which apply to all Sections unless otherwise stated.

An Insured Person must keep to these conditions as failure to do so may lead to Us refusing a claim, withdrawing funding from a claim, or cancelling this insurance (please refer to General Condition 11).

### 1. An Insured Person's Obligations

An Insured Person must:

- 1.1. Keep to the terms and conditions of this policy;
- 1.2. Take all reasonable precautions to prevent or minimise the risk of a claim occurring under this policy and to avoid incurring any unnecessary costs; and
- 1.3. Supply Us with honest and accurate information when asked to do so.

### 2. Appointment of an Appointed Adviser

- 2.1. If We accept an Insured Person's claim, We will appoint an Appointed Adviser who may be able to negotiate settlement before or without the need for court action.
- 2.2. If an Insured Person's claim cannot be settled by negotiation and it becomes necessary for legal proceedings to be issued (starting an action in court to settle a dispute), or if a conflict of interest arises (where Our chosen Appointed Adviser cannot act for the Insured Person as to do so would breach their professional code of conduct), the Insured Person is free to nominate a law firm or suitably qualified representative to act as the Appointed Adviser.
- 2.3. We will always choose the Appointed Adviser to act on the Insured Person's behalf in any claim where We are liable to pay a compensation award (this means We will always choose the Appointed Adviser for any claim arising under Insured Incident 2(d) – Data Protection Breaches).
- 2.4. Any law firm or suitably qualified representative nominated by an Insured Person must agree to represent the Insured Person in accordance with Our Standard Adviser's Terms of Appointment (which are available on request) and the most We will pay is no more than the amount We would have paid to Our own choice of Appointed Adviser.

### 3. Conduct of the claim

An Insured Person must:

- 3.1. Co-operate fully with Us and the Appointed Adviser and provide any relevant information, documentation, and evidence in connection with a claim when asked to do so; and
- 3.2. Keep Us and the Appointed Adviser fully informed of any developments and instruct the Appointed Adviser to provide Us with any information We ask for.

An Insured Person must not:

- 3.3. Act in a way which obstructs Us or the Appointed Adviser or hinders the progress of a claim; and incur any Adviser's Costs and Expenses or any other costs or amounts without Our consent

We can:

- 3.4. Contact the Appointed Adviser at any time and have access to all documents, information, and evidence regarding an Insured Person's claim;
- 3.5. Withdraw funding for a claim and pursue an Insured Person to recover Adviser's Costs and Expenses or other costs or amounts already paid, if the Insured Person pursues or withdraws from that claim without Our consent or fails to pass on any instructions to the Appointed Adviser;

- 3.6. Withdraw funding for a claim if an Insured Person dismisses the Appointed Adviser without Our consent and there is no valid cause to do so, or if the Appointed Adviser refuses to continue acting for an Insured Person with Our consent and there is valid cause to do so; and
- 3.7. Withdraw funding for a claim if at any time We believe Reasonable Prospects of Success are no longer present. We will still pay any Adviser's Costs and Expenses or other costs or amounts We have agreed to, prior to Reasonable Prospects of Success no longer being present.

#### 4. Claims Settlement

- 4.1. An Insured Person must tell Us immediately when an offer to settle a claim is received and must not enter negotiations to settle a claim without Our prior consent.
- 4.2. If an Insured Person refuses a fair and reasonable offer to settle a claim, We will be entitled to withdraw funding for that claim and We will pay no further Adviser's Costs and Expenses or other costs or amounts.
- 4.3. We may decide to settle a claim by paying the reasonable value of that claim instead of pursuing, defending, or continuing with any action in court. In such cases We may decide to pursue the other party for the amount We have paid to an Insured Person and the Insured Person must allow Us to take over and continue the claim in their name and provide Us with any information in support of this action.

#### 5. Costs Recovery and Assessment of Costs

An Insured Person must:

- 5.1. Take all reasonable steps to recover Adviser's Costs and Expenses or other costs or amounts and pay such sums recovered to Us;
- 5.2. Tell the Appointed Adviser to have Adviser's Costs and Expenses taxed, assessed, and audited if We ask for this. If it is established that Adviser's Costs and Expenses or any other costs have been billed which have not been agreed by Us, We reserve the right to refuse to pay these unauthorised costs.

#### 6. Appealing the outcome of a claim

- 6.1. Appeals regarding the outcome of an Insured Incident, either made by or against an Insured Person, must be notified to Us as soon as possible and, in any event, at least 10 days before the deadline of any appeal.
- 6.2. Reasonable Prospects of Success must still be present in order for an appeal to be considered.

#### 7. Other insurance and apportionment of costs

- 7.1. If any Adviser's Costs and Expenses or other costs or amounts covered by this insurance are also covered under an alternative insurance policy or would have been covered if this insurance did not exist, We will only pay Our share of these costs.

#### 8. Obtaining a legal opinion

- 8.1. We may require an Insured Person, at their own expense, to obtain an independent opinion from a barrister or other expert agreed between the Insured Person and Us over a claim's merits, financial value, and Reasonable Prospects of Success.
- 8.2. If the opinion supports the Insured Person and there are clear merits in proceedings with that claim, the costs incurred by the Insured Person in seeking that opinion will be reimbursed.

#### 9. Disputes with Us

- 9.1. If there is a dispute between an Insured Person and Us over this policy, which cannot be resolved through Our internal complaints handling process, the Insured Person is entitled to seek a resolution through the Financial Ombudsman Service as long as You are eligible to complain.
- 9.2. Where the Financial Ombudsman Service cannot deal with that complaint, the dispute may be referred to arbitration where disputes are resolved by independent arbitrators in accordance with the Arbitration Act. The decision of the appointed arbitrator is binding, and the arbitrator may require the Insured Person or Us to pay the costs.
- 9.3. The arbitrator will be chosen jointly by the Insured Person and Us. If We are not able to agree on the appointment of the arbitrator with the Insured Person, the President of the Chartered Institute of Arbitrators will decide.
- 9.4. Nothing in this clause shall limit Your right to pursue legal action against Us.

## 10. Your Cancellation Rights

### Cooling-off period

You can cancel this insurance, without giving any reason, within 14 days of its start date or within 14 days of receiving Your policy documents, whichever is later.

If You wish to exercise this right, You must notify the person who sold You this insurance. You will be entitled to a full refund of premium paid as long as an Insured Person has not made a claim under this insurance.

### Outside the cooling-off period

You can cancel this insurance at any other time, subject to providing the person who sold You this insurance with 7 days' notice. You will be entitled to a pro-rata refund of premium as long as an Insured Person has not made a claim under this insurance during the current Period of Insurance.

In the event of cancellation, the person who sold You this insurance may apply an administration charge.

## 11. Our Cancellation Rights

### General

We can cancel this insurance at any time, where there is a valid reason to do so, subject to providing You with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- 11.1. An Insured Person has failed to co-operate with Us or the Appointed Adviser and this failure has significantly hindered Our ability to deal with a claim or administer this insurance; and/or
- 11.2. A premium payment is due, or a costs recovery is still outstanding by the end of the final deadline notified to an Insured Person.

### 12. Fraudulent or dishonest claims

If We have evidence that an Insured Person has made a fraudulent, dishonest, or exaggerated claim, or have deliberately misled Us or the Appointed Adviser when presenting relevant information in support of a claim, We reserve the right to cancel this insurance from the date of the alleged claim or misrepresentation and recover from the Insured Person any Adviser's Costs and Expenses or other costs or amounts already paid in respect of that claim which We otherwise would not have paid. We will also not refund any premium paid by You.

### 13. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this insurance.

### 14. Choice of law, jurisdiction and Acts of Parliament

- 14.1. Unless otherwise agreed by Us in writing, this insurance is governed by the laws of England and Wales.
- 14.2. Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.
- 14.3. Any Acts of Parliament or Statutory Instruments referred to in this insurance shall include, where applicable, equivalent legislation in Scotland and Northern Ireland and shall also include any subsequent amending or replacement legislation.

15. Fraud and fraud prevention agencies

If fraudulent activity or false or inaccurate information is identified, We may, at Our discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

## General Exclusions

This Policy does not cover:

1. Claims arising before this insurance started

Any event or dispute which an Insured Person was aware of, or should reasonably have been aware of, which could give rise to a claim under this insurance and existed or happened before this insurance first started.

2. Costs incurred and legal actions we have not authorised

Any Adviser's Costs and Expenses or other costs incurred:

2.1. Before We have accepted a claim; and/or

2.2. Which We have not authorised in advance.

2.3. Any action taken by an Insured Person which We or the Appointed Adviser have not agreed to.

3. Fines and court awards

3.1. Fines, compensation (other than amounts We agree to pay under Insured Incident 2(d) – Data Protection Breaches), damages or penalties awarded against an Insured Person;

3.2. Any costs an Insured Person is ordered to pay by a court of criminal jurisdiction.

4. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an Insured Person.

5. Judicial Review and challenges to legislation

5.1. Judicial Reviews (reviewing the way a decision has been made by a government authority, local authority, or other public body), coroner's inquests or Fatal Accident Inquiries.

5.2. Any challenges to current or proposed legislation.

6. Disputes with Us or the Appointed Adviser

Any claim made against Us or the Appointed Representative (please also refer to General Condition 9).

7. Intra-business disputes

7.1. Any claim relating to disputes between You (acting in Your capacity as the business, partnership or individual named in the schedule who has purchased this insurance) and any of Your subsidiary, associated or parent companies.

7.2. Any dispute between shareholders, directors, or partners in Your business.

8. Franchise or agency rights

Any claim relating to disputes over franchise rights or agency rights.

9. Intellectual Property

Any claim relating to patents, copyrights, passing-off, trade or service marks, intellectual property, registered designs, secrecy, and confidential information (other than claims We have agreed to cover under Insured Incident 1 – Breach of Restrictive Covenant).

10. Libel and slander

10.1. Any claim relating to something said or written:

a). About an Insured Person which may damage the Insured Person's reputation;

b). By an Insured Person which may damage another person's reputation.

**11. Liquidation and insolvency**

Any claim where either at the commencement of or during that claim, You have entered into liquidation, receivership, administration, become insolvent, are declared bankrupt or file for bankruptcy, or enter into a voluntary arrangement or deed of arrangement.

**12. War, terrorism, radioactive contamination, and pressure waves**

Any claim resulting directly or indirectly from or in connection with:

- 12.1. War, terrorism, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military, or usurped power;
- 12.2. Ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- 12.3. The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- 12.4. Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

# Policy Cover

## Insured Incident 1 – Breach of Restrictive Covenant

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to pursue Your legal rights in a dispute with a current or former Employee following their breach of a restrictive covenant expressly incorporated into their contract of employment with You which places restrictions on that current or former Employee:</p> <ul style="list-style-type: none"> <li>• Working for a direct competitor of You in a similar role or setting up as a direct competitor to You;</li> <li>• Contacting Your current customers or suppliers with the intention of taking their business from You;</li> <li>• Contacting Your current Employees with the intention of hiring them to work for a direct competitor of You.</li> </ul> <p><i>Please note that the restrictive covenant must have been designed to reasonably and fairly protect Your legitimate business interests and must not contain any restrictions for periods longer than 12 months.</i></p>	

## Insured Incident 2 – Defence of Legal Rights

### Part 1 – Defending an Insured Person

What is covered	What is not covered
<p>Adviser's Costs and Expenses to defend an Insured Person's legal rights (only upon Your request) following an event arising from Your Business Activity which leads to:</p> <ul style="list-style-type: none"> <li>a) Pre-charge An Insured Person being interviewed by the police or other authority with the powers to prosecute where the Insured Person is suspected of committing a criminal offence;</li> <li>b) Criminal prosecutions An Insured Person being prosecuted in a criminal court;</li> <li>c) Professional or regulatory body disciplinary hearings A formal investigation or disciplinary hearing brought against an Insured Person by a regulatory or professional body;</li> <li>d) Data Protection breaches Civil action taken against an Insured Person for compensation following a breach of Section 13 of the Data Protection Act 1998, including a compensation award the Insured Person is ordered to pay under Section 13 of the Data Protection Act 1998 for the holding, loss, or unauthorised disclosure of data;</li> </ul> <p><i>Please note that You must have registered Your organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) An Insured Person using or driving a motor vehicle;</li> <li>ii) Any investigation conducted by or on behalf of HMRC (this exclusion applies to Insured Incident 4(a) – Pre-charge only).</li> </ul>

## Part 2 – Defending You

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend Your legal rights following an event arising from Your Business Activity which leads to:</p> <p>e) Wrongful Arrest Civil action taken against You for wrongful arrest following an allegation of theft from Your business premises;</p> <p>f) Appealing against a Statutory Notice An appeal against the imposition of terms of a Statutory Notice served on You by the relevant authority;</p> <p>g) Information Commission Officer (ICO) Appeals An appeal against the refusal of the ICO to register Your application for registration.</p>	

## Part 3 – Defending an Employee

What is covered	What is not covered
<p>Adviser’s Costs and Expenses to defend an Employee’s legal rights (only upon Your request) following an event arising from Your Business Activity which leads to:</p> <p>h) Unlawful discrimination Civil action taken against an Employee under legislation for unlawful discrimination on the grounds of age, gender, gender reassignment, sexual orientation, disability, race or religion or any other subsequent protected characteristic defined by Acts of Parliament;</p> <p>i) Pension trustee defence Civil action taken against an Employee in their role as a trustee of a pension fund set up for the benefit of Your Employees.</p>	



## Insured Incident 3 – Protecting Your Property

What is covered	What is not covered
<p>a) Nuisance and Trespass Adviser's Costs and Expenses to pursue or defend Your legal rights in a civil dispute relating to a legal nuisance or trespass which interferes with the use or right over land and/or buildings owned or occupied by You or for which You are legally responsible. <i>Please note that where the claim relates to a dispute over the boundary of Your land and/or buildings, You must be able to supply Us with proof of where that boundary lies.</i></p> <p>b) Damage to Property Adviser's Costs and Expenses to pursue Your legal rights following an event which causes physical damage to:</p> <ul style="list-style-type: none"> <li>• Land and/or buildings owned or occupied by You or for which You are legally responsible; and/or</li> <li>• Material property owned by You for which You are legally responsible.</li> </ul> <p>c) Service Occupancy Licences Adviser's Costs and Expenses to pursue Your legal rights to recover possession of premises, owned by You or for which You are legally responsible, from a current or former Employee.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) A contract You have entered into (other than a service occupancy licence in respect of Insured Incident 3(c));</li> <li>ii) Compulsory purchase orders, repossession or planning permissions, building regulations or restrictions or controls placed on Your land and/or buildings by any government, public or local authority;</li> <li>iii) Any work carried out by, or under the order of, government, public or local authorities or their contractors (unless the claim is for accidental physical damage to Your land and/or buildings and/or material property);</li> <li>iv) Motor vehicles owned or used by or hired or leased to an Insured Person (other than damage to motor vehicles where Your Business Activity is the selling of motor vehicles);</li> <li>v) Goods in transit or goods lent or hired out;</li> <li>vi) Subsidence, heave, quarrying or mining activities.</li> </ul>

## Insured Incident 4 – Personal Injury

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue an Insured Person's (and family members who permanently live with them) legal rights following a sudden and specific event which causes death or bodily injury to the Insured Person (or family members who permanently live with them).</p> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> <li>i) <i>We will only provide cover for an Insured Person (and members of their family who permanently live with them) at Your request; and</i></li> <li>ii) <i>Claims relating to stress, mental illness, emotional or psychological injury are only covered if that condition is caused by a sudden and specific event which results in physical bodily injury to an Insured Person (or to members of their family who permanently live with them).</i></li> </ul>	<p>Any claim relating to illness or injury which develops gradually over a period of time or is not caused by a sudden and specific event.</p>

## Insured Incident 5 – Jury Service and Witness Expenses

What is covered	What is not covered
<p>We will pay an Insured Person's lost salary or wages, up to a maximum of £1,000, from time taken off work to:</p> <ul style="list-style-type: none"> <li>a) Perform jury service;</li> <li>b) Attend a court, tribunal, mediation, arbitration, disciplinary or regulatory hearing at the request of an Appointed Adviser in respect of an Insured Incident under this policy.</li> </ul> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> <li>i) <i>We will only pay sums which cannot be recovered from the relevant court, tribunal or any other party, or sums which are not payable by You; and</i></li> <li>iii) <i>We will only provide this cover for an Insured Person if You request that We do so.</i></li> </ul>	<p>Any claim where an Insured Person cannot provide evidence of the extent of their lost salary or wages.</p>

## Insured Incident 6 – Statutory Licence Appeal

What is covered	What is not covered
<p>Adviser's Costs and Expenses in an appeal to the relevant statutory or regulatory authority, court, or tribunal, following their decision to suspend, cancel, alter the terms of or refuse to renew a licence or certificate of registration, which has been issued to You under statute or statutory instrument or by Government or Local Authority and which is required for You to carry out Your Business Activity.</p> <p><i>Please note that:</i></p> <p>iv) <i>We will only provide cover for appeals and will not help with an application for an original or renewal of a licence or certificate of registration.</i></p>	<p>Any claim relating to the ownership, driving or use of a motor vehicle.</p>

## Insured Incident 7 – Contract Disputes

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue or defend your legal rights in a dispute arising from a breach or alleged breach of a contract entered into by You for the purchase, sale, hire, hire purchase, lease, or provision of goods or of services.</p> <p><i>Please note that:</i></p> <p>v) <i>the amount in dispute must exceed £200 (including VAT);</i></p> <p>vi) <i>if money is owed to You, all normal credit control procedures must be exhausted before You notify Us of a claim;</i></p> <p>vii) <i>if the other party has not contested liability, Your claim will instead be considered under Insured Incident 8 - Recovery of Undisputed Debts (if that cover is in force).</i></p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings (other than a dispute with a professional adviser in connection with such matters);</li> <li>ii) disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement You have with a bank, building society or supplier of credit;</li> <li>iii) motor vehicles owned or used by or hired or leased to You (other than contract disputes for the sale of motor vehicles where Your Business Activity is the selling of motor vehicles);</li> <li>iv) disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;</li> <li>v) disputes with a current or former Employee arising from an actual or alleged contract of employment;</li> <li>vi) computer hardware, software, systems, or services which have either been supplied by You, or have been custom-made by a supplier to Your specific requirements;</li> <li>vii) a breach or alleged breach of professional duty by an Insured Person or any error or omission in any advice given by an Insured Person.</li> </ul>

## Insured Incident 8 – Recovery of Undisputed Debts

What is covered	What is not covered
<p>Adviser's Costs and Expenses to pursue Your legal rights to recover money and interest due to You arising from a breach or alleged breach of a contract entered into by You for the sale, hiring or leasing out or provision of goods or of services.</p> <p><i>Please note that:</i></p> <ul style="list-style-type: none"> <li>(i) <i>the debt must exceed £200 (including VAT);</i></li> <li>(ii) <i>all normal credit control procedures must be exhausted before You notify Us of a claim;</i></li> <li>(iii) <i>We must be satisfied that the other party has the financial means to pay the debt before We agree to take further action to recover that debt;</i></li> <li>(iv) <i>if the other party contests liability, Your claim will instead be considered under Insured Incident 7 - Contract Disputes (if that cover is in force).</i></li> </ul>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> <li>(i) the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;</li> <li>(ii) pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement You have with a bank, building society or supplier of credit;</li> <li>(iii) motor vehicles owned or used by or hired or leased to You (other than contracts for the sale of motor vehicles where Your Business Activity is the selling of motor vehicles);</li> <li>(iv) the amount of money or compensation payable in respect of a claim under any insurance policy;</li> <li>(v) sums owed by a current or former Employee arising from an actual or alleged contract of employment;</li> <li>(vi) computer hardware, software, systems, or services which have been supplied by You.</li> </ul>

# How to Make a Claim

## Please note the terms under General Conditions.

Your insurance may be invalidated if You have failed to comply with any of the terms and conditions of this policy.

If You are involved in a legal dispute which cannot be resolved by using Our Helpline Service and needs to be reported as a claim under this insurance, please phone Our dedicated claims reporting line on 0344 892 0162 which is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

Please have ready Your policy number or the name of the organisation who sold You this insurance.

Please note the following important information:

- a) An Insured Person must report their claim to us on 0344 892 0162 as soon as the Insured Person becomes aware of any circumstances which could give rise to a claim under this insurance. You will need to provide confirmation that any other Insured Person has Your authority to claim.
- b) Be ready to provide as much information concerning the claim as possible. This may include details of employment contracts or agreements entered into with other parties, names and addresses of all parties involved, expert or medical reports and contact details of any witnesses. We may also ask an Insured Person to provide other information relevant to the claim as part of its assessment which may involve completing a claims form.
- c) This is a claims made insurance which means that claims must be notified to Us during Your Period of Insurance. If Your policy expires and an Insured Person's claim is reported more than 14 days after the expiry date, We will not be able to assist with the claim.
- d) We will not provide cover if the circumstances giving rise to a claim exist before the start date of this insurance (please refer to General Exclusion 1).
- e) Under no circumstances should an Insured Person instruct their own lawyer, accountant or legal representative or incur any costs before We have accepted the claim as We will not pay any costs incurred without Our agreement. Unless it is necessary to start legal proceedings (starting an action in a court to settle a dispute) or if there is a conflict of interest (where Our chosen Appointed Adviser cannot act for an Insured Person as to do so would breach their professional code of conduct), We will appoint Our own Appointed Adviser to act on the Insured Person's behalf if We accept Your claim.
- f) We will always choose the Appointed Adviser in any claim where We are liable to pay a compensation award (this means We will always choose the Appointed Representative for any claim arising under Insured Incidents 2(d) – Data Protection Breaches).
- g) Once all relevant information has been received, an assessment of an Insured Person's claim will be conducted, and We will let the Insured Person know if We can help. Please note that Reasonable Prospects of Success must be present throughout the duration of any claim and cover could be withdrawn if at any stage Reasonable Prospects of Success no longer exist which could be as a result of new information emerging regarding the claim or as legal arguments develop.
- h) If We are unable to cover an Insured Person's claim, then We will explain the reasons why and discuss any other available methods (which may be at the Insured Person's expense) to help achieve a successful outcome.

If You need to write to Us, You can write to You at the following address:

Irwell Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB

Alternatively, You can email Us at [claims@irwell.co.uk](mailto:claims@irwell.co.uk)

Please ensure to include Your policy number on all correspondence.



**Irwell**

INSURANCE COMPANY LIMITED

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