

# HF Assist commercial legal expenses insurance

## Insurance product information document

Company: HFIS plc

Product: Commercial Legal Protection

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

This document summarises the key features of your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

### What is this type of insurance?

Commercial Legal Protection provides insurance to cover up to £50,000 for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### What is insured?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- ✓ **Employment Disputes and Compensation Awards:** To defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you.
- ✓ **Bodily Injury:** To pursue proceedings for damages, specific performance or injunction arising from or out of the death or bodily injury of your employee(s).
- ✓ **Service Occupancy:** To pursue an employee or an ex-employee to recover



#### What is not insured?

The policy does not provide cover for:

- ✗ **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- ✗ **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- ✗ **Proportionality:** We won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- ✗ **Conflicts:** We will not cover any claims relating to disputes with anyone you live

possession of business premises owned by you, or for which you are responsible for.

- ✓ **Prosecution Defence for Employers and Employees:** To defend your, or your employees', rights following a criminal prosecution relating to your business, and to fund an appeal against Health and Safety Enforcement Notices served on your business.
- ✓ **Data Protection and Information Commissioner Registration:** Costs:
  - To appeal against enforcement or other notices served on you under data protection legislation.
  - To defend proceedings brought against you for compensation under data protection legislation.
  - For any award of compensation made against you under data protection legislation
  - Incurred in an appeal against the refusal of the Information Commissioner to register your application for registration.
- ✓ **Property Damage:** To pursue proceedings against a third party, other than an employee or former employee, following an act or omission relating to material property owned by you which results in physical damage to that property.
- ✓ **Property Infringement:** Costs and expenses incurred by you in proceedings for nuisance or trespass against the person or organisation infringing your legal rights in relation to the business premises.
- ✓ **Tenancy Disputes:** To pursue or defend proceedings between you and your landlord under the terms of the lease or tenancy agreement applying to your business premises.
- ✓ **Statutory Licence Protection:** Costs incurred by you in an appeal to the relevant statutory body, where the relevant authority suspends, revokes, alters the terms of or refuses to renew your statutory licences.
- ✓ **Tax Disputes:** Accountancy fees to deal with NIC Disputes, Business Full Enquiries, PAYE Disputes and VAT Disputes.
- ✓ **Jury Service:** Attendance expenses for Jury Service.
- ✓ **Disability Discrimination Disputes and Compensation Awards:** Costs and expenses incurred by you in defence of civil proceedings, brought by a member of the public under the Disability Provisions within the Equality Act 2010 relating to access to your business premises.

with or have lived with; nor any costs covered by another insurance policy.

- ✗ **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



## Are there any restrictions on cover?

- ! **Qualifying Period:** There is 90 day qualifying period for claims for Employment Disputes and Compensation Awards, Contract, Debt Recovery and Tax Disputes. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### Where am I covered?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **For Bodily Injury:** The United Kingdom, the European Union, The Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
- ✓ **For Disability Discrimination Disputes and Compensation Awards:** The United Kingdom
- ✓ **For all other sections:** The United Kingdom, The Channel Islands or The Isle of Man.



### What are my obligations?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### When and how do I pay?

You can pay for your insurance in one lump sum with a debit / credit card or in monthly instalments by direct debit. If you pay by instalments, a credit charge will be applied.



### When does the cover start and end?

Your cover will start at 00:00 on the 00/00/0000 and end at 00:01 on the 00/00/0000. Your policy may be renewed and payment taken unless you contact us to stop it before the renewal date. We will contact you before your renewal date and before taking payment to confirm your renewal terms.



### How do I cancel the policy?

You can cancel the policy at any time by calling us on **[INSERT NUMBER]** or writing to us at **Customer Services, [INSERT ADDRESS]**.

More information about your cancellation rights, applicable administration charges and the reasons we can cancel the policy are included with your policy documents.

### HF Assist Premium Subscription

- The HF Assist Premium subscription gives access to legal expenses cover related to queries made to the legal helpline. The cover is held by HFIS plc and administered by Arc Legal Assistance.
- Customers are purchasing an HF Assist Premium subscription, they do not purchase an insurance service or policy.
- Cover runs concurrently with HF Assist Premium subscriptions