



Super Protect Legal Expenses Cover

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Policy Interpretation

- Certain words have common special meanings which are set out under General Definitions.
- All titles and headings in this **Policy** do not form part of the terms and conditions and are for reference purposes only.
- References to a statute will be construed to include all amending or replacement Acts of Parliament, Statutory Instruments and Regulations and, in other jurisdictions within the **Territorial Limits**, any equivalent statutes or laws.
- Words in the singular shall include the plural and vice versa.
- Words importing the masculine will import the feminine and the neutral.

Contract of Insurance

Introduction

Thank you for purchasing Super Protect Legal Expenses Cover from **Peninsula**.

This insurance will support **You** in pursuing or defending **Your** legal rights following an **Insured Incident**. This is **Your** Super Protect Legal Expenses Cover **Policy** document and it provides evidence of the contract between **You** and the **Insurer**.

Your Policy may be subject to **Endorsements**, which may add conditions or exclusions or make other amendments to this **Policy** which are specific to **Your Business**.

We (the **Insurer**) have given written delegated authority to **Peninsula** to underwrite on **Our** behalf.

It is important that **You**:

- read and review any information **You** or **Your** insurance adviser provide to **Us**, including any Statement of Fact if applicable, and ensure that it is correct, complete and free of any misrepresentation;
- check that **Your Policy** (including any **Endorsements**), **Schedule**, and Limits of Indemnity are those which **You** have requested;
- understand the **Endorsements**, General Exclusions (such as the Cyber Exclusion) to ensure they are compatible with **Your Business**;
- understand and comply with **Your** duties under this **Policy**;
- if any part of **Your Policy** requires an amendment please return for correction to, if applicable **Peninsula**.

Alterations in the cover required after this **Policy** is issued will be confirmed by a separate **Endorsement** and/or **Schedule**. **You** should keep these with **Your Policy** document in a safe place in case **You** need to refer to it.

Choice of Law

Unless otherwise agreed by **Us** in writing, this insurance is governed by the laws of England and Wales.

Any dispute arising in relation to this insurance will be determined exclusively by the courts of England and Wales.

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.

Our Liability

Our liability under this contract is several and not joint with other insurers that may be party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

Contract of Insurance

The Insurance Act 2015

This important new legislation includes clarification of the duties and remedies between **You** and **Us** in the following key areas:

- **Your** duty of fair presentation to **Us**.
- The remedies **We** have for non-disclosure, misrepresentation and fraudulent **Claims**.

This **Policy**, unless modified or amended by **Endorsement**, does not contract out of the Insurance Act 2015.

Any contracting out of the Insurance Act 2015 will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsement**, which may apply depending on the trade or particular risks involved.

Your Duty of Fair Presentation

We have relied on the information **You** have given **Us** in setting the terms and premium for this **Policy**. **You** owe **Us** a duty of fair presentation under the Insurance Act 2015. To comply with this duty, it is very important that:

- **You** provide **Us** with all material information in a clear and accessible form, having made reasonable searches and enquires of all information available to **You** (including information held by third parties, such as agents, service providers or anyone insured by the **Policy**);
- the information **You** provide, including **Your** answers to any Statement of Fact and all other information **You** provide, is correct, complete and free of any misrepresentation;
- any statements of opinion, expectation or belief are made in good faith.

Your duty of fair presentation applies at commencement, renewal and whenever making any changes to **Your Policy**.

If **You** breach **Your** duty of fair presentation, **You** may adversely affect **Your Policy** and **Your** ability to make any **Claim**:

1. If **Your** breach is deliberate or reckless and **We** show that if **You** had complied with **Your** duty, **We** would not have entered this **Policy**, or would only have done so on different terms, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all **Claims**, reclaim any sums paid to **You** and need not return the premium paid;
2. If **Your** breach is neither deliberate nor reckless and **We** show that if **You** had complied with **Your** duty:
 - a. **We** would not have entered this **Policy**, **We** will be entitled to treat this **Policy** as if it had never existed, refuse to pay all **Claims**, reclaim any sums paid to **You** and return the premium paid;
 - b. **We** would only have entered this **Policy** on different terms, **We** will be entitled to:
 - i. treat this **Policy** as if it had been entered into on those different terms;
 - ii. reduce any **Claim** in the same proportion as the premium actually charged bears to the higher premium that would have been charged.
3. **We** will write to **You** if **We** intend to treat **Your Policy** as if it never existed or amend the terms of **Your Policy**.

Contract of Insurance

Notifying any changes during the policy period

Your failure to promptly notify **Us** of changes in the information **You** have provided may adversely affect **Your Policy** or **Your** ability to make any **Claim**, in whole or part. **Claims** arising from or connected to a material change to **You** or **Your Business** or the risks insured, as compared to the information **You** declared at the inception of this **Policy** may be excluded unless covered by an express extension or **Endorsement** to this **Policy**.

If **You** become aware at any time during the **Period of Insurance** of material changes to the information **You** provided to **Us** (for example, due to new developments in **Your Business**), **You** or **Your** insurance adviser must inform **Peninsula** as soon as reasonably practicable.

We will be entitled to revise the premium and/or the terms of this **Policy** (retrospectively if appropriate), to reflect the material change and/or to exercise **Our** right to cancel this **Policy**. If **You** are late in notifying **Us** of any inaccuracy or material change and **We** would have cancelled this **Policy** if **You** had notified **Us** as soon as reasonably practicable, **We** will be entitled to treat this **Policy** as if it had been cancelled by **Us** after **You** should have notified **Us**.

Once **We** have been notified of any material change, **We** will advise **You** if this affects **Your Policy**. **You** will pay any additional premium due and confirm **Your** acceptance of any amended terms within thirty (30) days of being notified of such changes by **Us**. **We** may decide simply to note the change for the purpose of review prior to renewal.

Your duties under the Policy

The **Policy** includes details of what **You** must do in order to comply with the terms on which **We** provide cover. The General Conditions and General Exclusions include the duties which apply.

You must take time to understand **Your** duties in relation to this **Policy**. If **You** overlook or fail to comply with **Your** duties **You** may adversely affect **Your Policy** or **Your** ability to make any **Claim**, in whole or part.

The Making a **Claim** Section includes duties relating to the **Claim** process.

Conditions Precedent to our Liability

This **Policy**, unless modified or amended by **Endorsement**, does not include conditions precedent to **Our** liability.

Any conditions precedent to **Our** liability will be clearly identified and explained by specific **Endorsement**. It is important that **You** should pay special attention to any such **Endorsements**, which may apply depending on the trade or particular risks involved. Failure to comply with a condition precedent may result in a loss of cover or an inability to make a **Claim**.

Non-payment of premium

In the event that **You** do not pay the promised premium to **Peninsula** within the agreed time limit for such payment this **Policy** will be cancelled from its start date which means that **You** have never had any cover or protection from this **Policy**.

If **Your Policy** is cancelled, **Peninsula** will send **You** a letter of cancellation to **Your** last known address.

Contract of Insurance

Compliance with Terms and Conditions

You must comply with all terms and conditions in this **Policy** and, if **We** request it, provide such proof of compliance at **Your** expense as **We** may reasonably require. **You** will be liable to **Us** for loss caused by any breach of terms or conditions, which may include any increase in **Our** liability under this **Policy** caused by **Your** breach.

Making a Claim

This part of **Your Policy** explains how to make a **Claim** and explains **Your** obligations relating to the **Claims** process.

Our Claims Commitment to You

We aim to provide **You** with an efficient and easy to use **Claims** service. To do this, **We** may use specially selected companies to deal with **Your Claim** on **Our** behalf.

We will, throughout the **Claims** process;

- Act with honesty and integrity.
- Keep **You** informed of any significant developments regarding the status of **Your Claim**.
- Inform **You** if **We** cannot deal with any part of **Your Claim** and provide a clear explanation of the reasons why.
- Provide **You** with the highest level of customer care at all times.

Where **Our** consent is required prior to incurring costs or taking other action relating to any **Claim**, **We** will not unreasonably withhold or delay providing **You** with consent. This process protects **You** from incurring costs or taking action that is not covered by this **Policy**.

Fraudulent Claims and Dishonest Acts

If **You**, or anyone acting on **Your** behalf, make a fraudulent or fraudulently exaggerated **Claim** under this insurance, or otherwise seek dishonestly to deceive **Us** during the course of any **Claim**, **We**:

1. will not be liable to pay the **Claim**; and
2. may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
3. may by notice to **You** treat this **Policy** as having been terminated with effect from the time of the fraudulent or dishonest act.

If **We** exercise **Our** rights under 3 above **We**:

- a. shall not be liable to **You** for any relevant event which occurs after the time of the fraudulent or dishonest act. A relevant event is whatever gives rise to **Our** liability under this **Policy** (for example – if a loss is incurred or **You** make a **Claim** or if **We** are notified of circumstances which may give rise to a **Claim**); and
- b. need not return any premium paid.

Contract of Insurance

Commercial Legal Advice Helpline

You have access to the Commercial Legal Advice Helpline shown below Monday to Friday between the hours of 8am and 6pm. 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, please have ready **Your Policy** number which is shown on **Your Schedule** or the name of the organisation who sold **You** this insurance.

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

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

To use the commercial legal advice helpline, please call [0344 892 4424](tel:0344 892 4424).

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 cover under this insurance.

Please note this helpline excludes any advice in relation to an employment issue and/or health and safety issues unless in relation to an **Insured Incident**.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a **Claim**. Please refer to the Making a **Claim** section.

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

Contract of Insurance

Claim Conditions and How to Report a Claim

Please note the terms under General Conditions.

If **You** are involved in a legal dispute which cannot be resolved by using **Our** Commercial Legal Advice Helpline and needs to be reported as a **Claim** under this **Policy**, please phone **Our** dedicated **Claims** reporting line on [0344 892 4424](tel:0344 892 4424). All calls are recorded for training purposes.

Please have ready **Your Policy** number.

Please note the following important information:

- a. An **Insured Person** must report their **Claim** to **Us** on [0344 892 4424](tel:0344 892 4424) as soon as the **Insured Person** becomes aware of any circumstances which could give rise to a **Claim** under this **Policy**. **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 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 Exclusions 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. **We** will appoint **Our** own **Appointed Adviser** to act on the **Insured Person's** behalf if **We** accept **Your Claim**. **You** may decide to choose **Your** own lawyer, accountant or legal representative, once legal proceedings have been issued or if there is a conflict of interest (if **Our** chosen **Appointed Adviser** cannot act for **You** as to do so would breach their professional code of conduct). However, they must act on **Our Standard Adviser's Terms of Appointment**. **We** will only pay them as set out in the **Standard Adviser's Terms of Appointment**, the hourly rate is £190 per hour which may vary from time to time.
- 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 Incident 3(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**, **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.

Contract of Insurance

If **You** need to write to **Us**, **You** can write to **Us** 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

Or **You** can telephone: [0344 892 4424](tel:0344 892 4424)

Please ensure to include **Your Policy** number on all correspondence.

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 **Peninsula** 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: complaints@irwell.co.uk
Telephone: [0344 892 0164](tel: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

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.

Contract of Insurance

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

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

Telephone: 020 7964 1000
Fax: 020 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Web: 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

FSCS contact details:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Email: enquiries@fscs.org.uk
Telephone (for UK callers): 0800 678 1100 (freephone)
Telephone (for callers from abroad): +44 (0) 20 7741 4100
Web: www.fscs.org.uk

How do I cancel this insurance policy?

Should **You** decide to cancel this **Policy** **You** can do so at any time by notifying **Peninsula**.

If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

However, if **You** make a **Claim** or if **We** are notified of circumstances which may give rise to a **Claim** a refund of premium may not be given.

If this **Policy** is cancelled prior to or within the cooling-off period **You** must return to **Us** all **Policy** documentation.

Contract of Insurance

Your Cancellation Rights

Prior to the start of the Period of Insurance

If **You** decide to cancel this **Policy** and **You** provide **Us** with **Your** written instruction before the start of the **Period of Insurance** and no cover is to be provided by **Us**, **You** will be entitled to a full refund of the premium.

During the cooling-off period of fourteen (14) days

You have the statutory right to cancel this **Policy** within fourteen (14) days from the purchase of this **Policy** or its renewal date or from the day on which **You** receive this **Policy** or renewal documentation, whichever is the later.

- To cancel this **Policy** please write to **Peninsula** to confirm **Your** requirements.
- Upon receiving **Your** instructions **We** will cancel this **Policy**:
 - where **You** request that no cover is to be provided by **Us**, **You** will be entitled to a full refund of premium; alternatively
 - where **You** request this **Policy** coverage to be operative for a limited number of days within the cooling-off period **You** will be entitled to a refund of premium paid, less a deduction for any time for which **We** have provided cover. This is calculated in proportion to the time **We** have provided cover provided there have been no **Claims** or circumstances that have occurred which may give rise to a **Claim** under this **Policy**, in which case no premium will be refunded.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the full premium.

After the cooling-off period

You may cancel this **Policy** at any time by giving notice in writing to **Peninsula**.

- Upon receiving **Your** instructions, **We** will cancel this **Policy** and provided there have been no **Claims** or circumstances that have occurred which may give rise to a **Claim** under this **Policy**, **You** will be entitled to a refund of premium paid less a deduction for any time **We** have provided cover. This is calculated in proportion to the time **We** have provided cover unless a minimum premium has been accepted by **You** increases this calculated amount.
- Cancellation outside the cooling-off period may also incur an additional charge, as stated in the **Schedule**, to cover the administrative cost accepted by **You** for providing the insurance.
- If **You** do not exercise **Your** right to cancel this **Policy** the insurance will continue in force and **You** will be required to pay the premium.

Contract of Insurance

Our Cancellation Rights

We can cancel this insurance by giving **You** seven (7) days' notice in writing.

We will only do this for a valid reason.

Examples of valid reasons are as follows but these are not limited to:

1. non-payment of premium in which case cancellation is effective from the start date of the **Period of Insurance**. This has the same effect as if **You** have never had any cover or protection from this **Policy**;
2. a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
3. **Your** non-cooperation or failure to supply any information or documentation **We** request;
4. **Your** threatening or abusive behaviour or use of threatening or abusive language.

If this **Policy** is cancelled then, provided a **Claim** or the possibility of a **Claim** has not been notified to **Us** **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered and **You** may incur an additional charge, as stated in the **Schedule**, to cover the administrative cost as accepted by **You** for providing the insurance.

If **We** decide to cancel this **Policy** **We** or **Peninsula** will do so by sending **You** a letter of cancellation to **Your** last known address.

Contract of Insurance

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 and the Prudential Regulatory Authority. 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.

If **You** have any concerns about the way in which **Your** data is being handled by **Us** please get in touch:

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

Telephone: [0344 892 0118](tel:03448920118)

Email: data.protection@irwell.co.uk

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**.

Contract of Insurance

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 United Kingdom?

We may store, process or transfer information **We** collect about **You** to destinations outside of the United Kingdom ("UK"). 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 (SCCs) built in as part of the contractual obligations in accordance with GDPR legislation.

If **You** have any concerns about the way in which **Your** data is being handled by Us please get in touch:

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

Telephone: [0344 892 0118](tel:0344 892 0118)

Email: data.protection@irwell.co.uk

Alternatively, **You** may complain to the Information Commissioner's Office:

ICO, Wycliffe House, Water Lane, Wilmslow, SK9 5AF

Telephone: [0303 123 1113](tel:0303 123 1113)

Web Site: <https://ico.org.uk>

Policy Cover

General Definitions

Certain words have specific meanings when they appear throughout this **Policy**. They are printed in bold type and will be capitalised.

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/ Business Activity

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

Claim

A request for indemnity cover under the terms of this **Policy** following an **Insured Incident**.

Employee

Any prospective, current or former person contracted to work for **You** under a permanent full or permanent part time contract of employment or apprenticeship or an individual who works under **Your** supervision.

Policy Cover

Endorsement

A written attachment forming part of this **Policy** noting any modifications or amendments in this **Policy**.

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: **Your** directors, partners, managers, and **Employees**.

Irwell Law

Irwell Law Limited (Company Number 03205012). The **Peninsula**, Victoria Place, Manchester, M4 4FB.
Authorised and Regulated by the Solicitors Regulation Authority: SRA Number 815945

Limit of Indemnity

The maximum amount **We** will pay as stated in the **Schedule**.

Peninsula

Peninsula Business Services Limited (Company Number 1702759) whose registered office is at The **Peninsula**, Victoria Place, Manchester, M4 4FB.

Period of Insurance

The period specified in the **Schedule** for which the **Insurer** has agreed to accept, and **You** have paid or agreed to pay the premium and any subsequent **Period of Insurance** which may be agreed.

Policy

The contract of insurance comprises of, the **Schedule**, terms, exclusions, conditions, together with **Endorsements**.

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.

Policy Cover

Schedule

Attaching to this **Policy** which incorporates **Your** details and the scope of coverage provided by this **Policy**.

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 Limits

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

We/Us/Our/Insurer

Irwell Insurance Company Limited or any person appointed by **Us** and authorised to act on **Our** behalf in relation to this **Policy**.

You or Your

The person, company or any other legal entity stated in the **Schedule**.

Super Protect Legal Expenses Cover

Introduction

Your Schedule will specify if this section is operative. Thank you for purchasing Super Protect Legal Expenses Cover from **Peninsula** Business Services Limited and underwritten by Irwell Insurance Company Limited.

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

This is **Your** Super Protect Legal Expenses Cover **Policy** document and it provides evidence of the contract between **You** and the **Us**.

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

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 **Policy** 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. **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**; and
- iii. 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**.

Super Protect Legal Expenses Cover



Commercial Legal Advice Helpline

You have access to the Commercial Legal Advice Helpline shown below Monday to Friday between the hours of 8am and 6pm. 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, please have ready **Your Policy** number which is shown on **Your Schedule** or the name of the organisation who sold **You** this insurance.

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

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

To use the commercial legal advice helpline, please call [0344 892 4424](tel:0344 892 4424).

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 cover under this insurance.

Please note this helpline excludes any advice in relation to an employment issue and/or health and safety issue's unless in relation to an **Insured Incident**.

Using the Helpline Service, where obtaining legal advice, does not constitute notification of a **Claim**. Please refer to the Making a **Claim** section.

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

Super Protect Legal Expenses Cover



Policy Cover Super Protect Legal Expenses Cover

Insured Incident 1 – Enhanced Business Assistance

What is covered

a. Contract Review

Adviser's Costs and Expenses for two contract reviews per **Period of Insurance** in respect of contract(s) related to **Your Business**.

Provision for additional contract reviews within the **Period of Insurance** is provided under **Insured Incident 1 – Enhanced Business Assistance – e) Discounted Legal Services**, costs of which **You** will be liable for.

b. Data Subject Access Request (DSAR)

Adviser's Costs and Expenses for responding to a Data Subject Access Request in relation to **Your Business**.

Please note this is limited to one Data Subject Access Request per **Period of Insurance**.

Provision for responding to additional Data Subject Access Requests within the **Period of Insurance** is provided under **Insured Incident 1 – Enhanced Business Assistance – e) Discounted Legal Services**, costs of which **You** will be liable for.

c. Director's Service Agreements

Adviser's Costs and Expenses in drafting a Director's Service Agreement in relation to **Your Business**.

Please note this is limited to one Director's Service Agreement per **Period of Insurance**.

Provision for drafting additional Director's Service Agreements within the **Period of Insurance** is provided under **Insured Incident 1 – Enhanced Business Assistance – e) Discounted Legal Services**, costs of which **You** will be liable for.

What is not covered

Any **Claim** relating to:

- i. A contract review of over 1.5 hours long. Please see **Insured Incident 1 – Enhanced Business Assistance –vi) Additional Discounted Legal Services**;
- ii. Responding to more than one Data Subject Access Request in the **Period of Insurance**;
- iii. Drafting more than one Director's Service Agreements in the **Period of Insurance**;
- iv. Drafting Settlement Agreements that total more than 10% of the number of **Employees** in the **Period of Insurance**. The figure will be rounded up or down to the nearest whole number in line with usual rounding up from 5 and subject to a minimum of 2.

Super Protect Legal Expenses Cover



Policy Cover Super Protect Legal Expenses Cover

Insured Incident 1 – Enhanced Business Assistance

What is covered

d. Settlement Agreements

Adviser's Costs and Expenses for drafting a Settlement Agreement in relation to **Your Business**.

Please note that the number of Settlement Agreements per **Period of Insurance** is limited in number to a maximum of 10% of the number of **Employees** per **Period of Insurance**. The figure will be rounded up or down to the nearest whole number in line with usual rounding up from 5 and subject to a minimum of 2.

Provision for drafting additional Settlement Agreements within the **Period of Insurance** is provided under **Insured Incident 1 – Enhanced Business Assistance – e) Discounted Services** on a customer to pay basis.

e. Additional Discounted Legal Services

Access to Discounted Legal Services that can help **Your Business**. This is provided by **Irwell Law** and **You** will be liable for any costs.

If **You** wish to access any of the services provided under this **Insured Incident 1** please phone **Our** dedicated **Claims** reporting line on [0344 892 4424](tel:0344 892 4424).

Super Protect Legal Expenses Cover



Policy Cover Super Protect Legal Expenses Cover

Insured Incident 2 – Breach of Restrictive Covenant

What is covered

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**:

- a. Working for a direct competitor of **You** in a similar role or setting up as a direct competitor to **You**;
- b. Contacting **Your** current customers or suppliers with the intention of taking their business from **You**;
- c. Contacting **Your** current **Employees** with the intention of hiring them to work for a direct competitor of **You**.

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.

What is not covered

Any **Claim** relating to:

- i. Covenant restrictions greater than 12 months; and
- ii. Covenants that are not designed to reasonably and fairly protect **Your** legitimate business interests.

Super Protect Legal Expenses Cover

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 3– Defence of Legal Rights

Part 1 – Defending an Insured Person

What is covered

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:

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;

b. Criminal prosecutions

An **Insured Person** being prosecuted in a criminal court;

c. Professional or regulatory body disciplinary hearings

A formal investigation or disciplinary hearing brought against an **Insured Person** by a regulatory or professional body;

d. Data Protection breaches

Civil action taken against an **Insured Person** for compensation for failure to comply with data protection legislation. **We** will also cover the **Insured Person** for compensation awards the **Insured Person** is ordered to pay under data protection legislation for the holding, loss, or unauthorised disclosure of data.

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.

What is not covered

Any Claim relating to:

- i. An **Insured Person** using or driving a motor vehicle;
- ii. Any investigation conducted by or on behalf of HMRC (this exclusion applies to **Insured Incident 3 Part 1(a) – Pre-charge only**).
- iii. **You** not having registered **Your** organisation as a data controller with the Information Commissioner Office before the breach or alleged breach occurred.

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 3– Defence of Legal Rights

Part 2 - Defending You

What is covered

Adviser's Costs and Expenses to defend **Your** legal rights following an event arising from **Your Business Activity** which leads to:

e. Wrongful Arrest

Civil action taken against **You** for wrongful arrest following an allegation of theft from **Your** business premises;

f. Appealing against a Statutory Notice

An appeal against the imposition of terms of a Statutory Notice served on **You** by the relevant authority;

g. Information Commission Officer (ICO) Appeals

An appeal against the refusal of the ICO to register **Your** application for registration.

Part 3 – Defending an Employee

What is covered

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:

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;

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**.

Super Protect Legal Expenses Cover

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 4 – Protecting Your Property

What is covered

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.

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.

b. Damage to Property

Adviser's Costs and Expenses to pursue **Your** legal rights following an event which causes physical damage to:

- i. Land and/or buildings owned or occupied by **You** for which **You** are legally responsible; and/or
- ii. Material property owned by **You** for which **You** are legally responsible.

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**.

What is not covered

Any **Claim** relating to:

- i. A contract **You** have entered into (other than a service occupancy licence in respect of **Insured Incident 4(c)**);
- 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;
- 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);
- 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);
- v. Goods in transit or goods lent or hired out;
- vi. Subsidence, heave, quarrying or mining activities;
- vii. A dispute over the boundary of **Your** land and/or buildings where **You** are unable to supply **Us** with proof of where that boundary lies;
- viii. A dispute in relation to the enforcement of any actual or alleged breach of any restrictive covenant.

Super Protect Legal Expenses Cover



Policy Cover Super Protect Legal Expenses Cover

Insured Incident 5 – Jury Service and Witness Expenses

What is covered

We will pay an **Insured Person's** lost salary or wages, up to a maximum of £1,000, from time taken off work to:

- a. Perform jury service;
- 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**.

Please note that:

- 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
- ii. **We** will only provide this cover for an **Insured Person** if **You** request that **We** do so.

What is not covered

Any **Claim** where an **Insured Person** cannot provide evidence of the extent of their lost salary or wages.

Insured Incident 6 – Statutory Licence Appeal

What is covered

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**.

Please note that:

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.

What is not covered

Any **Claim** relating to the ownership, driving or use of a motor vehicle.

Super Protect Legal Expenses Cover

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 7 – Contract Disputes

What is covered

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.

Please note that:

- i. the amount in dispute must exceed £200 (including VAT);
- ii. if money is owed to **You**, all normal credit control procedures must be exhausted before **You** notify **Us** of a **Claim**;
- iii. if the other party has not contested liability, **Your Claim** will instead be considered under **Insured Incident-9 - Recovery of Undisputed Debts** (if that cover is in force).

What is not covered

Any **Claim** relating to:

- i. the sale or purchase of, leasing, tenancy, or licence to occupy land, buildings or any other type of real property (other than a dispute with a professional adviser in connection with such matters);
- ii. disputes over pensions, investments, guarantees, loans, mortgages, borrowing or any financial product or any arrangement **You** have with a bank, building society or supplier of credit;
- 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);
- iv. disputes over the amount of money or compensation payable in respect of a claim under any insurance policy;
- v. disputes with a current or former **Employee** arising from an actual or alleged contract of employment;
- 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;
- 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**;
- viii. amounts in dispute less than £200 (including VAT).

Super Protect Legal Expenses Cover

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 8 – Recovery of Undisputed Debts

What is covered

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.

Please note that:

- i. the debt must exceed £200 (including VAT);
- ii. all normal credit control procedures must be exhausted before **You** notify **Us** of a claim;
- iii. **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;
- iv. if the other party contests liability, **Your claim** will instead be considered under **Insured Incident-8 - Contract Disputes** (if that cover is in force).

What is not covered

Any **Claim** relating to:

- i. the sale or purchase of land or buildings or any lease, tenancy, or licence to occupy land or buildings;
- ii. pensions, investments, guarantees, loans, mortgages, borrowing or any other arrangement **You** have with a bank, building society or supplier of credit;
- 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);
- iv. the amount of money or compensation payable in respect of a claim under any insurance policy;
- v. sums owed by a current or former **Employee** arising from an actual or alleged contract of employment;
- vi. computer hardware, software, systems, or services which have been supplied by **You**;
- vii. any money which became due and payable more than 90 days before the claim was made under the **Policy**.

Super Protect Legal Expenses Cover

Policy Cover Super Protect Legal Expenses Cover

Insured Incident 9 – Tax Enquiries

What is covered

Adviser's Costs and Expenses:

- i. to represent **You** in relation to an investigation into **Your Business** tax affairs for either a specific aspect or **Your** whole tax return, by HM Revenue & Customs (HMRC);
- ii. in relation to **Your** compliance with Pay As You Earn, Social Security, Construction Industry or IR35 legislation and regulations being disputed with HM Revenue & Customs;
- iii. in relation to **Your** VAT matters from a dispute with HM Revenue & Customs after the issuance of an assessment, written decision or notice of a civil penalty by them.

Please note that:

You must have taken reasonable care to ensure that all returns are complete and correct and submitted within the statutory deadlines

What is not covered

Any **Claim** relating to:

- i. any tax avoidance scheme;
- ii. any failure in relation to registering for Value Added Tax or Pay As You Earn;
- iii. any investigation conducted by, with or on behalf of HM Revenue & Customs Specialist Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office;
- iv. import VAT or import and excise duties;
- v. any investigation or enquiry by HMRC into alleged fraud, dishonesty or criminal activity;
- vi. in respect of routine presentation of **Your** affairs such as preparation and rectification of records and returns.

General Conditions

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. Follow the legally correct process and procedure in relation to any matter that could give rise to an **Insured Incident**;
- 1.3. 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
- 1.4. 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 3(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
- 3.4. incur any **Adviser's Costs and Expenses** or any other costs or amounts without **Our** consent.

General Conditions

We can:

- 3.5. Contact the **Appointed Adviser** at any time and have access to all documents, information, and evidence regarding an **Insured Person's Claim**;
- 3.6. 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**;
- 3.7. 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
- 3.8. 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.
- 4.4. **We** may decide to pursue any third party **We** consider responsible for the loss in **You** or an **Insured Person's** name for the amount **We** have paid. **You** or an **Insured Person** must allow **Us** to take over 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.

General Conditions

7. Obtaining a legal opinion

- 7.1. **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**.
- 7.2. 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.

8. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9. Data Protection

You should understand that any information **You** have given **Us** will be processed by **Us** in compliance with the provisions of the data protection legislation, for the purpose of providing insurance and handling **Claims** or complaints, if any, which may necessitate providing such information to other parties. Some of the personal information **We** ask **You** for may be sensitive personal data as defined by the data protection legislation (such as information about criminal convictions and civil proceedings). **We** will not use such sensitive personal data about **You** or others except for the specific purpose for which **You** provide it and to provide the services described in **Your Policy**.

You have a right of access to, correction of, and, in certain circumstances, erasure of, information that **We** hold about **You**. If **You** would like to exercise either of these rights, **You** should contact:

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

Email: data.protection@irwell.co.uk
Telephone: 0344 892 0118

10. Sanctions

We shall not provide any benefit under this **Policy** to the extent of providing cover, payment of any **Claim** or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

11. Other Insurance

Subject to General Exclusions Clause 12 (Other Insurance), if at the time of any **Claim** made under this **Policy** there is other valid and collectible insurance covering the same **Claim** or any part thereof, or there would be such cover but for the existence of this **Policy**, the insurance provided by this **Policy** will operate in excess of the limits of the other insurance and will not contribute with such other insurance.

General Conditions

You shall on request provide **Us** with copies of the terms of any other insurance to which this condition or General Exclusions Clause 12 (General Exclusions) may apply.

12. Disputes with Us

- a. If there is a dispute between an **You** and **Us** over this **Policy**, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service as long as **You** are eligible to complain.
- b. 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 **You** or **Us** to pay the costs.
- c. The arbitrator will be chosen jointly by **You** and **Us**. If **We** are not able to agree on the appointment of the arbitrator with **You**, the President of the Chartered Institute of Arbitrators will decide.
- d. Nothing in this clause shall limit **Your** right to pursue legal action against **Us**.

13. 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. Value Added Tax

The **Insurer** will not make payments of value added tax (or equivalent goods and services tax which may be required by law to be paid in the Channel Islands) on any costs, fees, disbursements or expenses unless not recoverable by the policyholder, such value added tax will be paid directly by the policyholder, where appropriate to the policyholder's Representative.

4. Fines and court awards

- 4.1. 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**;
- 4.2. Any costs an **Insured Person** is ordered to pay by a court of criminal jurisdiction.

5. 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**.

6. Judicial Review and challenges to legislation

- 6.1. 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.
- 6.2. Any challenges to current or proposed legislation.

7. Disputes with Us or the Appointed Adviser

Any **Claim** made against **Us** or the Appointed Representative (please also refer to General Condition, clause 12).

General Exclusions

8. Intra-business disputes

8.1. 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.

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

9. Franchise or agency rights

Any **Claim** relating to disputes over franchise rights or agency rights.

10. 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**).

11. Libel and slander

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.

12. 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.

13. Other Insurance

This **Policy** does not cover legal liability in respect of which indemnity is available under any more specific insurance at the time of any **Claim** made under this **Policy**, whether effected by **You** or by any other person or entity to whom indemnity would otherwise have been payable under this **Policy**.

General Exclusions

14. Radioactive Contamination Exclusion

This **Policy** does not cover legal liability resulting or arising from:

1. ionising radiation by radioactivity from any irradiated nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
2. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

15. Terrorism Exclusion

The **Policy** does not cover legal liability for loss, damage, cost or expense of whatsoever nature, caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

An act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

We also exclude loss, damage, cost or expense of whatsoever nature caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If **We** allege, on reasonable grounds, that by reason of this exclusion, any loss, damage, cost or expense is not covered by this **Policy** the burden of proving the contrary shall be upon **You**.

In the event any portion of this clause is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

16. War Exclusion

This **Policy** does not cover legal liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or use of military or usurped power.

Super Protect Legal Expenses Cover Schedule



This **Schedule** is referred to in the **Policy** and is subject in all respects to the terms of the **Policy**.

Policy Number:

Policy Holder:

Address:

Period of Insurance:

From: To:

Limit of Indemnity:

1. **Insured Incident 1** is capped as follows:
 - i. Contract Review
2 contract reviews less than 1.5hours each
 - ii. Data Subject Access Request (DSAR)
1 DSAR
 - iii. Director's Service Agreements
1 Director's Service Agreements
 - iv. Settlement Agreements
10% of the number of Employees per Period of Insurance subject to a minimum of 2.
 - v. Additional Discounted Legal Services
No indemnity for this.
2. £200,000 per **Insured Incident** relating to **Insured Incidents 2-9** or **Insured Incident** linked by time and cause.
3. £2,000,000 in respect of all **Claims** and prosecutions notified to and accepted by the **Insurer** during the **Period of Insurance**.

Operative Sections for the policy

The sections of the **Policy** reflect **Your** agreement with **Peninsula** as follows:

Insured Incidents 1-9.



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