

Freelancer Legal Protection Policy Summary

Introduction

Some important facts about your legal expenses insurance policy are summarised below. This summary does not describe all the terms and conditions of the policy. To ensure full understanding of the cover provided by this policy it is recommended that this document is read alongside the policy wording.

Telephone Advice Line

Policyholders have telephone access to Qdos consultants who are available to provide practical advice on taxation, VAT, employment, health & safety and general legal issues. The service is available weekdays between 8:30am to 5:30pm.

QED Online

Policyholders have access to Qdos' own web-based service which provides practical guidance on human resource and health & safety compliance issues.

Insurer

This legal expenses insurance policy has been arranged by Qdos Broker & Underwriting Services Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited. Qdos Broker & Underwriting Services Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA register by visiting the FSA website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Type of Insurance and Cover Provided

This legal expenses insurance offers protection for costs of defence in legal and tax matters as listed below:

Significant Features and Benefits

Sections of Cover – This Policy Will Cover	Relevant Policy Section
Employment Disputes Representation costs incurred in defence of a dispute with a worker, and the cost of a basic or compensatory award ordered to be paid by an Employment Tribunal following a dispute with a worker, provided you contact the telephone advice line from the outset of the dispute and follows the advice given and provided we have given prior written consent.	1
Health & Safety Prosecutions Costs incurred defending a health and safety criminal prosecution.	2
Criminal Prosecutions Costs incurred defending legal proceedings in a court of criminal jurisdiction in respect of any act or omission or alleged act or omission. Cover is not included for a prosecution brought in connection with the road traffic laws or in connection with the ownership, driving or use of a motor vehicle.	3

<p>Jury Service The cost of your salary (or that of your employees) for any period for which you (or your employees) are obliged to attend court for jury service where the cost is not recoverable from the relevant court, for up to a maximum of £500 per day and limited to a maximum of £5,000 for any one claim.</p>	4
<p>Property Disputes The cost incurred in any dispute or legal proceedings, including those relating to the physical possession of the property, the terms of your tenancy regarding property use or maintenance, provided you will suffer financial loss if the defence or pursuit of the legal proceedings is not fulfilled.</p>	5
<p>Data Protection Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided you are already registered with the Data Protection Commissioner.</p>	6
<p>Personal injury Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person.</p>	7
<p>Debt Recovery The pursuit of legal proceedings arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services provided that:</p> <ol style="list-style-type: none"> 1. The amount in dispute exceeds £500. 2. You notify the claim within three months of the debt becoming due and payable. 3. You have exhausted all reasonable credit control and accounting procedures. 4. The insurer is satisfied that the defendant has sufficient assets to satisfy any judgment debt. <p>The insurer has the right to select the method of enforcement. The maximum number of claims that can be notified during the period of insurance is limited to five.</p>	8
<p>Contract Cover The pursuit or defence of legal proceedings made by or brought against you in a contractual dispute relating to a contract for the sale or hire of goods or a contract for the supply of a service, provided that:</p> <ol style="list-style-type: none"> 1. The amount in dispute exceeds £500 2. The cost of such a dispute or defence is limited to 75% of the amount in dispute 	9
<p>Restrictive Covenants The cost of pursuit of legal proceedings against an employee or former employee of your business who has breached restrictions contained within their written contract of employment.</p>	10
<p>Wrongful Arrest Defence The cost of defending civil proceedings against you in relation to allegations of wrongful arrest or malicious prosecution.</p>	11

Limits of indemnity

A standard limit of indemnity of £50,000 any one claim and in total for all claims made during the period of insurance applies to each of the sections of cover provided under this policy with the exception of Jury Service – which is subject to a limit of £500/day and £5,000/claim; and Contract Disputes – which is subject to a limit of £5,000.

Excesses Applicable

Cover is subject to nil excess as standard where our appointed representative is used in the event of a claim.

An increased excess of £1,000 will apply should you decide to appoint your own choice of representative (e.g. accountant or solicitor) in the event of a claim.

Significant Exclusions or Limitations

Primary exclusions and limitations of this policy. This Policy will not cover:	Relevant Policy Section
Any compensatory award made against you relating to trade union activities.	1
Disputes intentionally solicited by you, or where an alleged offence involves dishonesty or intentional threatened or actual violence by you.	2
Any legal proceedings relating to your prosecution for infringement of road traffic laws or regulations.	3
Contract disputes or disputes over the recovery of a debt where the amount in dispute is less than £500	8, 9
General exclusions - The insurer will not pay legal expenses arising from or relating to: -	
<ul style="list-style-type: none">• Any dispute which arises within 90 days of inception of this policy.• Any insured event which is reported more than 90 days after its time of occurrence.• Any insured event reported outside the period of insurance.• Any dispute or legal proceedings made, brought or commenced outside the territorial limits (England, Wales and Scotland).• Fees costs and disbursements incurred prior to the written acceptance of a claim.• Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.• Legal expenses arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date.• Legal expenses incurred before the insurer agrees to pay them on our behalf or where you pursue or defend a case without the agreement of the insurer.	

Duration of Cover

This policy will expire one calendar year from the date it was issued.

Cancellation Right

You have the right to cancel this policy within 14 days of receiving their policy documents. The insurer may also cancel this policy at any time by giving 30 days notice. In the event of cancellation the insured will be entitled to a full refund of premium if the policy is cancelled within the first 14 days or refund of a proportionate part of the premium corresponding to the un-expired period of insurance where the policy is cancelled after the first 14 days. There will be no refund of premium if the insured has notified a claim during the period of insurance.

Making a Claim

Claims should be notified to Qdos on the telephone advice line or in writing to the Legal Expenses Insurance Claims Department at:

Qdos Broker & Underwriting Services Limited
Qdos Court
Rossendale Road
Earl Shilton
Leicestershire
LE9 7LY

Telephone: 01455 850000
Fax: 01455 841000

How to make a complaint

We hope that you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim, please write to the Chief Executive Officer at the above address.

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

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

Telephone: 0845 080 1800
Fax: 0207 964 1001

Please note you have 6 months from the date of our final response in which to refer to your complaint to the FOS. Referral to the FOS will not affect your right to take legal action against us.

Compensation Scheme

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that Ageas Insurance Limited cannot meet their financial responsibilities. The FSCS will meet 90% of your claim, without any upper limit. You can obtain further information about compensation scheme arrangements from the FSCS at www.fscs.org.uk, or by phoning 0207 892 7300.

