

HELPLINE SERVICES

A separate policy arranged with DAS Legal Expenses Insurance Company Limited provides these services 24 hours a day, 7 days a week during the period of insurance.

Nothing stated herein shall affect nor enhance any other cover provided by other policies, which may be arranged by GJIS Ltd on the policyholders behalf. All such policies continue to be subject to the terms, conditions and exclusions stated therein.

All calls to DAS Legal Expenses Insurance Company Limited are recorded (except those made under the counselling helpline) to help check and improve service standards.

EUROLAW COMMERCIAL LEGAL ADVICE

DAS will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

DAS will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, DAS will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.

HEALTH AND MEDICAL INFORMATION SERVICE

DAS will give an insured person information over the phone on general health issues, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side-effects of drugs and how to improve overall health. Information is available on all health services including hospital waiting lists.

Between the hours of 7pm and 9am DAS will take a message and one of their health and medical advisors will contact the insured person the next day or at an agreed time.

To contact the above services, phone DAS on 0117 934 2111 quoting policy number TS5/3573491.

DAS will not accept responsibility if the Helpline Services fail for reasons they cannot control. Please do not phone DAS to report a general insurance claim. All such matters must be reported without delay to GJIS Ltd.

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit the DAS website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact employmentmanual@das.co.uk with your e-mail address, quoting policy number TS5/3573491 and DAS will contact you by e-mail to inform you of future updates to the information.

DASBUSINESSLAW

The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and policy number TS5/3573491. When prompted to input your company name, please insert the prefix GJIS followed by the name of your business.

If you experience any problems accessing the service, please e-mail the problem to businesslaw@das.co.uk, quoting the above policy number.

Please note that if you have a specific problem or dispute, you should always contact the legal advice helpline for assistance.

ENQUIRIES OR PROBLEMS

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between you and DAS. *Please take extra care in following the procedures under Employment Compensation Awards cover (insured incident 1(b)).*

If you have any questions or would like more information, please contact GJIS Limited.

DAS will always try to give you a quality service. If you think DAS have let you down, please write to their Customer Relations Department at their Head Office address shown below. Or you can telephone DAS on 0117 934 0066 or email customerrelations@das.co.uk

Details of DAS' internal complaint-handling procedures are available on request.

DAS is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claims costs. You can get more information about the compensation scheme arrangements from the FSCS.

If you use this service, it does not affect your right to take legal action.

DAS Head and Registered Office:

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

CLAIMS PROCEDURE

To make a claim under your policy please telephone DAS on 0117 934 2111. DAS will ask you about your legal dispute and if necessary call you back at an agreed time to give you legal advice. If your dispute needs to be dealt with as a claim under this policy, DAS will provide you with a claim reference number. At this point DAS will not be able to confirm that you are covered but they will pass the information you have given to their claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to DAS at newclaims@das.co.uk

Claims are usually handled by a representative appointed by DAS, but sometimes DAS deal with them. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

Please do not ask for help from a solicitor or accountant before DAS have agreed. If you do, they will not pay the costs involved.

You can phone DAS any time on 0117 934 2111 for advice on any commercial legal or tax problem affecting your business.

Commercial Legal Protection – Policy No. TS5/3573491

Arranged through

GJIS LIMITED PEEL PLACE, 50 CARVER STREET BIRMINGHAM B1 3AS. TELEPHONE +44 (0)121 233 3401. FAX: +44 (0)121 236 2276

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the certificate if the premium has been paid.

We agree to provide the insurance in this policy as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (c) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £250,000.

THE MEANING OF WORDS IN THIS POLICY

1 We, us, our

DAS Legal Expenses Insurance Company Limited.

2 The policyholder

As shown in the certificate.

3 Insured person

The **policyholder** and the **policyholder's** directors, partners, managers and employees.

4 Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 Period of insurance

The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

6 Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

7 (a) Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

(b) Tax intervention enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the **policyholder's** financial accounting records to highlight areas where errors have occurred or may occur.

8 Date of occurrence

- (1) For civil cases (other than under **insured incident - 6 Tax Protection**), the **date of occurrence** is when the cause of action first accrued.

- (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

- (3) For licence or registration appeals, the **date of occurrence** is when the **policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

- (4) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies the **policyholder** in writing of the intention to make enquiries.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **policyholder**.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contact the **policyholder** in relation to commencing an intervention enquiry into their business accounts.

9 Costs and expenses

- Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **representative**.

- Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

10 Territorial Limits

For **insured incidents 2 Legal Defence (excluding 2(4))**, and **5(b) Bodily Injury**

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other **insured incidents** The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

INSURED INCIDENTS WE WILL COVER

1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

We will defend the **policyholder's** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or

- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or an employee, prospective employee or ex-employee
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- (1) Any employment dispute where the cause of action arises within the first 90 days of the indemnity provided by the policy.
- (2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.
- (3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the indemnity provided by the policy.
- (4) Any claim in respect of damages for personal injury or loss of or damage to property.
- (5) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

- (1) *In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:*
 - (a) *followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or*
 - (b) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*
 - (c) *sought and followed advice from **our** legal advice service.*
- (2) *For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from **our** legal advice service since the date when **the policyholder** should have known about the employment dispute.*
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, the policyholder has sought and followed advice from our Claims Department prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable.
- (5) *The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.*

What is not covered

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension

- schemes;
- statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

(c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2 LEGAL DEFENCE

At **the policyholder's** request

- (1) **We** will defend the **insured person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Police;
 - Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer
 where it is alleged that the **insured person** has or may have committed a criminal offence; or
 - (b) following an event which leads to the insured person being prosecuted in a court of criminal jurisdiction; or
 - (c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.
- (2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
- (5) **We** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) *In so far as proceedings under the Health and Safety and Welfare Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.*
- (2) *At the time of the **insured incident**, **the policyholder** has registered with the Information Commissioner in respect of **insured incident 1(c)**.*

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **the policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

- (1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

4 CONTRACT DISPUTES

We will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim.
- (2) If the amount in dispute is payable in instalments, the Instalments due and payable at the time of making the claim exceed £250.
- (3) If the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the policy if the **date of occurrence** is within the first 90 days of the indemnity provided by the policy.
- (2) any claim relating to the following:
 - the settlement payable under an insurance policy;
 - a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
 - a loan, mortgage, pension or any other financial product and choses in action;
 - a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.
- (4) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.
- (5) a dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- (6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

5 PROPERTY PROTECTION AND BODILY INJURY

a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

- (1) any event which causes physical damage to such material property; or
- (2) any nuisance or trespass.

What is not covered

Any claim relating to the following:

- 1(a) contract entered into by **the policyholder**;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
- (4) mining subsidence;
- (5) defending **the policyholder's** legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At **the policyholder's** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

6 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

(b) Tax Intervention Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

(c) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(d) VAT Disputes

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all **insured incidents**, **the policyholder** has taken *reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.*
- (2) **We will not pay more than £2,000 for claims in respect of aspect enquiries or tax intervention enquiries.**

What is not covered

- (1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2) Any **insured incident** arising from a tax avoidance scheme.
- (3) Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.
- (4) Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

WHAT IS NOT COVERED BY THIS POLICY

- 1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.
- 2 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 1(b) Employment Compensation Awards** and **2 Legal Defence**.
- 4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 6 Any claim relating to rights under a franchise or agency agreement entered into by the **policyholder**.
- 7 A dispute with **us** not otherwise dealt with under Condition 7.
- 8 Any claim relating to a shareholding or partnership share in the **policyholder** unless such shareholding was acquired under a scheme open to all employees of the **policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of the **policyholder**.
- 9 Judicial review.
- 10 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11 Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- 12 When either at the commencement of or during the course of a claim, the **policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 13 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 14 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

- 1 An **insured person** must:
 - (a) Keep to the terms and conditions of this policy;
 - (b) Notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - (c) Take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) Try to prevent anything happening that may cause a claim;
 - (e) Send everything **we** ask for, in writing;
 - (f) Give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time **We** can negotiate any claim on behalf of an **insured person**.
(b) **We** will choose the **representative** to represent an **insured person** in any proceedings where **we** may be liable to pay a compensation award. In any other case an **insured person** is free to choose a **representative** (by sending **us** a suitably

qualified person's name and address) if:

- (i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or
 - (ii) there is a conflict of interest
 - (c) In all circumstances except those in **2(b)** above, **we** are free to choose a **representative**.
 - (d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment (which may include a 'no win, no fee' agreement). The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **we** require.
- 3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
 - 4 (a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
 - 5 If a **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
 - 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
 - 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
 - 8 **We** may at **our** discretion require the **policyholder** to obtain an opinion from counsel at the **policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
 - 9 **We** can cancel this policy at any time as long as **we** tell the **policyholder** at least 14 days beforehand. The **policyholder** can cancel this policy at any time as long as **we** are told at least 14 days beforehand.
 - 10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
 - 11 This policy will be governed by English Law.

12 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

COUNSELLING SERVICES

This policy provides the benefits described below during the **period of insurance** provided that the premium has been paid.

Helpline Service

We will provide all employees (including any members of their immediate family who permanently live with them) of the **policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services including Face to Face Counselling.

To contact the counselling helpline, phone DAS on 0117 934 2121. These calls are not recorded.

Face to Face Counselling Service

If the counsellor you speak to when you use the above helpline service considers that personal counselling sessions are necessary and would be appropriate in your case, DAS will refer you to a counsellor in your local area for face to face counselling sessions.

What is covered

- DAS will locate a counsellor in your area and provide you with their contact details so that you can arrange an appointment to receive face to face counselling sessions at your own convenience.
- DAS will pay for you to receive face to face counselling sessions as recommended by the counsellor. You can have up to 8 sessions, to be attended over a maximum of 16 weeks, to assist you to deal with the same or connected original personal problem. The counsellor's fees will be invoiced to and settled directly by DAS.
- Your insured counselling sessions will usually last one hour or for as long as the counsellor considers appropriate.
- Sessions may be arranged as single or group sessions depending on whether your problem is shared by or affects someone else close to you and whether group sessions would be beneficial.

Conditions

- Although DAS will locate a counsellor as near as possible to your home (or work place), a minimum travelling distance cannot be guaranteed.
- If, having attended part of your course of sessions, you wish to change the counsellor appointed to help you, DAS will appoint an alternative counsellor to complete the remaining sessions (provided your request is reasonable and remaining sessions can be cancelled without further charge). You must understand that changing your counsellor part way through the course may affect a successful outcome for you. Any request to change your counsellor must be directed to the counselling helpline.
- The eligibility for this service will end at the same time as the Commercial Legal Protection cover with DAS.

Exclusions

- DAS will not pay any fees or expenses other than those arising from referral to a counsellor under this policy.
- If your counsellor refuses to continue seeing you, the cover under this policy which DAS provides will end at once, unless DAS agrees to appoint another counsellor.
- DAS will not pay fees for counselling if you, or in the case of a group session anyone else expected to attend with you, fails to attend the booked session at the time agreed. You will be responsible for paying these costs.
- You are responsible for your own travelling costs.

All counsellors appointed by DAS have been awarded accredited member status of the British Association for Counselling and Psychotherapy, in recognition of high professional and ethical standards of practice. The service is completely confidential.

Please do not arrange counselling sessions yourself without first contacting DAS.