

**POLICY SUMMARY
SMALL BUSINESS COMMERCIAL LEGAL EXPENSES**

INTRODUCTION

Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

INSURER

This Small Business Commercial Legal Expenses Insurance has been written in conjunction with QDOS Consulting Ltd and is underwritten by UK Underwriting Ltd, on behalf of AXA Insurance UK plc.

TYPE OF INSURANCE AND COVER PROVIDED

Lexelle Small Business Commercial Legal Expenses is primarily designed to offer protection for costs of defence in legal and tax matters as listed below.

SIGNIFICANT FEATURES AND BENEFITS

Standard Cover	Relevant Policy Section
EMPLOYMENT DISPUTES - Representation costs incurred in defence of a dispute with a worker, provided you contact the Legal Telephone Advice Line from the outset of the dispute and follow the advice given	1
EMPLOYMENT AWARDS - 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 Legal Telephone Advice Line from the outset of the dispute and follow the advice given and provided we have given prior written consent	2
HEALTH AND SAFETY PROSECUTIONS - Costs incurred defending a health and safety criminal prosecution	3
TAX ENQUIRIES AND DISPUTES - Costs incurred dealing with a H M Revenue & Customs (HMRC) full enquiry which is a HMRC enquiry that includes a request to examine all of your books and records. Cover in the event of a PAYE dispute which arises following a compliance review by HMRC into the operation of PAYE and cover in the event of a VAT dispute following a VAT visit undertaken by HMRC. Cover is not included for an aspect enquiry which is a HMRC enquiry that does not include a request to examine all of your books and records	4
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	5
STATUTORY LICENCE PROTECTION - The cost of an appeal or representation to the relevant authority following an act or omission which leads to the removal of a statutory licence	6
JURY SERVICE - The cost of your salary or an employees salary for any period for which you or they are obliged to attend court for jury service where the cost is not recoverable from the relevant court, for up to a maximum of £100 per day and limited to a maximum of £1,000 for any one claim. The cost of the first 5 days of jury service are excluded	7
PROPERTY PROTECTION - The cost of a civil action relating to your material property which relates to an alleged or actual negligent act or omission or nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to the property	8
DATA PROTECTION - Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that you are already registered with the Data Protection Commissioner	9
PERSONAL INJURY - Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person	10
DISPUTES WITH LANDLORDS - Costs incurred in the pursuit or defence of legal proceedings between you and your landlord under the terms of a lease, licence or tenancy agreement applying to your business premises	11

SIGNIFICANT EXCLUSIONS OR LIMITATIONS

The primary exclusions and limitations under this policy are that we will not pay legal costs and expenses where:	Relevant Policy Section
Any dispute which arises within three months of the inception of this policy	
Any compensatory award made against the insured relating to trade union activities, pregnancy, maternity or paternity rights or acts of discrimination on the part of the insured	1 & 2
An aspect enquiry by HM Revenues and Customs into a self assessment return	
Any criminal prosecution	4
Any legal proceedings relating to the insured being prosecuted for infringement of road traffic laws or regulations	5
The first 5 days of jury service	7
The recovery of a disputed debt	13
General Exclusions - The insurer will not pay legal expenses arising from or relating to: - <ul style="list-style-type: none">• 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 Qdos Consulting agrees to pay them on our behalf or where the insured person pursues or defends a case without the agreement of Qdos Consulting	

DURATION OF COVER

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

CANCELLATION RIGHT

We hope you are happy with the cover this policy provides. However, you have the right to cancel it within 14 days of receiving the policy. See the enclosed policy document and the section headed "How to cancel your policy".

Insurers may cancel this policy at any time by giving 14 days notice.

MAKING A CLAIM

If you have a claim, please telephone QDOS Consulting Ltd on 01455 850000 as soon as is reasonably possible.

HOW TO MAKE A COMPLAINT

We hope you will be pleased with the service we provide. However, if you have a complaint about our service or about a claim, please call us on 0114 249 3300. If you are still not satisfied, please write to our Customer Relationship Manager at Lexelle Limited, P.O. Box 1345, Sheffield, S1 2UR.

If you are still not happy with the response you have received, you have the right to ask the Financial Ombudsman Service to review your case.

COMPENSATION SCHEME

AXA Insurance UK plc 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 £2000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.