

## POLICY SUMMARY

### Employment Disputes Insurance

The following is only a summary of the key features of the cover – the full terms and conditions are detailed in the policy wording, which must apply in the event of a claim.

#### The Insurer

The insurance provided is underwritten by AmTrust Europe Limited.

#### Type of insurance and cover

The insurance provides indemnity for professional fees incurred by the Insured in defending a claim brought against them in an Employment Tribunal by the Applicant and indemnity for any awards of compensation, which are granted in favour of the Applicant.

#### Significant features and benefits

Insurance is provided for up to £250,000 of cover for any one claim and £1,000,000 in the aggregate for any one period of insurance provided that:

- a) You have, at the earliest opportunity fully informed and taken full advice from Employment Law Solutions UK (“the Firm”) and have kept them fully informed and continued to take advice from the Firm as matters progress and;
- b) You have acted in accordance with and with due diligence upon the advice of the Firm and;
- c) You have fully and properly informed the Firm and have acted properly and reasonably at all times in respect of the employment circumstance or issue in question in order to mitigate the risk that the employee or worker may make a complaint to an Employment Tribunal.

#### Significant exclusions and limitations

This insurance shall not provide indemnity for any:

1. Professional expenses incurred and/or awards of compensation paid or for which liability is accepted before the acceptance of and consent to a claim by the Insurer. *[page 3 of policy]*
2. Any Employment Tribunal complaint relating to any employment issue, circumstance or event of which you were aware, or ought reasonably to have been aware, prior to inception of this insurance. *[page 3 of policy]*
3. Any Employment Tribunal complaint or legal proceedings arising as a consequence of your failure to act reasonably or to take all reasonable steps to avoid or prevent any such complaint or legal proceedings or where you have not acted in accordance with or with due diligence on the advice of the Firm. *[page 3 of policy]*
4. Certain awards of compensations. *[page 3 of policy]*

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5. Any Employment Tribunal complaint or legal proceedings where in the opinion of the Insurer or the Firm it is not reasonable or proportionate to consent to a claim given the sum in dispute. *[page 3 of policy]*
6. Any Employment Tribunal complaint or legal proceedings where you have not co-operated sufficiently, fully and truthfully with the Insurer or the Firm. *[page 3 of policy]*
7. Any Employment Tribunal complaint or complaints where, in the Insurer's reasonable opinion (taking full account of the views of the Firm), the defence or resistance of such complaint or complaints does not have a reasonable prospect of being successfully defended or resisted by you either before or at any time during the course of proceedings. *[page 4 of policy]*

## **Duration of cover**

The period of cover is normally 12 months from the date of inception and is renewable annually thereafter.

## **Cancellation rights**

The Insurer or the Insured may cancel this insurance by giving 30 days written notice to the Coverholder. The premium shall be adjusted on the basis of the Insurer receiving or retaining pro-rata premium save that there will be no refund of premium if the Insured, the Coverholder or the Professional Representative has notified a Claim during the Period of Insurance.

## **Claims**

You must notify any claim immediately to the Firm at their normal office address.

## **Complaints**

If you wish to make a complaint about anything other than the sale of the policy, please notify the insurer's underwriting agent:

Temple Legal Protection Ltd, Portsmouth House, 1 Portsmouth Road, Guildford, Surrey, GU2 4BL. Telephone no: 01483 577877 Fax no: 01483 300943

If your complaint cannot be resolved you may be entitled to refer the matter to the Financial Ombudsman Service.

Full details of the Complaints Procedure are contained in the policy document.

## **Compensation arrangements**

You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) in the event that your insurers do not have enough money to pay a claim.

The FSCS can pay up to £2,000 for the first part of your claim and 90% of the remainder of the claim.

Further information about compensation scheme arrangements is available from the FSCS.

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## ***Applicable Law***

If there is a dispute between You and the Insurer, You and the Insurer are free to agree the law applicable. Unless specifically agreed to the contrary this insurance shall be subject to the laws of England & Wales.