

Employment Dispute Insurance

from

Temple Legal Protection

Insurance Experts

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Temple Employment Dispute Insurance – peace of mind for solicitor and client

The problem

I'm losing existing and potential new clients to employment advisers offering fixed-fee packages.

The solution

With your Temple Employment Dispute Insurance backed scheme, we give you the tools to compete and win, emphasising the value you add as qualified lawyers providing quality advice.

The problem

I'm reluctant to bill my client if they call up for a brief chat and quick piece of advice.

The solution

Using your Temple Employment Dispute Insurance backed scheme, you have already been paid for those ten minutes.

The problem

I need more certainty of income and profit.

The solution

With your Temple Employment Dispute Insurance backed scheme, your clients sign up to a fixed-fee advice package payable annually or in instalments. You can take advantage of our experience to set profitable levels.

The problem

I'm not cross-selling enough to my clients.

The solution

Your Temple Employment Dispute Insurance backed scheme enables you to have regular contact with your clients, deepening the relationship and enhancing the opportunities to cross-sell.

Temple Employment Dispute Insurance enables you to offer an employment law and litigation protection package that will help develop a deeper relationship with your clients, encouraging regular contact and enhancing the opportunities to cross-sell other services.

What is Employment Practices Insurance?

Temple Employment Dispute Insurance underpins a complete advice and litigation protection package which you offer to your clients:

- **You provide** an annual audit and update of the client's employment practices and procedures. You can also provide awareness training to key members of staff.
- **You provide** an ongoing fixed-fee advice service which allows the client to call you in office hours (subject to exceptional usage).
- **We provide** an insurance product that protects clients in the event of facing a tribunal claim. Legal costs and most awards or settlements of up to £250,000 per claim are covered, which is higher than the average tribunal award.

What are the advantages for me?

Your Temple Employment Dispute Insurance backed scheme helps you to realise two key business development objectives: gaining more work from existing clients and bringing in new ones. It achieves this by:

- Regular contact with clients. As a term of the cover, clients are required to keep you fully informed of developments and seek advice at the earliest opportunity.
- More opportunities to cross-sell. Clients signed up to the package could be offered discounts on other services.
- Retaining clients who are being targeted by non-lawyer competitors offering fixed-fee packages.
- Attracting new clients by offering a complete solution to their employment law needs.

It also helps you improve cash flow and financial planning through monthly, quarterly or annual instalments.

Where is the profit?

The package delivers a regular income stream:

- We draw on our long experience to advise on pricing the whole package so that you make a profit.
- Clients generally do not overuse the helpline – and, you get paid even if the phone doesn't ring.
- Every solicitor faces the dilemma of whether to bill when a client phones up for a quick chat. This way you have already been paid for your time.
- Increased gearing – each fee-earner can be responsible for more clients.

What are the advantages for my client?

Prevention is always better than cure – your client will see you as a trusted adviser who keeps their business running smoothly. Your package provides them with:

- Effective management of their employment law risk throughout recruitment, employment and termination.
- Risk prevention through greater awareness of the correct approach to employment matters.
- Better financial planning and cash flow.
- Reduced disputes and wasted management time.
- Improved employer/employee relations.
- Their legal fees are covered at Tribunal
- Peace of mind.

Who runs the scheme?

The package is yours to market to clients – you can brand it as you wish and can set the boundaries of the services included. In most cases, you issue the insurance policy to the client under a simple delegated authority.

How do I sell it to my clients?

The added value of the Temple Employment Dispute Insurance backed scheme is that, as well as arranging the insurance, we help you put the whole package together. At no extra cost, we provide:

- A workshop on how to sell the package to clients;
- A template client brochure for you to use with your branding;
- Meeting and telephone scripts for discussing the package with clients;
- Draft client letters, including additional wording for your client care letter;
- A checklist of issues to be considered during the audit; and
- An annual conference for participating law firms.

How else does Temple help me?

As part of our service commitment to you, we are always available to discuss questions or problems and guide you through the simple process of issuing policies. We require minimal reporting about cover you have issued. There are no hidden joining fees or administration costs. And we make a commitment to settle claim invoices promptly.

Do clients like it?

We have nearly 100 law firms running packages backed by Temple Employment Dispute Insurance. The annual renewal rate by clients across them all is 97%.

What if the client is calling up all the time?

In our experience, this rarely happens – quite the opposite, in fact. And if you have not heard from your client for some time, you have the perfect excuse for a courtesy call and the chance to cross-sell.

The risk management and education at the heart of the package should mean the client becomes a more effective employer. In any case, we recommend that your retainer reserves the right to charge extra in the event of exceptional use or assistance going beyond the norm. Also, the package is offered on an annual basis, allowing you to review your fees upon renewal.

What happens if there is a tribunal claim?

You retain the work as a condition of the insurance. The cover runs from issue of the ET1, from when you will be paid at the agreed rate.

Why Temple?

We are dedicated legal expenses insurers. Our experience means we know how to get it right and enhance your relationship with clients. We believe our approach is unrivalled: from setting up the scheme to paying promptly, we understand the needs of solicitors.

What is the next step?

Contact us to arrange a meeting at your offices to talk through the finer details of the scheme and the expectations of each side. Call on 01483 577877, or email employmentinsurance@temple-legal.co.uk.

There is a six-minute audio-visual presentation on this Temple insurance product available on our website at www.temple-legal.co.uk/employment-insurance/presentation.swf.

Employment Disputes Insurance

Scheme Application Form

**Please complete this form in BLOCK CAPITALS, thank you.
All information will be treated in the strictest of confidence by Temple.**

1. Name of firm: _____ Date Established: _____

Address:

DX: _____ www: _____

Tel: _____ Fax: _____

Contact Name and Position: _____ email: _____

2. How many offices do you have? : _____
Is the scheme intended for all your offices? : Y N
If no please give reasons.

3. Does the firm have any current Employment Insurance arrangements or facilities with any other insurer? : Y N
(If yes please provide details separately)

4. Please give approximate numbers for your firm:
Partners: _____ Solicitors: _____ Other Fee Earners: _____ Administration: _____

5. Please give approximate numbers for your Employment Team :
Partners: _____ Solicitors: _____ Other Fee Earners: _____ Administration: _____

If there have been any significant changes in the structure of this team during the last 2 years, or any significant changes are envisaged during the next year, please give details separately

6. Are any of your Partners or your Employees currently members of any specialist panels? If so, please provide details.

7. Please provide your approximate total fee income (excluding VAT and disbursements) for the last 2 years and estimated fee income for the next year.

Year	Total for Practice	Employment Dept.
	£	£
	£	£
Estimate	£	£

8. Approximately how many employment clients are you instructed by each year where you can or will wish to offer a fixed fee package that can be supported by Employment Practices Insurance provided by Temple?
9. Please attach a brief Business Plan for the growth and development of this part of your fee income to this application.

Specifically, we require you to provide details of the allocation of resources, over and above your normal costs, for your estimated annual sales and marketing budget for the scheme you want to develop, (what extra resources are going to be made available and/or earmarked for this scheme?):

10. Please provide information about the efforts you will make to promote your scheme.

11. What is the profile of your target client? Number of Employees: Annual wage roll:

12. In relation to the Employment Team only, please provide details of all Professional Indemnity claims made against your firm in the last three years. This must include any circumstances that may give rise to claims which you have notified to your professional indemnity insurers.
A copy of your latest Claims Summary will provide this information and is sufficient for our purpose.

This information will be treated in strictest confidence by Temple.

In relation to the Employment Team only, please provide details of any cases in the last three years;

- (a) where a professional indemnity claim or a complaint to the Office for the Supervision of Solicitors has been made arising out of any contentious business or other dispute resolution procedures conducted in your litigation department
- (b) where a personal order for costs has been made against your firm or any partner or employee
- (c) where any partner or solicitor has been investigated following any allegations of fraud or other criminal activities

Declaration

I declare that after full enquiry of all Partners the statements and particulars contained in this application are true and I have not suppressed or misstated any material facts.

I agree that this application together with any other information supplied by me/us shall form the basis of any contract effected thereon.

I undertake to inform Temple Legal Protection Ltd. of any material alteration to these facts occurring before the completion of the agreement or at any time thereafter. I understand that Temple Legal Protection will rely on the representations made by me/us in this application form in deciding whether to and on what terms to enter into a Temple Litigation Insurance Scheme.

Applicant's Signature:
(on behalf of firm)

Date:

Name and Position (please print)

Employment Disputes Insurance
Insurance protection against Tribunal Costs and Awards

Coverholder Agreement

This Agreement is between Temple Legal Protection Limited (“Temple”) and the Coverholder. Temple enters into this Agreement expressly on the basis of information (including documentary information where appropriate) provided to Temple by the Coverholder.

Definitions of words used in this Agreement

Authorised Persons	The individual partners of the Coverholder and such named employees of the Coverholder as shall be agreed from time to time in writing between Temple and the Coverholder:-
Certificate Wording	The Terms and Conditions set out in the Temple Employment Practices Insurance “Temple Employment 09 2009 (Employment)”
Coverholder	
Declaration	Notification to Temple by the Coverholder of those clients of the Coverholder in respect of whom Certificates of Insurance have been issued under this Agreement
Eligible Risks Criteria	The criteria set out 1.1 to 1.6 of the Terms and Conditions herein
Insured	Clients of the Coverholder who are properly and accurately Declared under this Agreement.
Period of Agreement	The period of 12 months commencing:
Premium Bordereau	The document on which the Coverholder declares to Temple the Declarations.
Professional Representative	The Coverholder as above.
Proposer	A client or potential client of the Coverholder who has completed a Proposal and Referral form in order to apply and be considered for Temple Employment Disputes insurance cover

Terms and Conditions

- 1 The Authorised Persons are hereby authorised to issue Certificates of Insurance to clients and prospective clients of the Coverholder relating to Temple Employment Practices Insurance with the Certificate Wording and offer and effect renewal of such insurance cover PROVIDED that:
 - 1.1 The Proposer has agreed to instruct the Professional Representative to provide employment risk management services on a retainer basis (as agreed by the Professional Representative), (see question 9 on the copy Proposal and Referral Form annexed hereto (“the PRF”)).
 - 1.2 The Proposer has agreed to instruct the Professional Representative to conduct any employment related claims which may be covered under the insurance incepted (see question 9 on the PRF).
 - 1.3 The Proposer has completed, signed and dated a Proposal and Referral form in respect of Temple Employment Practices insurance.
 - 1.4 The Proposer has confirmed he/it has not been the subject of or involved in more than two employment claims in the Employment Tribunal during the immediately preceding period of two years, (whether or not these claims were covered by insurance and regardless of the outcome of such claims or legal proceedings), (see question 7 on the PRF).
 - 1.5 The Proposer has confirmed that no single Employment Tribunal complaint (whether or not covered by insurance), in the last 2 years has cost more than £10,000 inclusive of the sum total of all legal costs (including vat and disbursements) incurred by the Proposer together with any awards or compensation ordered to be paid by the Proposer.
 - 1.6 The Proposer’s annual gross waggeroll (to include all National Insurance, bonuses, commissions and other payments akin to wages) is less than £25m (see questions 3.c, 3.d on the PRF).
- 2 For a Certificate of Insurance to be valid it must be issued in accordance with and comply with the requirements of this Agreement. The Certificate of Insurance, in the format attached to this Agreement, must be issued by the Coverholder to the Insured to evidence the insurance.

Each Certificate of Insurance must be sequentially numbered.
- 3 If the Coverholder issues any Certificate outside of the authority of this Agreement, then the Coverholder will be responsible for all and any loss or damage thereby incurred and the Coverholder hereby indemnifies Temple and agrees to keep Temple indemnified on a continuing basis for any such losses or damage.
- 4 The Coverholder must refer to Temple for prior consideration before any Certificate is issued any Proposal and Referral Form completed by a Proposer which indicates that:
 - a) That Proposer does not satisfy the Eligible Risk Criteria; or
 - b) If the answer to questions 2.a and/or 2.b are ‘yes’; or
 - c) If the answer to 5.a and/or 5.b and/or 5.c and/or 5 d is ‘yes’; or
 - d) If the answer to question 6 is ‘Yes’; or
 - e) If the answer to question 7 is ‘Yes’; or
 - f) If the answer to question 8.a and/or 8.b is ‘No’.

Any such reference to Temple must be made in writing by the Coverholder and the Coverholder must obtain Temple’s written authorisation prior to the Coverholder issuing a Certificate of Insurance under this Agreement in such circumstances.

- 5 The Coverholder will collect from the Insureds insurance premiums on behalf of Temple at the following annual rate:-

Wageroll (£K)	Rate	£250,000 Limit of Indemnity for any one claim but limited to £1,000,000 in the Aggregate.
Up to 249	0.003	
250 – 999	0.0026	
1,000 – 4,999	0.0024	
5,000 – 9,999	0.0018	
10,000 – 25,000	0.0015	
£25m and over	Refer to Temple.	

The minimum premium payable by the Insured is £150

The above rates must be applied to the Insured's wageroll for the last 12 months (or estimate for next 12 months if estimate is more than 20% greater).

Insurance Premium Tax must be added to the premiums above at the applicable rate.

The Coverholder shall submit to Temple a completed bordereau (the format of which will be agreed between Temple and the Coverholder), in respect of all Declarations under this agreement during each calendar month no later than 30 days after the end of that month. A NIL return noted on the bordereau is the minimum requirement. A cheque in full payment of the amount declared on the bordereau and payable to Temple Legal Protection must be attached to that bordereau.

- 6 All Premiums paid to the Coverholder shall be deemed to be held by the Coverholder as agent for Temple.
- 7 All Claims notified to the Professional Representative or to the Coverholder must immediately be referred in writing to Temple by the Coverholder or by the Professional Representative.
- 8 All claims work arising from this scheme will be undertaken by the Professional Representative and shall be charged at a maximum of £150.00 per hour plus vat and disbursements.
- 9 Any dispute between the Coverholder and Temple shall be referred to a single arbitrator who shall be either a solicitor or barrister agreed upon by both parties or failing agreement one who is nominated by the President of the Law Society or of the Bar Council.
- 10 This agreement shall be governed by the Laws of England and subject to the exclusive jurisdiction of the courts of England and Wales.
- 11 Neither the Coverholder nor the Professional Representative shall disclose the terms of this Agreement to any third party without Temple's written agreement except where ordered to do so by a Court. Temple agrees that any information given by the Insured, the Coverholder or the Appointed Legal Representative is received in confidence and will not be disclosed to any other party except by order of a Court.
- 12 Any person or entity who is not a party to the contract at the inception of this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 and as amended, to enforce any term of this contract but this does not affect any right or remedy which exists or is available other than by virtue of the Act.
- 13 This Agreement may be terminated by the Coverholder or Temple giving 30 days' written notice to the other save that this Agreement shall terminate with immediate effect upon the breach of any of its terms and conditions. Individual Declarations already made will continue under the Certificate of Insurance issued until the expiry or next renewal date of that Certificate subject always to the Certificate Wording.

If the Coverholder or the Professional Representative becomes insolvent during the currency of this Agreement then this Agreement shall terminate with immediate effect and no further Certificates issued by the Coverholder or on the Coverholder's behalf will bind Temple under this Agreement. The Coverholder or the Professional Representative shall be deemed insolvent upon the appointment of an office holder within the meaning of sections 233(1) or 371(1) of the Insolvency Act 1986 or where the Coverholder or the Professional Representative enters into any voluntary arrangement with any creditors.

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Signed by:

Signed by:

Dated:

Dated:

For and on behalf of
Temple Legal Protection Limited.

For and on behalf of the Coverholder.

Employment Disputes Insurance

Insurance Protection for Employment Tribunal Costs and Awards

Proposal and Referral Form (for new and renewing clients)

IMPORTANT – PLEASE READ CAREFULLY

*Please remember that the insurers must be provided with all material information. Material information is anything that is likely to or may influence the acceptance of this Proposal or the premium and other terms imposed. **Failure to give this information will give the Insurers the right to reject any claims made and/or to void any insurance provided. If there is any doubt about whether a particular fact is material it should be disclosed.***

You may request a full copy of the insurance contract from your Professional Representative or from the Insurer before confirming your wish to proceed with this insurance.

All the answers given must be to the best of your knowledge and belief. You are under a duty to make full enquiries of your directors and senior managers. If you are unsure how to answer a specific question please indicate this in the Proposal Form.

We advise you to keep a copy of this Proposal Form and a copy of all other information supplied to Temple for the purpose of obtaining this insurance. All information provided to Temple will be treated as confidential.

1. Name (Please include all subsidiaries requiring cover): Date Established:

Address:

Post Code:

tel: fax:

Please list all your business activities:
(the **Insured Business Activity**)

2. a) Have any companies or any business activities been bought, sold or set up by you during the last 6 months, or are any currently under consideration for the next 12 months, which may affect any employees? Yes No

If yes, please give full details:

b) Have any internal restructuring or reorganisations, which might adversely affect any employees, taken place during the last 6 months, or are any under consideration for the next 12 months ? Yes No

If yes, please give full details:

3. a) Approximate Total Turnover for Last 12 Months: £

b) Estimated Turnover for Next 12 Months: £

c) Total Annual Wageroll during Last 12 Months (inclusive of Employers NI, the costs paid to Workers, Bonuses and Salaries paid to Directors): £

d) Estimated Wageroll, calculated as above, for next 12 Months: £

e) Please state the current number of:

Full Time Employees:

Part Time Employees:

Workers:

4. a) Do all employees enter into and sign written Contracts of Employment?
Yes No
- b) Do you have written disciplinary rules and procedures which apply to all employees?
Yes No
- c) Do you agree to adopt new procedures recommended to you by your Professional Representative?
Yes No
5. a) Are any redundancies currently under review or consideration, or may any be within the next 12 months?
If yes, please provide details.
Yes No
- b) Have you issued a final written warning in respect of any of your employees during the last 12 months?
If yes, please provide details.
Yes No
- c) Have any of your employees lodged a formal grievance or made a complaint of discrimination in the last 12 months?
If yes, please provide details.
Yes No
- d) Have you dismissed any employees in the last 6 months?
If yes, please provide details
Yes No

Please note that any claims resulting from circumstances known to you or which ought reasonably to have been known to you prior to the inception of insurance will not be covered and you are required to make full enquiry as reasonably required to make full and frank disclosure under this Proposal Form.

Notwithstanding the above, you should seek advice from the Professional Representative in relation to any such matters.

6. Has any insurer ever refused you legal expenses insurance, imposed special conditions, cancelled or declined to renew a legal expenses insurance policy?
If yes, please give details
Yes No
7. Have you been involved in any Tribunal proceedings regarding employment issues during the last 2 years ?
If YES, please supply full details, which must include the names of third parties, relevant dates, total legal cost incurred including VAT and disbursements, details of settlements or awards and the result of such
Yes No

8. a) Regarding the completion of this proposal form have full enquiries been made by the directors and senior managers to ensure full and frank disclosure under this Proposal Form?
Yes No
- b) After such enquires can you confirm that there are no causes, events or circumstances, which may give rise to a claim being made under this insurance?
Yes No

If you have answered No, to 8 a) or 8 b), please supply full details, which must include the names of third parties, relevant dates, nature of dispute and estimated fees.

9. Please confirm your choice of the Professional Representative that you agree to take advice from and appoint in the event of any claim that may be made under this insurance. (Your choice of Professional Representative will be the basis of the terms and conditions that may be offered to you) Please add your signature next to your response.

I / We confirm our agreement to appoint and use: (firm) Solicitors

I / We agree

I / We do not agree

DECLARATION

I/We warrant that after full enquiry the statements and particulars contained in this proposal and any other information provided to Temple is true and that I/we have not withheld, suppressed or misstated any material facts. I confirm that Temple Legal Protection Ltd will be informed of any material alterations.

I/We hereby irrevocably authorise Temple to inspect all documents and records at any reasonable time and on reasonable notice, not to be limited to circumstances arising at the point of making a claim under the policy.

I/We hereby agree that this declaration shall form, subject to my/our acceptance of the quotation, the basis of the contract between me/us and Temple.

Signature:

Position:

Date:

Signing this proposal form will not commit you or the Insurers to entering into any contract of insurance.

Employment Disputes Insurance

Insurance Protection for Employment Tribunal Costs and Awards

Certificate of Insurance

THE BASIS OF THIS CONTRACT

In return for the payment of the Premium specified in the Schedule and based on any information which the Insured, or anyone acting on their behalf, may have provided to the Coverholder or to the Insurer, the Insured will be indemnified on the terms and conditions contained in this Certificate of Insurance.

The Insured must provide all material information to the Insurer and has a duty to continue to provide any material information that may arise during the Period of Insurance.

This Certificate has been issued by the Coverholder on the authority of the Insurer:

Certificate Reference: Temple Employment 102006 (Employment)

Date Issued: dd/mm/yyyy

THE SCHEDULE

Certificate Number: Temple/firm/092009/your case ref

Coverholder: firm

Address: firm's address

Insured: [Clients of the Coverholder who are declared to the Insurer.]

Period of Insurance: 12 months from []

Limit of Indemnity: £250,000 for any one Claim but limited to £1,000,000 in the aggregate in respect of Claims accepted and consented to by the Insurer during the Period of Insurance.

Excess: [Nil or as per agreement]

Co-insurance: None

Professional Representative: the Coverholder.

Premium: £ []

IPT: £ []

Total Payable: £ []

THE THINGS YOU ARE INSURED FOR (“The Insuring Clause”)

The Insured will be indemnified, up to the Limit of Indemnity specified in the Schedule, for:

Awards of Compensation and Professional Expenses incurred after an Employment Tribunal complaint is made against the Insured by an Employee or Worker in respect of an Insured Business Activity, including, with the Insurer’s prior consent, the Professional Expenses which may be incurred in bringing an appeal or in responding to and/or defending an appeal made by an Employee or Worker in the Employment Appeals Tribunal or an appeal by way of review in the Employment Tribunal, brought within the Territorial Limits which arises out of or relates to the Employee or Worker’s work relationship or prospective work relationship with the Insured provided that such a complaint is filed with the Employment Tribunal and notified to the Insurer during the Period of Insurance and provided such indemnity is not otherwise excluded under this contract

And Provided that:

- a)** the Insured has at the earliest opportunity fully informed and taken full advice from the Professional Representative in any of the following circumstances:
 - (i) before taking any action in relation to an Employee which could lead to dismissal; or
 - (ii) the selection of an employee for redundancy; or
 - (iii) proposing or effecting (whether or not intentionally) changes to an Employee’s terms or conditions of employment; or
 - (iv) when the Insured becomes aware of any event or circumstance regarding any form of unlawful discrimination, victimisation or harassment; or
 - (v) when the Insured becomes aware of any matter or circumstance which could give rise to a complaint by an Employee of constructive dismissal (which may include but is not limited to situations where: an Employee simply leaves the workplace without giving notice; or an Employee raises a grievance); or
 - (vi) when the Insured becomes aware that an Employee is able to make or is to make a qualifying disclosure within the meaning of the Public Interest Disclosure Act, 1998; or
 - (vii) in any other situations or circumstances where the Insured knows or ought reasonably to know that an Employee or Worker may have a ground of complaint against the Insured arising out of or in connection with his or her employment or working relationship with the insured

and to keep fully informed and continue to take advice from the Professional Representative as matters concerning the circumstance in question progress. If there are any points of the advice in respect of which the Insured is unclear, it is the Insured’s obligation immediately to ask the Professional Representative to provide a further explanation.

and,

- b)** the Insurer is satisfied that the Insured acted in accordance with and with due diligence upon the advice of the Professional Representative,

and

- c)** the Insurer is satisfied that the Insured fully and properly informed and has 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

and

- d)** in the Insurer’s reasonable opinion, taking the Professional Representative’s view fully into account, they are satisfied that there are reasonable prospects the Insured will be able to successfully defend or resist the Employment Tribunal complaint or complaints that have been made.

Advice given by the Professional Representative will be recorded and the Insured hereby agrees that the Insurer may obtain and consider copies of such recordings in the event of a Claim and the Insured hereby waives any privilege, which may attach to such information and documentation in favour only of the Insurer. In the event that the Insured makes a Claim under this insurance contract the Insurer may check that advice has been taken from the Professional Representative, the dates upon which advice was obtained, that the advice has been properly followed and that the Insured has acted reasonably and in accordance with the terms and conditions of this contract at all times. In the event that any of these requirements have not been complied with the Insurer's consent to a Claim will not be granted.

THINGS YOU ARE NOT INSURED FOR

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.
2. Any Employment Tribunal complaint relating to any employment issue, circumstance or event of which the Insured was aware, or ought to reasonably have been aware, prior to inception of this insurance contract.
3. Any Employment Tribunal complaint or legal proceedings arising as a consequence of the Insured's failure to act reasonably or to take all reasonable steps to avoid or prevent any such complaint or legal proceedings or where the Insured has not acted in accordance with or with due diligence on the advice of the Professional Representative.
4. Awards of Compensation comprising:
 - Fines
 - Penalties
 - Additional Awards
 - Special Awards
 - Protective Awards
 - Interim Relief
 - Aggravated Damages
 - Punitive Damages
 - Exemplary Damages
 - Arrears of pay or award of damages awarded under the Equal Pay Act
 - Compensation awarded because of the Insured's failure to:
 - comply with Employment Tribunal Orders for reinstatement or re-engagement
 - pay wages or other monies properly and lawfully due to an Employee or Worker
 - to pay the National Minimum Wage
 - comply with the provisions of the Working Time Directive
 - allow an Employee to be accompanied at a disciplinary or grievance hearing
5. Any Employment Tribunal complaint or legal proceedings where in the opinion of the Insurer or the Professional Representative it is not reasonable or proportionate to consent to a Claim given the sum in dispute.
6. Any Employment Tribunal complaint or legal proceedings where the Insured has not co-operated sufficiently, fully and truthfully with the Insurer or the Professional Representative in order that any such complaint or legal proceedings may be properly defended and/or where the Insured fails to give instructions to the Professional Representative in a timely and prompt manner and/or where the Insured fails to act upon the advice of the Professional Representative and/or where the Insured is responsible for any delay which may prejudice the prospects of success of the defence or settlement of a complaint.

7. Any Employment Tribunal complaint or complaints where, in the Insurer's reasonable opinion (taking full account of the views of the Professional Representative), the defence or resistance of such complaint or complaints does not have a reasonable prospect of being successfully defended or resisted by the Insured either before or at any time during the course of proceedings.
8. Any settlement monies in respect of any settlement agreed between the Insured and an Employee or prospective or Ex-employee or Worker before a complaint is filed with the Employment Tribunal.
9. Any failure by the Insured to comply with the obligations set out in this contract of insurance.

CLAIMS CONDITIONS

In the event that the Insured receives notification that an Employee, or prospective or Ex-employee or Worker has made a complaint to an Employment Tribunal or Employment Appeals Tribunal, the Insured must immediately and without any delay whatsoever notify the Professional Representative and send to the Professional Representative full written details concerning the complaint and/or employment issue in question together with a copy of the Employment Tribunal application.

Initial notification to the Insurer of a Claim must be made by the Insured or the Professional Representative and a claim form must be submitted to the Insurer promptly together with all relevant supporting documentation and any other information requested must also be sent to the Insurer.

The Insured or the Professional Representative must in any event advise the Insurer in writing, as soon as the Insured or the Professional Representative becomes aware of an Employment Tribunal complaint against the Insured.

Failure to notify a Claim to the Insurer or to the Professional Representative during the Period of Insurance will lead to the Claim being rejected.

Professional Expenses and Awards of Compensation will only be covered under this insurance with the Insurer's prior written consent. Consent will be granted promptly provided that the Insurer is satisfied that the Insured has acted fully in accordance with the terms and conditions of this insurance.

Before granting consent, the Insurer must be satisfied that the Insured took advice from the Professional Representative in respect of the employment issue in question and has followed the advice with due diligence, that it is reasonable and proportionate to incur Professional Expenses in the circumstances and that the Insured has otherwise acted in accordance with the terms and conditions of this contract of insurance.

The Insurer must also be satisfied that there are reasonable prospects of the Insured successfully defending or resisting the Employment Tribunal complaint or complaints made against the Insured. The Insurer will take the Professional Representative's opinion into account when determining prospects of success and the Insurer reserves the right to refer the matter to legal counsel for further consideration.

A Claim will only be accepted and consented to by the Insurer if it is made after the Insured receives notification that an Employment Tribunal complaint has been made against the Insured, that such complaint is made to an Employment Tribunal and the circumstances relating to it arose during the Period of Insurance.

When consent is given the Insurer will also state the amount of Professional Expenses that the Insurer has consented to incur. If this amount is exceeded without the Insurer's prior written consent any such additional amount may not be covered under this insurance.

In the event the Insured proceeds to defend or resist any Employment Tribunal complaint to which Insurer has not consented because the Insurer is not satisfied that the Insured will successfully defend or resist the complaint but the Insured is subsequently successful in such defence or resistance, the Insurer reserves the right in its sole discretion to indemnify the Insured as if Insurer's consent had been given subject to the terms and conditions of this insurance contract.

The Insurer's consent will be withdrawn and indemnity denied in the event of facts becoming known which would mean that a particular Claim would not have been accepted and consented to under the terms and conditions of this insurance. If the Insured or the Professional Representative acting on the Insured's behalf makes a fraudulent or false claim or request for payment, this insurance contract shall become void, any premiums shall be forfeited and any monies paid out under this contract of Insurance shall be recoverable from the Insured by the Insurer as a debt.

This insurance has been provided to the Insured by the Insurer based upon the Insured's agreement to use the Professional Representative nominated on the Schedule. The Professional Representative and the Insured must provide the Insurer with any information, documentation and co-operation that the Insurer requires whether or not it is privileged.

The Insured must at all times use its best endeavours and take reasonable steps to minimise the cost and effect of any Claim under this insurance. The Insurer will not indemnify any element of a Claim where those costs have been incurred as a result of the unreasonable or negligent actions by the Insured or the failure by the Insured to follow requests made of the Insured. Insurers will not consent to any Claim where the Insured has not co-operated fully and truthfully with the Insurer or the Professional Representative and/or where the Insured fails to give instructions to the Professional Representative in a timely manner, or fails to act upon instructions or is responsible for any delay which the Insurer may reasonably consider would prejudice the prospects of success in the defence or settlement of a Claim.

The Insured or the Professional Representative on behalf of the insured must inform the Insurer in writing as soon as an offer to settle a claim or legal proceedings is received or is made. In any settlement proposals the Insured must have regard to the proportionality of Professional Expenses incurred or likely to be incurred in respect of the Employment Tribunal complaint in question and the prospect of recovery thereof.

Under no circumstances must the Insured enter into any agreement to settle without the Insurer's or the Professional Representative's prior consent which will not be unreasonably withheld. If the Insured rejects an offer of settlement, which the Insurer or the Professional Representative deems to be reasonable, no further indemnity will be provided in respect of the Employment Tribunal complaint in question beyond that which would have been provided had the offer been accepted.

The Insurer will normally pay the Professional Representative's bills for Professional Expenses direct to the Professional Representative within 30 days of the date of the invoice, provided the Insurer is satisfied that the charges are reasonable and have been properly incurred. If requested by the Insurer, the Insured must have the bill of costs submitted for assessment or request a remuneration certificate. The Insurer will only make such a request if it reasonably considers that the invoice in question has been incorrectly or unreasonably calculated.

The Insured and the Professional Representative must take all reasonable steps where appropriate to recover Professional Expenses or other costs from opposing and/or any third parties. Any such recovery must immediately be paid to the Insurer. The Insured must not waive any right to make recovery of Professional Expenses or other costs from opposing and/or other third parties without the Insurer's consent.

If the Insurer makes any payments under the terms and conditions of this insurance contract and cover is subsequently withdrawn by the Insurer, the Insured hereby undertakes to repay to the Insurer all and any such payments made.

GENERAL CONDITIONS

1. Condition Precedent

The due observance of and compliance with the terms, provisions, exclusions and conditions of this Certificate insofar as they relate to anything to be done or complied with by the Insured, the Coverholder or the Professional Representative, shall be conditions precedent to any liability of this insurance to make any payment under this Certificate.

2. Cancellation

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.

3. Disputes

In the event of any dispute between the Insured and the Insurer both parties shall agree to the appointment of a suitably qualified arbitrator to decide the matter in accordance with the Arbitration Act 1996. If there is no agreement on an arbitrator an appropriately qualified person shall be appointed by the President of the Chartered Institute of Arbitrators. The arbitrator shall have the power to apportion costs. The Insured's costs in preparation for and representation at meetings with the arbitrator shall not be recoverable under this Certificate.

4. Appeals and Rights of Subrogation

In the event of Insurers becoming liable to make any payment under this Certificate:

- a) Insurers shall be subrogated to all the Insured's rights or causes of action related to or arising out of any legal action against any other party and the Insured will provide the Insurer with all assistance which may be required to pursue these rights, and
- b) Insurers shall have the right to require the Insured to pursue an appeal against any decision of the Employment Tribunal and the Insured will provide the Insurer with all assistance that may be required. If the Insured fails to provide such assistance then the Insurer shall be entitled to make a recovery against the Insured of any monies paid by the Insurer under this contract of insurance.

5. Contracts (Rights of Third Parties) Act 1999

Any person or entity who is not a party to this contract at the inception of this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 and as amended, 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 other than by virtue of the Act.

6. Ownership of the Insured

If the ownership of the Insured changes so that it can be controlled by a party or entity that was not a party disclosed in the original Proposal and Referral Form provided to the Insurer then the Insured must immediately advise the Insurer of any such change. The Insurer may cancel or amend the terms of this insurance if such change is deemed by the Insurer to be material.

7. Insolvency of the Insured

If the Insured becomes insolvent during the course of any claim or legal proceedings to which the Insurer has consented under this contract of insurance, then the Insurer shall reserve the right to withdraw consent. The Insured shall be deemed to be insolvent upon the appointment of an office holder within the meaning given by Section 233(1) or 372(1) of the Insolvency Act 1986 or where the Insured enters into any voluntary arrangement with his creditors.

8. Jurisdiction and applicable law

The interpretation or application of this insurance, or any of the terms, conditions and exclusions, will be subject to the laws of England and the exclusive jurisdiction of the courts of England and Wales.

9. Disclosure of the existence of this Certificate

The Insured must not reveal the existence of this insurance unless the Insurer provides written consent to do so.

10. Insured's records

In the case of a corporate Insured, records and books of account must be kept in accordance with the Company Acts.

COMMUNICATIONS

All notices and communications to the Insured shall be deemed to have been received if posted to the Insured or the Professional Representative at their notified addresses.

All notices and communications to the Insurers shall be deemed to have been received if posted to the Employment Claims Department at the address shown below:

Employment Claims Department
Portsmouth House
1 Portsmouth Road
Guildford
Surrey GU2 4BL

or

Temple Legal Protection Ltd
DX: 83188 Guildford
Telephone: 01483 577877 Facsimile: 01483 300943

THE DEFINITION OF WORDS USED IN THIS CONTRACT

Awards of Compensation

Basic Awards, Compensatory Awards and awards of compensation made against the Insured by an Employment Tribunal or monies in settlement thereof provided the Insurer's prior written consent and approval has been obtained to make such settlement whether or not within the context of ACAS conciliation proceedings provided that any such settlement must be recorded by way of an ACAS cot 3 agreement or by way of a compromise agreement within the meaning of section 203 of the Employment Rights Act 1996. This insurance contract shall not provide indemnity for:

- Fines
- Penalties
- Additional Awards
- Special Awards
- Protective Awards
- Interim Relief
- Aggravated Damages
- Punitive Damages
- Exemplary Damages
- Arrears of pay or award of damages awarded under the Equal Pay Act
- Compensation awarded because of the Insured's failure to:
 - comply with Employment Tribunal Orders for reinstatement or re-engagement
 - pay wages or other monies properly and lawfully due to an Employee or Worker
 - to pay the National Minimum Wage
 - comply with the provisions of the Working Time Directive
 - allow an Employee to accompanied at a disciplinary or grievance hearing

Claim

A request by the Insured made under the terms of this Insurance for indemnity of Professional Expenses and/or Awards of Compensation. Any Employment Tribunal complaint or series of such complaints arising out of the same events, causes, circumstances or employment issues shall be regarded as one Claim for the purposes of the Limit of Indemnity and any excess which may be applicable.

Coverholder

The legal entity named in the Schedule who arranges this insurance on the Insured's behalf.

Employee

A person under an apprenticeship or contract of service with the Insured or a person who is undergoing training under any approved training scheme with the Insured or an ex employee or a prospective employee.

Excess

The amount specified in the Schedule, if any, that must be borne first by the Insured in respect of any Claim at their own risk. The Insurer's liability shall only be in excess of this amount.

Insured

The company, firm, partnership, association or individual named in the Schedule and insured under this contract of insurance. Insurers may, if requested by the Insured, also provide indemnity under this Insurance to benefit any partner, director or employee of the Insured provided such partner, director or employee agrees to observe all the terms and conditions of this Insurance and provided that the Claim arises directly from the Insured Business Activity and the Insured is a party to the same Employment Tribunal complaint in respect of which indemnity is sought.

Insured Business Activity

The Insured's business activity or activities disclosed to the Insurer in the Proposal and Referral Form prior to the inception of this insurance contract.

Insurer

Temple Legal Protection Limited are specialist underwriters with authority to underwrite and manage this insurance on behalf of IGI Insurance Company Limited.

Limit of Indemnity

The limit referred to in the Schedule, which shall be the maximum liability under this Certificate in respect of:

1. any Claim to which the Insurer grants consent
2. the aggregate limit for all Claims consented to by the Insurer during the Period of Insurance.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the Professional Representative and any costs incurred by other parties insofar as the Insured is held liable in Employment Tribunal proceedings to pay such costs or becomes liable to pay such costs under a settlement made with another party with Insurers consent in connection with any Claim falling within the Insuring Clause and not exceeding the Limit of Indemnity.

Professional Representative

The Solicitor or other appropriately qualified person or firm specified in the Schedule that has been appointed by the Insured and approved by the Insurer at the inception of this policy to act for the Insured in accordance with the terms of this Certificate.

Territorial Limits

Unless specified to the contrary shall be the United Kingdom but excluding the Isle of Man and the Channel Islands.

Worker

An individual, other than an Employee, who applies to work, works under or worked under a contract of employment or any other contract whereby the individual undertakes to perform

personally any work or services for another party to the contract whose status is not by virtue of the contract that of a client or customer of any profession or business undertaking carried on by the individual, as defined in Section 230 (3) Employment Rights Act 1996 and as amended.

IMPORTANT NOTES
PLEASE READ CAREFULLY

Taking advice from the Professional Representative

*Before you contact the Professional Representative you must have:
all relevant details, documents and papers to hand; and
a pen and paper ready to take full notes,*

*When you discuss any issue with the Professional Representative you must:
be truthful and give a full account of the issues involved; and
keep accurate written records, including dates of calls, the name of the advisor to whom
you spoke and details of the advice provided.*

COMPLAINTS PROCEDURE

If you have any complaint you can contact the Intermediary who arranged the insurance for you. If you wish to register a complaint in connection with the policy, please contact Temple Legal Protection Limited in writing to:

The Managing Director, Temple Legal Protection Limited, Portsmouth House, 1 Portsmouth Road, Guildford Surrey, GU2 4BL.

If your problem isn't resolved you may contact the insurers, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. The insurers will contact you within five days of receiving your complaint to inform you of what action they are taking. The insurers will try to resolve the problem and give you an answer within four weeks. If it will take the insurers longer than four weeks the insurers will tell you when you can expect an answer.

If the insurers have not given you an answer in eight weeks they will tell you how you can take your complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right you have to take action against the insurers.

If you are still not satisfied you can contact the:

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

The insurers are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the insurers cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal right you may have to take action against us.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. Registered No. 1229676. Tel 0115 941 1022
Authorised and regulated by the Financial Services Authority

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Employment Disputes Insurance
Insurance protection against Tribunal Costs and Awards

Claim Form

Appointed Representative:

Contact name:

E mail address:

Solicitors Reference:

Date:

Name of Insured:

Limit of indemnity:

Excess:

Inception date / Renewal date of cover:

(Please indicate renewal or new risk)

Date when Insured first became aware of the circumstances giving rise to the claim:

(Please provide comment if the above dates are relatively close, please also note that if the Insured was aware of the circumstances prior to the inception date then the claim will not be covered)

Date Appointed Representative was first notified:

Please explain the reasons for delay, if any)

When and at what point did the Insured seek advice as to any procedure to be adopted?

(Please note: the Insurer will need to be satisfied that the Insured has acted reasonably at all times and that they contacted the Appointed Representative at the earliest possible time to determine any procedures to be adopted – Insurers do recognise that in some cases it will have been difficult to consult prior to any claim).

In the opinion of the Appointed Representative, did the Insured take the proper advice and have they acted upon that advice with due diligence?

Name of Claimant:

Details of the claim:

(Please attach ET1, ET3 and any supporting notes).

Estimate of professional fees to the conclusion of the case:

Estimate of Awards of Compensation:

Background notes if applicable - please attach

Proposed action by firm:

Please note that you must send us copies of ALL attendance notes and ALL advice given from the first date when the Insured took advice. Copies of any correspondence between the Professional Representative and the Insured and between the Insured and the Applicant also need to be sent. Failure to do so will delay the Insurer's decision as to whether the claim is covered.

Please note that you should proceed with preparing the ET3 whilst the claim is being assessed by the Insurers.

Please send this Claim Form with supporting documents to:

**Employment Claims, Temple Legal Protection Ltd,
DX: 83188 Guildford 2 or, Portsmouth House, 1 Portsmouth Road, Guildford, Surrey, GU2 4BL**

Checklist of documents that must be enclosed:

- Copies of all attendance notes
- Copies of all advice given
- Copies of correspondence between the Insured and the Applicant
- Copies of correspondence between the Professional Representative and the Insured
- Copy of the ET1
- Copy of the ET3 (If this has been prepared)
- Copy of the Certificate of Insurance that was issued - the full wording and schedule
- Any other relevant documents

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 your policy wording, which must apply in the event of a claim. Please read the policy wording carefully to ensure you fully understand the cover you have.

The Insurer

The insurance provided is underwritten by IGI Insurance Group 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 the Solicitors named on the insurance schedule (“the Solicitors”) and have kept them fully informed and continued to take advice from the Solicitors as matters progress and;
- b) You have acted in accordance with and with due diligence upon the advice of the Solicitors and;
- c) You have fully and properly informed the Solicitors 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 Solicitors. *[page 3 of policy]*
4. Certain awards of compensations. *[page 3 of policy]*
5. Any Employment Tribunal complaint or legal proceedings where in the opinion of the Insurer or the Solicitors 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 Solicitors. *[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 Solicitors), 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 Solicitors 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.

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.