

# Wellbeing Assist Key Facts Summary

This key facts summary is designed to help you understand the key features, benefits, exclusions and limitations of your Wellbeing Assist commercial legal expenses policy. Full policy terms and conditions are contained in the policy wording, a copy of which is available on request. This product is designed for businesses who want to cover the cost of legal expenses in relation to the sections mentioned below. This insurance is provided by Temple Legal Protection Limited who are authorised under a binding authority agreement to underwrite and administer this insurance on behalf of Royal & Sun Alliance Insurance Ltd.

SIGNIFICANT FEATURES	
Claims reporting basis	This is a claims made insurance. You must report your claim during the period of insurance and as soon as you first become aware of circumstances which lead to a claim
Limits of indemnity	<ul style="list-style-type: none"><li>• Criminal defence: Interview under caution - £2,500 per claim</li><li>• Tax protection: Current tax year enquiry £1,000 per claim</li><li>• Court attendance costs - £1,000 per claim</li><li>• Image use Defence - £1,000 per claim</li><li>• All other sections - £100,000 per claim</li><li>• Aggregate of £250,000 per period of insurance</li></ul>
Standard excesses	<ul style="list-style-type: none"><li>• Tax protection: Aspect Enquiries £1,000</li><li>• Contract Disputes - £500</li></ul>
Co-insurance	40% for use of a representative who is not one of our panel of appointed representatives and where that chosen representative does not agree to our standard charging rates
Territorial limits	The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands
Applicable law	England and Wales
Period of insurance	12 months unless otherwise agreed

SIGNIFICANT FEATURES	SIGNIFICANT EXCLUSIONS OR LIMITATIONS
The insurer will pay legal costs, expenses and employment compensation awards, up to the limit of indemnity, for insured events listed below.	<ul style="list-style-type: none"><li>• It must always be more likely than not that your claim will be successful. This requirement applies throughout the duration of your claim.</li><li>• Circumstances giving rise to a claim which exist before you take out this policy.</li><li>• Any costs incurred before consent has been granted.</li></ul>

STANDARD COVER	
What is covered	What is not covered
<p><b>Property Disputes</b></p> <ul style="list-style-type: none"> <li>• An event causing physical damage to your property.</li> <li>• Nuisance or trespass.</li> <li>• Recovering possession of premises from an employee or ex-employee.</li> <li>• Right of way claims.</li> </ul>	<p><b>Property Disputes</b></p> <ul style="list-style-type: none"> <li>• Disputes arising from contracts or tenancy or licence agreements (other than repossessing premises from employees or ex-employees).</li> <li>• Property damage where the amount claimed is less than £1,000.</li> <li>• Cases where another party claims they own some or all of your property.</li> <li>• Cases where rights have arisen through the use or occupation over a length of time.</li> <li>• Motor vehicles owned by, or hired or leased to the <b>Insured</b> (unless your business activity is selling motor vehicles).</li> </ul>
<p><b>Landlord Disputes</b></p> <ul style="list-style-type: none"> <li>• The <b>Insured's</b> landlord's failure to maintain or repair your property as required by a lease or tenancy agreement.</li> <li>• The <b>Insured's</b> alleged failure to maintain or repair your property as required by a lease or tenancy agreement.</li> <li>• Defending a demand for dilapidations at the end of a lease or tenancy.</li> <li>• Defending the <b>Insured's</b> landlord terminating the lease or tenancy early and removing the <b>Insured</b> from the property.</li> </ul>	<p><b>Landlord Disputes</b></p> <ul style="list-style-type: none"> <li>• Cases where the <b>Insured</b> has failed to pay money owed to a landlord, unless payment has been withheld due to the landlord's failure maintain or repair the property.</li> </ul>
<p><b>Tenant Disputes</b></p> <ul style="list-style-type: none"> <li>• The <b>Insured's</b> tenant's failure to maintain or repair your property as required by a lease or tenancy agreement.</li> <li>• The <b>Insured's</b> alleged failure to maintain or repair your property as required by a lease or tenancy agreement.</li> <li>• Evicting the <b>Insured's</b> tenant at the expiry of the lease or tenancy agreement.</li> <li>• Pursuing a tenant for disputed dilapidations at the end of a lease or tenancy.</li> </ul>	<p><b>Tenant Disputes</b></p> <ul style="list-style-type: none"> <li>• Dilapidations claims where the <b>Insured</b> has not issued an enforceable notice of dilapidations including an independent expert valuation of the dilapidations.</li> <li>• Eviction claims where the <b>Insured</b> has not issued an enforceable statutory or contractual notice to the tenant.</li> </ul>
	<p><b>All Property, Landlord or Tenant Disputes</b></p> <ul style="list-style-type: none"> <li>• Where the <b>Insured</b> will not suffer a financial loss or loss to the value of their business property.</li> <li>• Where the <b>Insured</b> has not first attempted to make a claim under their buildings or business interruption policy, in respect of claims relating to damage or nuisance.</li> <li>• Relating to the review or renewal of a tenancy or leasehold agreement, or the purchase of a property.</li> <li>• Where the <b>Insured</b> has not maintained suitable building and where necessary contents insurance.</li> <li>• Alleging the <b>Insured</b> to be responsible for pollution, seepage or contamination of any kind.</li> </ul>

<p><b>Criminal Defence</b></p> <ul style="list-style-type: none"> <li>• Representing the <b>Insured</b> in relation to suspected criminal offences.</li> <li>• Defending the <b>Insured</b> for wrongful arrest following an accusation of theft from the <b>Insured's</b> business premises.</li> <li>• Pursuing appeals against the imposition of terms of a Statutory Notice against the <b>Insured's</b> business.</li> <li>• Representing the <b>Insured</b> during an interview under caution by Police or other prosecuting authority.</li> <li>• Defence of criminal prosecution where a conviction would result in the loss of a driving licence required by a director or a business partner to carry out essential business activities.</li> <li>• Defence of a motor related criminal prosecution for tachograph or weight offences.</li> </ul>	<p><b>Criminal Defence</b></p> <ul style="list-style-type: none"> <li>• Investigations by or on behalf of HMRC.</li> <li>• Allegations of fraud, theft, forceful, violent or wilful acts, or allegations of the <b>Insured person's</b> involvement with an accident involving personal injury or death.</li> <li>• Ownership, possession, hiring or use of motor vehicles, or infringement of road traffic laws.</li> <li>• An Interview under caution, where the Police require your immediate attendance at a police station.</li> <li>• Any motor related claims where there is an allegation of driving under the influence of drugs, alcohol or the use of handheld electrical equipment.</li> <li>• Any costs or fines the <b>Insured</b> is ordered to pay by a criminal court.</li> </ul>
<p><b>Tax Protection</b></p> <ul style="list-style-type: none"> <li>• HMRC tax enquiries into the whole or specific aspects of the <b>Insured's</b> Income Tax or Corporation Tax return.</li> <li>• Employers' Compliance with Pay As You Earn, National Insurance Contributions, Social Security, Construction Industry or IR35 legislation and regulations.</li> <li>• Representing the <b>Insured</b> in a dispute with HMRC following a VAT visit or the issue of a written decision, assessment or statement of alleged arrears.</li> </ul>	<p><b>Tax Protection</b></p> <ul style="list-style-type: none"> <li>• Routine treatment of matters not connected with a formal investigation.</li> <li>• Investigations into alleged dishonesty or criminal offences.</li> <li>• Matters handled by the HMRS Specialise Investigations Unit.</li> <li>• Tax avoidance schemes.</li> <li>• Failure to register for VAT, PAYE or, where required to do so, the Construction Industry Scheme.</li> <li>• Tax investigations resulting from the negligent advice or actions of the <b>Insured's</b> tax consultant or adviser.</li> </ul>
<p><b>Regulatory Compliance</b></p> <ul style="list-style-type: none"> <li>• Defending the <b>Insured</b> person in civil actions under Section 13 of the Data Protection Act (DPA) 1998.</li> <li>• Appealing against the refusal of the ICO to register the <b>Insured's</b> application for registration.</li> </ul>	<p><b>Regulatory Compliance</b></p> <ul style="list-style-type: none"> <li>• Any awards of compensation.</li> </ul>
<p><b>Court Attendance Costs</b></p> <ul style="list-style-type: none"> <li>• The <b>Insured Person's</b> lost wages or salary, up to a maximum of £1,000, following their absence from work to attend jury service, or as a witness in respect of an <b>Insured</b> event under this policy.</li> </ul>	<p><b>Court Attendance Costs</b></p> <ul style="list-style-type: none"> <li>• Sums which are recoverable from the court or tribunal</li> </ul>
<p><b>Employee Extra Protection</b></p> <ul style="list-style-type: none"> <li>• Pursuing the <b>Insured Person</b> or their family members' legal rights to obtain damages or compensation for personal injury, including clinical negligence, which arises out of any actual or alleged act or omission by a third party.</li> <li>• The defence of the <b>Insured person</b> against allegations of discrimination arising from them carrying out activities on behalf of the business.</li> </ul>	<p><b>Employee Extra Protection</b></p> <ul style="list-style-type: none"> <li>• Any claims relating to injuries that occur on the <b>Insured's</b> business premises.</li> <li>• Any matter where the amount claimed is less than £1,000.</li> <li>• Disputes between the <b>Insured</b> and an employee.</li> <li>• Disputes brought by prospective employees.</li> <li>• Disputes brought by ex-employees.</li> </ul>
<p><b>Marketing Image Defence</b></p> <ul style="list-style-type: none"> <li>• Defending the <b>Insured</b> in relation to the use of images of individuals attending an <b>insured business activity</b>. Provided such images are expressly used for promotional or marketing material in relation to the <b>Insured</b> business activity and that the <b>Insured</b> has sought the individual's prior consent.</li> </ul>	<p><b>Marketing Image Defence</b></p> <ul style="list-style-type: none"> <li>• Any claim alleging the <b>Insured's</b> use of images other than for marketing activities</li> <li>• Claims where the <b>Insured</b> has not sought an individual consent</li> <li>• Claims brought by an ex-employee.</li> </ul>

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OPTIONAL COVER	
What is covered	What is not covered
<p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>Pursuing or defending the <b>Insured's</b> legal rights in disputes over the purchase, hire, sale or provision of goods or services.</li> </ul>	<p><b>Contract Disputes</b></p> <ul style="list-style-type: none"> <li>Claims where the amount in dispute is less than £1,000 (inc VAT)</li> <li>Arbitration or adjudication relating to building or construction work.</li> <li>Claims relating to Franchise agreements, agency rights, assignment, bailment, bills of exchange and contracts that provide or arrange credit, securities or guarantee.</li> <li>Contracts governed by the Consumer Credit Act, loans, hire purchase agreements, mortgages, pensions or any other financial product;</li> <li>Motor vehicles owned by, or hired or leased to you (unless your business activity is selling motor vehicles).</li> <li>Lease, licence, or tenancy of land or buildings.</li> <li>Supply of computer hardware and systems, or purchase of tailored computer hardware and systems.</li> </ul>
<p><b>Disciplinary Hearings</b></p> <ul style="list-style-type: none"> <li>Representing the <b>Insured</b> at a disciplinary hearing held by their professional or regulatory body where there is a risk of the <b>Insured's</b> membership being removed or where the loss of registration or accreditation would stop the <b>Insured</b> carrying out the <b>insured business activity</b>.</li> </ul>	<p><b>Disciplinary Hearings</b></p> <ul style="list-style-type: none"> <li>Any claim arising from the payment or non payment of membership fees or subscriptions.</li> </ul>
<p><b>Employment Defence and Compensation Awards</b></p> <ul style="list-style-type: none"> <li>A dispute with an employee, ex-employee or prospective employee throughout the ACAS Early Conciliation process and at subsequent Employment Tribunal hearings relating to a contract of employment and/or breach of employment legislation.</li> <li>For claims accepted under Employment Defence, the <b>Insurer</b> will pay awards of compensation made against the <b>Insured</b> at a tribunal or settlements agreed by us.</li> </ul>	<p><b>Employment Defence and Compensation Awards</b></p> <ul style="list-style-type: none"> <li>Internal disciplinary or grievance proceedings.</li> <li>Any claim where the <b>Insured</b> did not seek and follow advice or obtain authorisation from our legal helpline before taking action which could result in a dispute or complaint leading to a claim under this section.</li> <li>Non-payment of money due under statutory provisions or a contract of employment.</li> </ul>

ADDITIONAL SERVICES INCLUDED	
<p><b>Undisputed Debt Recovery Service</b></p> <p>At the <b>Insured's</b> expense, recovery of undisputed debts from other parties. Disputed debts or debts where proceedings are recommended will be considered under Contract Disputes or Motor Contract Disputes.</p>	<p>The fees charged by the debt collection organisation are not indemnified under this policy.</p>
<p><b>Legal and Tax Advice Helpline</b></p> <p>Provides the <b>Insured</b> with telephone advice on commercial legal problems or tax matters under UK law.</p>	
<p><b>Counselling Helpline</b></p> <p>Provides the <b>Insured's</b> employees with a confidential telephone counselling service available 24 hours a day, 365 days a year.</p>	<p>This service is subject to reasonable use.</p>

Temple Legal Protection Limited is authorised and regulated by the Financial Conduct Authority.

## How to make a claim

If you become aware of any circumstances which could lead to a claim under the covers detailed above, please call Temple as soon as possible to request a claims form on **01483 577 877**. Lines are open from 9am to 5pm, Monday to Friday. Alternatively, claims can be submitted online at [www.temple-legal.co.uk/newclaims](http://www.temple-legal.co.uk/newclaims) or emailed to [claims@temple-legal.co.uk](mailto:claims@temple-legal.co.uk). Completed claim forms should be posted as soon as possible to: Commercial Claims Department, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

## How to make a complaint

We always aim to provide an excellent service. However, if you are ever unhappy with the level of service you have received, how a claim has been handled or with any other aspect of the policy, please let us know by calling **01483 577 877**. Lines are open Monday to Friday, from 9am to 5pm.

Alternatively, complaints can be emailed to [complaints@temple-legal.co.uk](mailto:complaints@temple-legal.co.uk) or posted to: The Compliance Officer, Temple Legal Protection Limited, One Bell Court, Leapale Lane, Guildford GU1 4LY

If you do not receive a satisfactory response within eight weeks, you may be able to refer the matter to the Financial Ombudsman Service (FOS), provided your business falls within FOS jurisdiction. The FOS can normally deal with complaints from micro-enterprises (small businesses) with less than 10 employees and an annual turnover of less than €2m. They will be able to tell you if your business is eligible.

To contact the Financial Ombudsman Service, call **0800 023 4567** (calls to this number are free to mobile phones and landlines) or 0300 123 9123 (calls to this number cost no more than calls to 01 or 02 numbers). You can also text **07860 027 586** and the FOS will call you back. Lines are open from 8am to 8pm between Monday and Friday and from 9am to 1 pm on Saturdays.

Alternatively, you can email the Financial Ombudsman Service at [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or make general enquiries online at <https://help.financial-ombudsman.org.uk/help/enquiries>

You can also write to the FOS at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

The insurer is bound by decisions made by the Financial Ombudsman Service but they are not binding on you. Using the complaints procedure does not affect your right to take legal action.

## Data Protection

By taking out this policy you agree that Temple Legal Protection and other parties may need to share information for the purpose of administering this policy and in the provision of claims handling and helpline services. Any information provided to Temple Legal Protection will be processed in accordance with the Data Protection Act 1998.

## Regulatory Information

Temple Legal Protection is authorised and regulated by the Financial Conduct Authority. Temple Legal Protection Head and Registered Office: One Bell Court, Leapale Lane, Guildford GU1 4LY  
Registered in England and Wales No. 3698194  
Website: [www.temple-legal.co.uk](http://www.temple-legal.co.uk)

Royal & Sun Alliance Insurance Ltd is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, firm reference number 202323. This can be checked on the Financial Conduct Authority Register by visiting the FCA website: [www.fca.org.uk](http://www.fca.org.uk) or by contacting the FCA on **0800 111 6768** or **0300 500 8082**.

## Royal & Sun Alliance Insurance Ltd Head and Registered Office:

Royal & Sun Alliance Ltd, St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.  
Registered No. 00093792.  
Tel **01403 232323**.

## Financial Services Compensation Scheme

Royal & Sun Alliance Ltd 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 upon the type of business and circumstances of the claim. Most insurance contracts are covered for up to 90% of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or they can be contacted by phone on **0800 678 1100** or **020 7741 4100**.