

# TFA Legal Protection Insurance

## Insurance Product Information Document



Company: Legal Protection Group Limited

Product: TFA Commercial Legal Protection

This insurance is:

- Arranged and managed by Legal Protection Group Limited, registered in England and Wales number 10096688.
- An appointed representative of Somerset Bridge Insurance Services Limited, who are authorised and regulated by the Financial Conduct Authority (FCA No. 477112).
- Underwritten by Alwyn Insurance Company Limited, registered in Gibraltar number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

This document is a summary of the main features, conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording and schedule. Please read the policy documents when you receive them and tell us as soon as possible if any of the information is incorrect. All amounts shown below include any applicable tax.

## What is this type of insurance?

TFA Commercial Legal Protection is a legal expenses insurance contract which provides insured legal advice and representation in disputes affecting your farming business. In the event of one of the insured incidents listed below, this insurance will negotiate your legal rights, subject to the terms and conditions of your policy.



### What is insured?

Legal costs and expenses (and applicable compensation) up to:

- ✓ £50,000 per insured incident;
- ✓ £1,000,000 per period of insurance; for:

#### Employment Disputes

- ✓ Defending a dispute regarding a contract of employment or a breach of employment legislation.

#### Employment Compensation Awards

Where we accept an employment dispute claim, the insurer will pay:

- ✓ Compensation awarded against you by a tribunal; or
- ✓ A reasonable and proportionate settlement.

#### Breach of Restrictive Covenant

- ✓ Pursuing a breach of restrictive covenant in an employment contract.

#### Defence of Legal Rights

1) Defending an insured person if an event arising from your farming business leads to:

- ✓ Interview by the Police, or other authority with the powers to prosecute for a suspected criminal offence;
- ✓ Prosecution in a criminal court;
- ✓ A formal investigation or disciplinary hearing by a regulatory or professional body;
- ✓ Civil action by a data subject for breaches of UK Data Protection legislation including compensation awarded for such breaches.

2) Defending you if an event arising from your farming business leads to:

- ✓ Civil action for wrongful arrest following an allegation of theft;
- ✓ Appeals against the imposition or terms of a Statutory Notice;
- ✓ Appeals against the refusal of the Information Commissioner to register your application.

3) Defending an employee if an event arising from your farming business leads to civil action for:

- ✓ Unlawful discrimination;
- ✓ Their role as trustee of your company's pension fund.

#### Protecting Your Property

- ✓ Pursuing or defending a legal nuisance or trespass to business premises or material property;
- ✓ Pursuing damage to business premises or material property;
- ✓ Recovering premises from an employee or former employee.

#### Tax Investigations and Disputes

Representing you in dealings with HMRC in:

- ✓ An investigation into your income tax or corporation tax return;
- ✓ A dispute over Employer's Compliance;
- ✓ A dispute over your VAT affairs.

#### Personal Injury

- ✓ Pursuing a sudden and specific event which causes death or bodily injury to an insured person or family members.

#### Jury Service and Witness Expenses

- ✓ Lost salary or wages for an insured person to perform jury service or attend court or tribunal as a witness for a claim under this insurance.



### What is not insured?

There is no cover for:

#### Employment Disputes

- ✗ Internal disciplinary or grievance procedures.
- ✗ Redundancies within the first 180 days of this policy (unless continuous equivalent cover is in place).

#### Employment Compensation Awards

- ✗ Claims relating to performance, conduct, breach of statutory duty or redundancy where you have not sought and followed our legal advice.
- ✗ Payments for redundancy or due under contract.

#### Breach of Restrictive Covenant

- ✗ Covenants which do not reasonably and fairly protect your business interests or which last longer than 12 months.

#### Defence of Legal Rights

- ✗ Cover for an insured person (other than you) unless requested by you.
- ✗ Fines, compensation, damages or penalties awarded against an insured person including any costs the insured person is ordered to pay by a criminal court.
- ✗ A claim relating to an insured person driving a motor vehicle.

#### Tax Investigations and Disputes

- ✗ All returns must be complete, correct and on time.
- ✗ Negligent misstatements or omissions.
- ✗ Investigations into criminal activity, fraud or dishonesty.

#### Personal Injury

- ✗ Illness or injury which develops gradually or is not caused by a sudden and specific event.

#### Jury Service and Witness Expenses

- ✗ Claims where an insured person cannot evidence the extent of their lost salary or wages.

#### Statutory Licence Appeal

- ✗ Applications for an original or renewal of a licence.
- ✗ Ownership, driving or use of a motor vehicle.

#### Arbitration and Agricultural Land Tribunals

- ✗ The first 10% of costs for each claim.
- ✗ Any dispute concerning a proposed succession of your tenancy. (This exclusion can be removed for an additional premium)

#### Contract Disputes

- ✗ Less than £500 in dispute.
- ✗ Sale, purchase, lease, tenancy or licence of land or buildings.
- ✗ Financial products
- ✗ Motor vehicles
- ✗ Computer hardware, software, systems or services supplied by you or custom-made to your specific requirements.
- ✗ An insured person's breach of professional duty
- ✗ Debt recovery where the other party has not contested liability



## What is insured?

### Statutory Licence Appeal

- ✓ Appealing a decision to suspend, cancel, alter or refuse to renew your licence to trade.

### Arbitration and Agricultural Land Tribunals

- ✓ Representing you in a dispute under a contract, tenancy or lease regulated by the Agricultural Holdings Act 1986 or Agricultural Tenancies Act 1995.

### Contract Disputes

- ✓ Pursuing or defending disputes under a contract for the purchase, sale, hire, hire purchase, lease or provision of goods or services.

### Commercial Legal and Tax Advice Helpline

- ✓ Confidential telephone advice on personal legal or tax matters under UK, Isle of Man or Channel Islands law.

### Counselling Helpline

- ✓ Confidential telephone counselling service for employees and their family.



## What is not insured?

There is no cover for:

### Commercial Legal and Tax Advice Helpline

- ✗ Helplines are available 24-hours a day but in some cases we may need to call you back.

### Counselling Helpline

- ✗ Any costs incurred in using onward referral services.

## Are there any restrictions on cover?

### There is no cover under this policy for:

- ! Any circumstances which you were aware of before the start date of this insurance; or
- ! Any costs incurred before we have accepted your claim or which we have not authorised in advance.

### For all claims under this policy:

- ! This is a claims-made policy, which means all claims must be reported to us while your policy is in force or within 14 days of its expiry.
- ! There must always be more than a 50% chance that any claim will have a successful outcome. We may consult with the TFA or their nominated legal representative but we retain the right to decide this.
- ! We will always select the legal representative to assist with your claim. If proceedings are issued or if there is conflict of interest, you may choose your own legal representative providing they agree to our standard terms of appointment, including charging rates. For Arbitration and Agricultural Land Tribunals, the insurer will not pay more than £120 per hour.

### For Arbitration and Agricultural Land Tribunals:

- ! We will select the most appropriate legal venue to settle the dispute, which may include arbitration, expert determination, mediation, agricultural land tribunal or litigation, as appropriate.
- ! In the case of mediation or expert determination, these must be the sole means of resolving the dispute
- ! For arbitrations relating to rent reviews under the Agricultural Holdings Act 1986 or the Agricultural Tenancies Act 1995, this insurance (or continuous, equivalent cover) must be in force prior to any rent review notice being served.
- ! For all agricultural land tribunal hearings in England and Wales relating to any tenancy disputes and for all arbitrations on matters relating to end-of-tenancy including, but not limited to, compensation claims, dilapidations claims, claims concerning tenant's fixtures or improvements, this insurance (or continuous, equivalent cover) must be in place for at least 12 months.
- ! You must be the agricultural tenant as defined by the relevant legislation;
- ! You must continue to be a member of the Tenant Farmers Association throughout the period of insurance;
- ! Negotiations must have taken place to settle the dispute prior to arbitration, expert determination, mediation or a tribunal hearing and all suggested settlements must have, in our opinion, been properly assessed.



## Where am I covered?

- ✓ **For Defence of Legal Rights (Pre-Charge & Criminal Prosecutions) and Personal Injury:** The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, 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.



## What are my obligations?

### You must:

- Notify the TFA as soon as a rent review or other notice is sent to you by your landlord;
- Notify Legal Protection Group of any other claim as soon as reasonably possible;
- Keep to the terms and conditions of the policy;
- Take reasonable precautions to minimise claims and unnecessary costs;
- Supply Legal Protection Group and your legal representative with honest and accurate information when asked to do so;
- Co-operate fully with Legal Protection Group and your legal representative.



## When and how do I pay?

Your broker will confirm the total amount payable, payment dates and any available payment options.



## When does the cover start and end?

Unless otherwise agreed, your cover will last for one year, starting from the date specified in your policy schedule.



## How do I cancel the contract?

You can cancel this policy by notifying the person who sold you this policy within 14 days of either the start date or the date you receive your policy documents, whichever is later. Providing no claims have been made during the current period of insurance, the premium will be refunded in full.

You can cancel at any other time by giving the person who sold you this policy 7 days' notice. Providing no claims have been made during the current period of insurance, you will receive a pro-rata refund for the remaining time on cover and the person who sold you this policy may apply additional charges.