Revised March 2011

Federation of Master Builders

Commercial Legal Protection Policy

Your FMB legal advice helpline: 0207 092 3891

Your DAS helpline to report claims or proposed redundancies/layoffs: 0117 934 0172

Quote policy number: TT8/5697484

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FMB legal advice helpline:	0207 092 3891
DAS helpline to report claims or proposed redundancies/layoffs:	0117 934 0172 Policy no: TT8/5697484
Counselling helpline:	0117 934 2121

DAS provides help over the phone for you, your family and your employees in cases of loss of loved ones, illnesses, alcohol abuse, and many other matters.

Complaints about the service provided by DAS:	0117 934 0066
DAS business assistance helpline:	0117 934 2111

Welcome to Commercial Legal Protection

Thank you for insuring with DAS Legal Expenses Insurance Company Limited. Through your membership of the FMB, your business is now protected by DAS, Europe's leading legal expenses insurer.

As a DAS Commercial Legal Protection policyholder make sure that you get the most from your DAS cover by taking time to read the policy which explains the contract between us. *Please take extra care in following the procedures under* ***Employment Compensation Awards cover (insured incident 2(b))****.*

If you have any questions or would like more information, please contact the Federation of Master Builders.

It will help if you keep the following points in mind:

How we can help
To make a claim under your policy please telephone us on 0117 934 0172 and we will provide you with a claim reference number. At this point we will not be able to confirm that you are covered but we will pass the information you have given us to our claims handling teams and explain what to do next.

If you would prefer to report your claim in writing please send it to the Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

Alternatively you can email your claim to us at newclaims@das.co.uk

Claims are usually handled by a representative appointed by us, but sometimes we deal with them ourselves. Claims outside the United Kingdom may be dealt with by other DAS offices elsewhere in Europe.

When we cannot help
Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Problems
We will always try to give you a quality service. If you think we have let you down, please write to our Customer Relations Department at our Head Office address shown below. Alternatively you can telephone us on 0117 934 0066 or email us at customerrelations@das.co.uk. Details of our internal complaint-handling procedures are available on request.

Our Head and Registered Office is:
DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Website: www.das.co.uk

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority.

This is your Commercial Legal Protection Policy

This policy and any endorsement shall be considered as one document.

Any information supplied by **the policyholder** shall be incorporated in the contract.

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business provided that the business is a member of the FMB and that the premium has been paid by the FMB.

We agree to provide the insurance in this policy as long as:

(a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and

(b) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and

(c) in civil claims (other than under **insured incident** - **1 Royal Institution of Chartered Surveyors Adjudication Service and Enforcement Cover 1(a)**) it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £100,000.

The meaning of words in this policy

1 **We, us, our**
DAS Legal Expenses Insurance Company Limited.

2 **The policyholder**
The member of the Federation of Master Builders.

3 **Insured person**
The policyholder and the directors, partners, managers and employees of **the policyholder**.

4 **Representative**
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 **Period of insurance**
The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.

6 **Full enquiry**
An extensive examination by HM Revenue & Customs which considers all aspects of **the policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

7 **(a) Aspect enquiry**
An examination by HM Revenue & Customs which considers one or more specific aspects of **the policyholder's** self assessment and/or corporation tax return.

(b) Tax intervention enquiry
An examination by HM Revenue & Customs to measure the level of compliance in **the policyholder's** financial accounting records to highlight areas where errors have or may occur.

8 **Date of occurrence**

(1) For civil cases (other than under **insured incident - 7 Tax Protection**), the **date of occurrence** is when the originating cause of action first accrued.

(2) The **date of occurrence** for claims under **insured incident 1 Royal Institution of Chartered Surveyors Adjudication Service and Enforcement Cover** is the date the complaint is formally referred to the Federation of Master Builders.

(3) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

(4) For licence or registration appeals, the **date of occurrence** is when **the policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **the policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

(5) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contacts **the policyholder** in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to **the policyholder**.

9 Costs and expenses

- **Legal costs**
  All reasonable and necessary costs chargeable by the **representative** on a standard basis.

  Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- **Adjudication fee**
  The amount of the Adjudicator's fee awarded against **the policyholder**.

- **Adjudicator's ancillary costs**
  Travel and ancillary costs reasonably incurred by the Adjudicator.

- **Accountant's costs**
  A reasonable amount in respect of all costs reasonably incurred by the **representative**.

- **Attendance expenses**
  The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

  The amount **we** will pay is based on the following:
  - the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
  - if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
  - if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

10 Territorial limit

- For **insured incidents 3 Legal Defence** (**excluding 3(4)**), and **6(b) Bodily Injury**
  The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, 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.

Insured incidents we will cover

1 ROYAL INSTITUTION OF CHARTERED SURVEYORS ADJUDICATION SERVICE AND ENFORCEMENT COVER

(a) Royal Institution of Chartered Surveyors' Adjudication Service
We will pay **the policyholder's adjudication fee** and the **Adjudicator's ancillary costs** in respect of the adjudication service provided by the Royal Institution of Chartered Surveyors and arranged by the Federation of Master Builders.

Provided that

(1) *The Federation of Master Builders own published Dispute Resolution Service has been followed to exhaustion and has not resolved the dispute.*

(2) ***We*** *will not pay more than £1,100 plus Value Added Tax.*

(3) ***We*** *will not pay more than £100 including VAT in respect of the* ***Adjudicator's ancillary costs****.*

(b) Enforcement Cover
In respect of a claim **we** have accepted under **1(a) we** will also pursue the enforcement of any adjudication made by the Royal Institution of Chartered Surveyors in favour of **the policyholder** and against their customer.

Provided that

We *have the right to select the method of enforcement, or forego enforcing judgment if* ***we*** *are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.*

2 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

We will defend **the policyholder's** legal rights:

(1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or

(2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or

(3) in legal proceedings in respect of any dispute with

(a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**; or

(b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

(1) Any claim in respect of damages for personal injury or loss of or damage to property.

(2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005.

(b) Compensation Awards

We will pay:

(1) any basic and compensatory award; and/or

(2) an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation

in respect of a claim **we** have accepted under **insured incident 2(a)**.

Provided that

(1) *In cases relating to performance and/or conduct,* ***the policyholder*** *has throughout the employment dispute either:*

(a) *followed the ACAS Code of Disciplinary and Grievance Procedures as prepared by the Advisory Conciliation and Arbitration Service; or*

(b) *followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or*

(c) *sought and followed advice from the Federation of Master Builders' legal advice helpline on 0207 092 3891.*

(2) *For an order of compensation following* ***the policyholder's*** *breach of statutory duty under employment legislation* ***the policyholder*** *has at all times sought and followed advice from the Federation of Master Builders' legal advice helpline on 0207 092 3891 since the date when* ***the policyholder*** *should have known about the employment dispute.*

(3) *For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy,* ***the policyholder*** *has sought and followed advice from* ***our*** *Claims Department on 0117 934 0172 prior to serving notice of redundancy.*

(4) *The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by* ***us****.*

(5) *The total of the compensation awards payable by* ***us*** *shall not exceed £1,000,000 in any one* ***period of insurance****.*

What is not covered

(1) Any compensation award relating to the following:

- trade union activities, trade union membership or non-membership;
- pregnancy or maternity rights;
- health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
- statutory rights in relation to trustees of occupational pension schemes;
- statutory rights in relation to Sunday shop and betting work.

(2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.

(3) Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.

(4) Any compensation award or increase in compensation award ordered by the tribunal for the failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

(c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

3 LEGAL DEFENCE

At **the policyholder's** request

(1) **We** will defend the **insured person's** legal rights:

(a) prior to the issue of legal proceedings when dealing with the

- Police
- Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged that the **insured person** has or may have committed a criminal offence; or

(b) following an event which leads to the **insured person** being prosecuted in a court or criminal jurisdiction; or

(c) if civil action is taken against the **insured person** for compensation under section 13 of the Data Protection Act 1998. **We** will also pay any compensation award made against the **insured person** under section 13 of the Data Protection Act 1998.

(2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

(3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:

(a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or

(b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.

(4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.

(5) **We** will represent **the policyholder** in appealing against the refusal of the Information Commissioner to register **the policyholder's** application for registration.

(6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

(1) *In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the* ***territorial limit*** *shall be any place where the Act applies.*

(2) *At the time of the* ***insured incident****,* ***the policyholder*** *has registered with the Information Commissioner in respect of* ***insured incident (1)(c)****.*

What is not covered

(1) Parking or obstruction offences.

(2) The driving of a motor vehicle by an **insured person** for which the **insured person** does not have valid motor insurance.

4 STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **the policyholder's** licence, mandatory registration or British Standard Certificate of Registration.

What is not covered

(1) An original application or application for renewal of a statutory licence, mandatory registration or British Standard Certificate of Registration.

(2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

5 DEBT RECOVERY

We will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that

(1) *The debt exceeds £250.*

(2) *A claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.*

(3) ***We*** *have the right to select the method of enforcement, or forego enforcing judgment if* ***we*** *are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.*

What is not covered

(1) Any claim relating to the following:

- the settlement payable under an insurance policy;
- a lease, licence or tenancy of land or buildings;
- a loan, mortgage, pension or any other financial product and choses in action;
- a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(2) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

(3) The recovery of money and interest due from another party where the other party intimates that a defence exists.

6 PROPERTY PROTECTION AND BODILY INJURY

(a) Property Protection

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

(1) any event which causes physical damage to such material property; or

(2) any nuisance or trespass.

What is not covered

Any claim relating to the following:

(1) a contract entered into by **the policyholder**;

(2) goods in transit or goods lent or hired out;

(3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;

(4) mining subsidence;

(5) defending **the policyholder's** legal rights other than in defending a counter-claim;

(6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(b) Bodily Injury

At **the policyholder's** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

(1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or

(2) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or

(3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

7 TAX PROTECTION

(a) Full or Aspect Enquiries
We will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

(b) Tax Intervention Enquiries
We will negotiate on behalf of **the policyholder** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

(c) Employers' Compliance
We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(d) VAT Disputes
We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by HM Revenue & Customs in respect of Value Added Tax due.

Provided that

(1) *For all **insured incidents**, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.*

(2) ***We*** *will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.*

What is not covered

(1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.

(2) Any **insured incident** arising from a tax avoidance scheme.

(3) Any **insured incident** caused by the failure of **the policyholder** to register for Value Added Tax.

(4) Any **insured incident** arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.

(5) Any **insured incident** arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

What is not covered by this policy

1 Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the **insured incident**.

2 **Costs and expenses** incurred before the written acceptance of a claim by **us**.

3 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under **insured incident 2(b) Compensation Awards** and **3 Legal Defence**.

4 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

5 Any **insured incident** deliberately or intentionally caused by an **insured person**.

6 A dispute with **us** not otherwise dealt with under Condition 7.

7 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.

8 Judicial review.

9 Any claim caused by, contributed to by or arising from:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

10 Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.

11 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

12 Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

13 Apart from **us**, the **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third-party rights or interests.

Conditions which apply to the whole policy

1 An **insured person** must:

(a) keep to the terms and conditions of this policy;

(b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;

(c) take reasonable steps to keep any amount **we** have to pay as low as possible;

(d) try to prevent anything happening that may cause a claim;

(e) send everything **we** ask for, in writing;

(f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.

2 **(a)** **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time. **We** can negotiate any claim on behalf of an **insured person**.

(b) **We** will choose the **representative** to represent an **insured person** in any proceedings where **we** are liable to pay a compensation award. In any other case an **insured person** can choose a **representative** (by sending **us** the suitably qualified person's name and address) if:

(i) **we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings; or

(ii) there is a conflict of interest.

(c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.

(d) Any **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment (which may include a 'no win, no fee' agreement). The **representative** must co-operate fully with **us** at all times.

(e) **We** will have direct contact with the **representative**.

(f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **representative** any instructions that **we** require.

3 **(a)** An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** a reasonable amount subject to the maximum sum recoverable at law in settlement of damages that the **insured person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.

4 **(a)** If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

5 If a **representative** refuses to continue acting for the **insured person** with good reason or if the **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

8 **We** may at **our** discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.

9 **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 14 days beforehand. **The policyholder** can cancel this policy at any time as long as **we** are told at least 14 days beforehand.

10 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

11 This policy will be governed by English law.

12 All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

Chief Executive Officer

Helpline services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** record all calls.

BUSINESS ASSISTANCE
In the event of an unforeseen emergency affecting **the policyholder's** business premises which causes damage or potential danger, **we** will contact a suitable repairer or contractor and arrange assistance on behalf of **the policyholder**. All costs of assistance provided are the responsibility of **the policyholder**.

To contact the business assistance helpline, phone us on 0117 934 2111 quoting policy number TT8/5697484.

COUNSELLING
We will provide all employees (including any members of their immediate family who permanently live with them) of **the policyholder** with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0117 934 2121. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.

EMPLOYMENT MANUAL
The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit **our** website at www.das.co.uk. From the Home Page click on the Employment Manual icon. All the sections of this web-based document can be printed off for your own use. Contact **us** at employmentmanual@das.co.uk with your email address, quoting your policy number and **we** will contact you by email to inform you of future updates to the information.

DASBUSINESSLAW
The DASbusinesslaw service provides a wide range of letters, articles and reference information, as well as interactive document builders, designed to help you run your business.

This service also provides useful tools and information on matters such as new legislation, employment issues, property law and taxation, all regularly updated by legal experts.

To access DASbusinesslaw, you will need to visit www.dasbusinesslaw.co.uk and register using password DAS472301 and Policy Number TT8/5697484. When prompted to input your company name, please insert the prefix FMB followed by the name of your business.

If you experience any problems accessing the service, please email the problem to businesslaw@das.co.uk, quoting the above policy number.

Agent's address

FMB CLP4/DAS 6106/April 2011