

# Legal Representation and Employment Disputes

## What is covered

### a Public relations management

**We** will pay **your** costs resulting from the use, with **our** prior agreement, of the **public relations response service** following a **crisis** first occurring and reported to **us** during the period of insurance shown in the policy schedule.

In addition **we** will pay any other related costs agreed with **us**.

#### How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for costs resulting from the use of the **public relations response service** is £25,000. This amount is not in addition to the **limit**.

### b Identity fraud

**We** will pay **your costs and expenses** in establishing that **identity fraud** has occurred following the attempted enforcement within the **United Kingdom** of an agreement in connection with **your business** by a third party and which is first discovered and reported to **us** during the period of insurance shown in the policy schedule.

#### How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** incurred is £25,000. This amount is not in addition to the **limit**.

### c Investigations

**We** will pay **your costs and expenses** arising from

- an **investigation** which is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule
- **you** or **your** representative's attendance at any investigation in respect of:
  - employment discrimination
  - health and safetywhich is first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

#### How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** is the **limit**.

### d Corporate manslaughter

**We** will pay **your costs and expenses** arising from proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 (or any legislation amending or re-enacting the Act) which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

#### How much we will pay

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** is the **limit**.

**e Environmental proceedings**

**We** will pay **you** for **costs and expenses** arising from **environmental proceedings** which are first ordered or commissioned and reported to **us** during the period of insurance shown in the policy schedule.

**How much we will pay**

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** is the **limit**.

**h Data protection**

**We** will pay **your costs and expenses** in defending a claim (and in an **appeal**) first made against **you** and reported to **us** during the period of insurance shown in the policy schedule for a breach or alleged breach of the Data Protection Act 1998 (or any legislation amending or re-enacting the Act) in connection with **your business**.

**How much we will pay**

The most **we** will pay in the period of insurance shown in the policy schedule for **costs and expenses** incurred is £50,000. This amount is not in addition to the **limit**.

**i Employment disputes**

**We** will pay **your** legal liability for damages and costs awarded against **you** arising from any claim first made against **you** and reported to **us** during the period of insurance shown in the policy schedule which arises from any actual or alleged

- act or omission resulting in a dispute concerning the employment of an **employee** or any prospective **employee**, and/or
- action taken against an **employee** on account of the **employee** exercising or attempting to exercise his or her rights under law

committed or allegedly committed by **you**.

In addition **we** will pay **your costs and expenses** resulting from the claim.

**We** will not pay the **excess**. This must be paid by **you**.

**How much we will pay**

The most **we** will pay in the period of insurance shown in the policy schedule for

- all claims in total, plus
- all **costs and expenses** in total

is the **limit**.

**j Discovery period**

If **we** refuse to renew this section of cover for reasons other than

- non-payment of premium, or
- failure to comply with or observe the terms, provisions and conditions of this policy,

or if **you** decline to accept **our** renewal terms, then **you** shall automatically be entitled to a 30 day **discovery period**.

The **discovery period** shall only apply to

- a **crisis** occurring, or

- **identity fraud** committed, or
- an **investigation** or **environmental proceedings** instigated, ordered or commissioned, or
- a breach or alleged breach of the Data Protection Act 1998, or any legislation amending or re-enacting the Act, occurring, or
- a dispute with an **employee** (or prospective **employee**) or an action taken against an **employee** committed or allegedly committed, or

during the period of insurance shown in the policy schedule.

**You** shall not be entitled to any **discovery period** if other insurance has been bought with the intention of providing equivalent cover for any part of the **discovery period**.

## What is not covered (exclusions)

### 1 Fines and penalties

**We** will not pay a claim for any fine or penalty.

### 2 Radioactive contaminations and sonic bangs etc

**We** will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
- pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds

and in Northern Ireland and the Republic of Ireland only

- riot, civil commotion, strikers, labour or political disturbances, vandals or malicious persons.

### 3 War risks and terrorism

**We** will not pay a claim for a loss that is otherwise covered under this policy if the loss is caused by or arises from

- **war** and/or **terrorism**
- any action taken in controlling, preventing or suppressing **war** and/or **terrorism**
- any unlawful or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any **unlawful association**

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

- contamination due to **terrorism**

If **we** allege that, because of this exclusion, any loss is not covered by this policy the burden of proving otherwise will be upon **you**.

If any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### 4 Mould

**We** will not pay a claim if the loss is caused by or arises from **mould** or a **mould event**.

## 5 Other insurance

**We** will not pay for a loss where **you** have a right to payment under any other insurance.

However, if **you** have a right to payment under any other insurance we will contribute in excess of the payment provided by that insurance. If the other insurance is also provided by **us** then the amount that **we** will pay under this insurance will be reduced by the amount that **we** pay under the other insurance.

## 6 Legal action

**We** will not pay for a loss

- where the claim is brought in a court of law outside the jurisdiction of the **applicable courts**, and/or
- where action for damages is brought in a court within that jurisdiction to enforce a foreign judgment.

## 7 Dishonest or fraudulent conduct

**We** will not pay a claim if **you** admit to dishonest, fraudulent or malicious conduct or if this is established in a judgment or final ruling.

## 8 Circumstances known at inception

If **you** knew or ought to have known of any circumstances that existed prior to the date that this section of cover became operative then **we** will not pay **costs and expenses** for costs resulting from the use of the **public relations response service** or a claim for any legal liability that arises from such circumstances.

## 9 Takeover, merger or liquidation

**We** will not

- pay **your costs and expenses** or costs resulting from the use of the **public relations response service** arising from
  - any **crisis** occurring
  - any **identity fraud** discovered
  - any **investigation** or **environmental proceedings** ordered or commissioned
  - proceedings brought under the Corporate Manslaughter and Corporate Homicide Act 2007 that are ordered or commissioned
  - any claim made against **you**
  - an **appeal** made
- cover **you** for any
  - dispute with an **employee** (or prospective **employee**) or an action taken against an **employee**, or
  - **employment investigation** instigated

after

- **your** takeover or merger by or with any person or entity, or
- the appointment of a liquidator, trustee, receiver or other similar officer.

## 10 Disputes between insureds

**We** will not pay

- **you** for any **costs and expenses** or costs resulting from the use of the **public relations response service** arising from any dispute between **insureds** in the same partnership, trust or committee
- under subsection of cover i (employment disputes) for a loss in respect of any claim arising from a dispute concerning the dissolution of any partnership agreement between two or more **insureds**.

## 11 Known acts

**We** will not pay **you** for any **costs and expenses** or costs resulting from the use of the **public relations response service** that arises from something **you** did knowing it to be wrongful or ignoring that possibility.

## 12 Deliberate acts

**We** will not pay for a loss in respect of any claim or **employment investigation** under subsection of cover i (employment disputes) that results from **your** wilful, reckless or intentional disregard of any employment legislation. However, **we** will not impute the wilful, reckless or intentional disregard of one **insured** to another **insured**.

## 13 Voluntary assumption of liability

**We** will not pay for a loss in respect of any claim or **employment investigation** under subsection of cover i (employment disputes) arising from **your** voluntary assumption of liability for any act or omission of whatever nature of any other person.

## 14 Injury

**We** will not pay for a loss in respect of any claim under subsection of cover i (employment disputes) for **injury** sustained by anyone (other than emotional distress arising from any libel, slander, defamation).

## 15 Failure to adapt premises or working methods

**We** will not pay for a loss in respect of any claim under subsection of cover i (employment disputes) arising from **your** obligation to adjust or adapt any premises or working methods to meet the needs of a person with a disability. However, **we** will pay **your costs and expenses** in defending a claim.

## 16 Remuneration, redundancy and benefits

**We** will not pay a loss for any amount under subsection of cover i (employment disputes) that **you** are obliged to pay any **employee** in accordance with

- any law governing health and safety, worker's compensation, unemployment insurance, social security, disability benefits, redundancy, remuneration or any similar law, including any regulations created under those laws.
- the **employee's** contract of employment with **you**
- any **benefit scheme** or the failure to contribute to, fund, reimburse or make payment in connection with a **benefit scheme**.

## 17 Non-pecuniary relief

**We** will not pay a loss for any amount under subsection of cover i (employment disputes) that arises from the cost of compliance with any order for, grant of or agreement to provide injunctive or non-pecuniary relief. However, **we** will pay **your costs and expenses**.

## Conditions that apply to this section of cover

The following conditions apply only in respect of subsection of cover i (employment disputes). If **you** breach any of these condition this may result in **your** claim not being covered or a reduction in the amount payable.

### 1 Severability

Nothing in the **proposal** or otherwise known or done by any **insured** shall be attributed to any other person in determining any right or obligation of the **insured** under this section of cover.

In no case shall an **insured** be prevented from pursuing any point in his or her defence only because it is obstructive or harmful to the interests of any other **insured**.

### 2 TUPE

It is a condition that **you** will consult and follow the advice of the **Markel employer helpline** in any matter to which the terms of the

- Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE), or
- any legislation amending or re-enacting the above apply.

### 3 Subsidiary companies

It is a condition that,

- if **you** acquire or create a **subsidiary company** after the date that this section of cover came into force, and
- if **your** total number of **employees** increases by more than 10% compared with the number of **employees** at the beginning of the period of insurance shown in the policy schedule as a result of that acquisition or creation

**you** will

- notify **us** in writing within 30 days of its acquisition or creation, and
- give **us** any additional information **we** may require, and
- agree to any terms and/or additional premium **we** may require.

## Words with special meanings (definitions)

The following words or phrases have the same meaning wherever they are highlighted in bold in this section of cover. Plural forms of the words defined in this policy have the same meaning when used in the singular form.

### Appeal means

- an appeal against the refusal of **your** application for registration by the Data Protection Commissioner
- an appeal against the refusal of an application for the alteration of registered particulars by the Data Protection Commissioner

- an appeal against an enforcement notice
- an appeal against a de-registration notice
- an appeal against a transfer prohibition notice.

**Benefit scheme** means any

- superannuation or pension scheme, programme or plan
- profit sharing, share option or share purchase scheme
- health and welfare or other **employee** benefit plan or trust

established or conducted for the benefit of any **employee** and their families and dependants

**Crisis** means

- allegations of fraud or corruption
- serious injury to **employees** or members of the public
- dismissal or resignation of members of **your** main board of directors
- investigation by any official body or institution that is empowered to investigate **your** affairs

where in **our** opinion there is a risk to **your business** as a consequence of adverse press, publicity or media attention within the **United Kingdom**.

**Director or officer** means any natural person who was or is or who may be in the future

- a director or officer of **yours**, or
- an **employee**, or
- a shadow director as defined under **United Kingdom** law.

**Employee** means any person (other than an independent agent, consultant, sub-contractor or professional advisor) who was, is or may become

- under a contract of service or apprenticeship with **you**, or
- under a work experience or similar scheme, or
- supplied to or hired in or borrowed by **you**

and who are working for and under **your** direct control in connection with **your business** (or anyone held to be an **employee** of **yours** by an Employment Tribunal or the Employment Appeals Tribunal).

**Environmental proceedings** means any

- prosecution
- official investigation
- examination
- inquiry, or
- other proceedings

by any official body or institution that has the authority or power to investigate **your** affairs arising from **pollution** or alleged **pollution**.

**Excess** means the first amount of any claim for which **you** are responsible. That amount is:

- in respect of any claim that arises from

- Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
  - any legislation amending or re-enacting the above
- £10,000.
- in respect of any other claim, the amount shown in the policy schedule for this section of cover.

**Identity fraud** means an agreement with a third party entered into by anyone other than a **director or officer** who fraudulently represents themselves as **you**.

**Injury** means bodily injury, mental injury, emotional distress, shock, sickness, disease or death.

**Insured/you/your/yours** means the person named as the policyholder in the policy schedule and any **subsidiary company** and, in respect of subsection of cover i (employment disputes)

- any person who was, is, or during the period of insurance shown in the policy schedule becomes a director, trustee, partner, governor, council member or officer of **yours**.
- any **employee** of **yours**.
- the lawful husband, wife or civil partner of any of the above, only because of their relationship, following a claim against the above.
- the estates, heirs or legal representatives of any of the above who has died or become incapacitated, insolvent or bankrupt but only in relation to a claim against the above.

**Investigation** means any official investigation, examination, inquiry or other proceedings instigated against **you** by any official body or institution, other than HM Revenue & Customs, that is empowered to investigate **your** affairs within the **United Kingdom**.

**Limit** means the maximum amount **we** will pay. The amount in respect of this section of cover is shown in the policy schedule.

**Market employer helpline** means employer helpline specialist services provided by **us** or on **our** behalf.

**Public relations response service** means public relations specialist services that **we** provide.

**Subsidiary company** means any company where the person named as the policyholder in the policy schedule

- owns more than 50% of the share capital
- has a majority of the voting rights
- has the right to appoint or remove a majority of the company's board of directors
- controls a majority of the voting rights of the company under a written agreement with other shareholders or members.

If a company ceases to be a subsidiary, cover will continue but only for

- a **crisis** occurring, or
- **identity fraud** committed, or
- an **investigation** or **environmental proceedings** instigated, ordered or commissioned, or
- corporate manslaughter proceedings brought, or



- a breach or alleged breach of the data protection Act 1998, or any legislation amending or re-enacting the Act, occurring, or before it stopped being a subsidiary.

### **Markel employer helpline**

This is available to all policyholders who have purchased this section of cover, and provides access to a dedicated team of specialist employment law solicitors. This assistance could help prevent a claim under this section of your policy, and is available in relation to a wide range of employment law disputes, such as:

- disciplinary and grievance procedures
- recruitment and dismissals
- unlawful discrimination, including disputes concerning equality of terms
- redundancy
- TUPE (the employer helpline must be used whenever TUPE issues occur).

### **How to access the Markel employer helpline**

**Telephone:** 0845 230 0110

(available Monday – Friday, 9.00am – 5.30pm)

Email: [markelhelpline@lhs-solicitors.com](mailto:markelhelpline@lhs-solicitors.com)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.

### **Public relations response service**

This is available to all policyholders who have purchased this section of cover, and provides access to the specialist public relations organisation, The Counsel House, to help manage certain situations such as

- allegations of fraud
- serious injury to employees or members of the public
- dismissal or resignations of members of your board of directors
- official investigations into your affairs as it is likely that this could attract unwanted media attention.

### **How to access the public relations response service**

**Telephone:** 0345 355 2226

(24 hours, all year round)

Email: [info@thecounselhouse.com](mailto:info@thecounselhouse.com)

Information required:

- policyholder name
- policy number
- contact details
- brief details as to the nature of the problem or the advice being sought.