



Making payroll & HR easy

# LEGAL EXPENSES INSURANCE

**moorepay**  
A Zellis Company

Moorepay Ltd whose Registered Office address is Peoplebuilding 2, Peoplebuilding Estate, Maylands Avenue, Hemel Hempstead, Herts HP2 4NW (Tel. 0844 391 1921) is authorised to conduct general insurance and reinsurance business under the Financial Services & Markets Act 2000 and is authorised and regulated by the Financial Conduct Authority. Our registration details can be verified on the FCA Website [www.fca.org.uk](http://www.fca.org.uk) or by calling the FCA direct on 0845 606 1234.

### Our Service

We act on your behalf in arranging your legal expenses insurance and we only place insurance business with Brit Syndicate 2987 although we are not contractually obliged to deal only with Brit Syndicate 2987. Moorepay Ltd is authorised and regulated by the Financial Conduct Authority for the provision of insurance services.

### Customer Payments

We accept payment by cheque, or direct debit or BACS. Payments made to us by a Customer are held in a separate bank account, which is subject to the protection of a non-statutory trust.

### Policy Terms & Conditions

The legal expenses insurance that is being arranged on your behalf with Brit Syndicate 2987 is subject to separate insurance policy terms, conditions, exclusions and advice provisions as referenced in our Agreement and further fully set out in the Insurer's policy document that has been provided to you.

### Customer Duty to Give Information

It is your responsibility to provide complete, accurate information to Moorepay's insurers and advisors at all times. Whilst this is particularly important before taking out a policy and at renewal, it applies throughout the life of a policy. It is important that you ensure that all statements you make on proposal forms, claim forms and other documents are full and accurate. Please note that if you fail to disclose any material information to your insurers this could invalidate your insurance cover, which could ultimately mean that part of, or the entire claim may not be paid.

### Right to Withdraw

You will have 14 days to withdraw from the Legal Expenses Insurance element after the contract is concluded or from when you receive the disclosure paperwork, whichever is the latest. Insurers reserve the right to make an administration charge for any cover enjoyed.

### Confidentiality

We may use information we hold about you to provide details to you about other products and services we offer, which we feel may be appropriate to you. Since insurance services are provided to Moorepay Ltd by a third party then circumstances may arise which warrant the disclosure of more than just your basic contact details. On these occasions such as processing business, and obtaining compliance and regulatory advice you agree that personal information held by Moorepay Ltd may be disclosed on a confidential basis, and in accordance with the Data Protection Act 2018, to such third parties. You agree that this information may be transferred electronically, e.g. by email. You also agree that we, or any such third party, may contact you in future by any means of communication which we consider appropriate at the time.

### Shareholdings

Moorepay Ltd does not hold any shares in Brit Syndicate 2987.

## Policy Summary

This summary does not describe all the terms and conditions of the Legal Expenses Insurance therefore please take time to read the full details of the benefits and limitations of the insurance and familiarise yourself with requirements and exclusions within the policy document.

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Cover will only provide for claims or legal proceedings brought within the courts of the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

This policy meets the needs of organisations employing one or more member of staff within the jurisdictions above who require advisory services and legal expenses insurance cover outlined in the Significant Features and Benefits section below.

The insurance will only respond to claims which are notified to Moorepay Ltd during the period of insurance as stated in the policy schedule which is issued to you.

Cover applies only in respect of your business activity as stated in the policy schedule.

The insurer is Brit Syndicate 2987 at Lloyd's and the insurance is arranged for you through Moorepay Ltd. Moorepay Ltd is an Appointed Representative Moorepay Compliance Ltd which has the authority from the insurer to provide you with the Legal Expenses Insurance policy and act and make decisions on behalf of the insurer.

Brit Syndicate 2987 at Lloyd's and Moorepay Ltd are authorised and regulated by the Financial Conduct Authority.

## Significant Features and Benefits

**Advice Service** – It is a condition of the policy that you utilise the Moorepay Ltd Advice Service for Employment Disputes and Health & Safety Issues which may lead to claims under the Insuring Clauses in the policy. For compliance purposes advice is available 24hrs per day, 365 days per year.

Legal Expenses Insurance will provide cover in respect of the following “Insuring Clauses”:

- Legal expenses of early conciliation.
- Employment Disputes – Legal expenses and awards of compensation incurred in respect of the defence of any claim or legal proceeding following a dispute with an employee, ex-employee or prospective employee arising out of an offer of employment or the contract of employment.
- Health & Safety - Legal expenses incurred in defending criminal proceedings or an appeal against the service of an Improvement or Prohibition Notice under the Health & Safety at Work Act 1974 or the Food Safety Act 1990.

## Significant Exclusions or Limitations

The following are the main Exclusions and Limitations of the policy:

- Employment Disputes - any claim where you have not obtained and followed the advice of Moorepay Ltd with due diligence prior to, or becoming aware of :
  1. The carrying out of any disciplinary procedure against an employee;
  2. The dismissal of an employee;
  3. Instituting an individual redundancy or redundancy programme;
  4. Any complaint of unlawful discrimination;
  5. Altering significantly the terms and conditions of an employee (other than increasing their wages or salary) or refusing to alter the terms and conditions of employment when requested by an employee to do so;
  6. Any cause, event or circumstances that may be deemed to amount to constructive dismissal.
- Any award made in respect of monies due under the contract of employment, e.g. wages, redundancy pay, holiday pay, bonuses.
- Any award in relation to monies due under any pension scheme or arrangement.
- Health & Safety - any claim in respect of the ownership possession or use of an insured vehicle.
- Criminal Prosecution - any claim in respect of:-
  1. Investigations by HM Revenue & Customs
  2. Money laundering offences
  3. Assault, violence or dishonesty

The following main Exclusions of the policy apply to all Insuring Clauses stated above:

- Legal expenses and or professional expenses incurred before the Claims Manager's consent has been granted to you in writing.
- Any claim in connection with or arising from any cause, event or circumstance occurring prior to or existing at the inception of the policy and which you knew or ought reasonably to have known might give rise to a claim or legal proceedings.

## Limits

The standard limits are £100,000 for any one claim and £1,000,000 for all claims notified during the period of insurance. The limits applicable to you are as stated in the policy schedule.

## The duration of the insurance policy

The policy is an annually renewable policy and will automatically renew on the anniversary of the commencement date detailed in your Customer Agreement.

## How to make a claim

Moorepay Ltd are authorised to act as the insurer's Claims Administrator. Notification of any claim must be made by you immediately you are aware of any cause, event or circumstances which has given or may give rise to a claim or legal proceedings involving you to Moorepay Ltd at the following address:-

Address:	Moorepay Ltd, Lowry Millk, Lees Street Swinton, Pendlebury, Manchester, M27 6DB
Telephone:	0844 391 1921
Email:	<a href="mailto:etclaims@moorepay.co.uk">etclaims@moorepay.co.uk</a>

## Financial Services Compensation Scheme

We are covered by the FSCS. You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance, size of the business and circumstances of the claim. Further information about the scheme arrangements is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) ([www.fca.org.uk](http://www.fca.org.uk) or telephone 020 7892 7300).

## If you have a complaint

The insurer is committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to:

Contact:	The Claims and Service Manager
Address:	Lowry Mill, Lees St, Swinton, Pendlebury, Manchester M27 6DB
Telephone:	0844 391 1921
Email:	<a href="mailto:etclaims@moorepay.co.uk">etclaims@moorepay.co.uk</a>

If the complaint is not resolved to your satisfaction, then the matter may be referred to:

Contact;	Policyholder and Market Assistance
Address:	Lloyd's Market Services, One Lime Street London, EC3M 7HA
Telephone:	020 7327 5693
Facsimile:	020 7327 5225
Email:	<a href="mailto:complaints@lloyds.com">complaints@lloyds.com</a>

Copies of the complaints procedures are also available from this address.

If a complaint remains unresolved, you may request that the Financial Ombudsman Service review the case provided that the complaint falls within its jurisdiction.

Address:	Financial Ombudsman Service, South Quay Plaza 183 Marsh Wall, London, E14 9SR
Telephone:	0845 080 1800
Website:	<a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a>

The Financial Ombudsman's Service decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.



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## WHAT NEXT?

To find out how Moorepayhr can support your business, call us on **0845 184 4615** or visit **[www.moorepay.co.uk](http://www.moorepay.co.uk)**

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