






# Essential Business Legal

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:

-  Legal and tax advice helpline
-  Business legal services website
-  Claims procedure.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

**Obtain a claim form**  
To ask for a claim form call us on **0117 917 1698** between 9am and 5pm weekdays (except bank holidays) or go online [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

**Telephone helplines**  
24/7 legal advice on business matters within EU law  
**0344 571 7978**  
Redundancy approval 9am to 5pm weekdays (except bank holidays) **0117 917 1698**  
UK tax advice 9am to 5pm weekdays (except bank holidays) **0344 571 7978**

**Crisis communication 0344 571 7964**

**Confidential counselling 0333 000 2082**

**Business Legal Service**  
Register today at:  
[www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown in your policy schedule to access the law guide and download legal documents to help with commercial legal matters.

## Main benefits of Essential Business Legal

Cover empowers you to protect your legal rights in the future. With support from ARAG you could be protected from legal costs arising from:

- employment disputes (including TUPE) & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- employees' extra protection & identity theft
- crisis communication
- contract & debt recovery

## Who is ARAG?

ARAG's UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.5 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with guidance, advice and security, both now and in the future. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



## Important information

### Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

### Legal and tax advice 0344 571 7978

If you have a legal or tax problem relating to your business, we recommend you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within EU law or tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Redundancy approval 0117 917 1698

We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

### Crisis communication 0344 571 7964

If you are concerned about an event that may result in negative publicity which could affect your business, you can access professional public relations support from our Crisis Communication experts. Where possible, initial advice for you to act upon will be provided over the phone, but if your circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to you paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Insured event 11 when you use this helpline.

### Counselling assistance 0333 000 2082

For an employee (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing your employee upset or anxiety from personal problems to bereavement.

### Claims procedure

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or you can request one by telephoning us on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays)

3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
  - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
  - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

### What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk).

### Essential Business Legal

This policy is evidence of the contract between you and the insurer. The policy and schedule shall be read together as one document. Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

### Your policy cover

Following an Insured event the insurer will pay **legal costs & expenses** including the cost of appeals (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity and aggregate limit specified in the schedule which attaches to this policy for all claims related by time or originating subject to all the following requirements being met.

1. **You** have paid the insurance premium.
2. The **insured** keeps to the terms of this policy and cooperates fully with **us**.
3. The insured event arises in connection with the business shown in the schedule and occurs within the **territorial limit**.
4. The claim
  - a) always has **reasonable prospects of success**
  - b) is reported to **us**
    - i) during the **period of insurance**
    - ii) as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - a) to be heard by the **small claims court** or an Employment Tribunal and/or
  - b) before proceedings have been or need to be issued.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory, Conciliation and Arbitration Service or a relevant regulatory or licensing body within the territorial limit.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## Insured **events covered**

### A – Legal Expenses

#### 1 Employment

A dispute between **you** and **your employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their

- a) contract of service with **you** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

#### What is not covered under Insured event 1

Any claim relating to:

1. the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where **you** have had equivalent cover in force up until the start of this policy
3. **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal.
4. a pension scheme where actions are brought by 10 or more **employees** or ex-**employees**.

#### 2 Employment compensation awards

Following a claim **we** have accepted under Insured event 1 Employment, the **insurer** will pay any

- a) basic and compensatory award
- b) Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Tribunal Fees Order 2013

awarded against **you** by a tribunal or

- c) an amount agreed by **us** in settlement of a dispute.

Provided that compensation is:

- i) agreed through mediation or conciliation or under a settlement approved by **us** in advance or
- ii) awarded by a tribunal judgement after full argument unless given by default.

#### What is not covered under Insured Event 2

Compensation awards and settlements relating to:

1. money due to an employee under a contract or statutory provision relating thereto
2. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters
3. concerning a European Works Council civil claims or statutory rights relating to trustees of occupational pension schemes.

#### 3 Employment restrictive covenants

- a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages. Provided that the restrictive covenant

- i) is designed to protect **your** legitimate business interests and
- ii) is evidenced in writing and signed by **your employee** or ex-**employee** and
- iii) extends no further than is reasonably necessary to protect the business interests and
- iv) does not contain restrictions in excess of 12 months.

- b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

#### 4 Tax protection

- a) A formally notified enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners.
- b) A dispute about **your** compliance with regulations relating to:
  - i) Value Added Tax, or
  - ii) Pay As You Earn, or
  - iii) Social Security, or
  - iv) National Insurance Contributions, or
  - v) the Construction Industry Scheme, or
  - vi) IR35following a compliance check by HM Revenue & Customs.
- c) An enquiry into **your** tax affairs, or into the personal tax affairs of **your** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- i) all returns are completed and have been submitted within the statutory timescales permitted: and
- ii) **you** keep proper records in accordance with statutory requirements; and
- iii) in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

#### What is not covered under Insured event 4

Any claim relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements
2. an investigation by the Fraud Investigation Service of HM Revenue & Customs
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. **your** failure to register for VAT.

#### 5 Property

A dispute relating to material property which **you** own or is **your** responsibility:

- a) following an event which causes physical damage to **your** material property
- b) following a public or private nuisance or trespass
- c) which **you** wish to recover or repossess from an **employee** or ex-**employee**.
- d) with **your** business tenant that arises from a written lease agreement granted under the Landlord & Tenant Act 1954.

#### What is not covered under Insured event 5

Any claim relating to:

1. a contract between **you** and a third party except for a claim under 5 c) and 5 d) above provided that in respect of 5 d) **you** will not be insured for
  - a) negotiating a rent review or any dispute that arises from a disagreement with **your** tenant over the revision of rent and service charges that shall be payable.
  - b) renewal of **your** lease agreement or the granting of a new tenancy other than where
    - i. **you** have a reasonable prospect of successfully opposing **your** tenant's right to a new or renewal tenancy under Section 30(1) of the Landlord and Tenant Act ; and
    - ii. **you** can demonstrate that **you** have served the correct legal notice to terminate on the tenant in the prescribed form before **your** tenant has served **you** with a request for a new tenancy.
2. goods in transit or goods lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

<p><b>6 Legal defence</b></p> <p>a) A criminal investigation and/or enquiry by:</p> <ol style="list-style-type: none"> <li>i) the police</li> <li>ii) a health &amp; safety authority or</li> <li>iii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the <b>insured</b> being prosecuted.</li> </ol> <p>b) An offence or alleged offence which leads to the <b>insured</b> being prosecuted in a court of criminal jurisdiction.</p> <p>c) A motor prosecution brought against <b>your</b> directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.</p>	<p><b>What is not covered under Insured event 6</b></p> <p>Any claim relating to a parking offence.</p>
<p><b>7 Compliance &amp; regulation</b></p> <ol style="list-style-type: none"> <li>a) Receipt of a Statutory Notice that imposes terms against which you wish to appeal.</li> <li>b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.</li> <li>c) A civil action alleging wrongful arrest arising from an allegation of theft.</li> <li>d) A claim against <b>you</b> for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against <b>you</b> provided that <b>you</b> are registered with the Information Commissioner.</li> </ol>	<p><b>What is not covered under Insured event 7</b></p> <p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>1. the pursuit of an action by <b>you</b> other than an appeal</li> <li>2. a routine inspection by a regulatory authority</li> <li>3. a Health and Safety Executive Fee for Intervention.</li> </ol>
<p><b>8 Statutory licence appeals</b></p> <p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew <b>your</b> statutory licence or compulsory registration.</p>	
<p><b>9 Loss of earnings</b></p> <p>The <b>insured's</b> absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the <b>appointed advisor</b> or whilst on jury service which results in loss of earnings.</p>	<p><b>What is not covered under Insured event 9</b></p> <p>Any sum which can be recovered from the court or tribunal.</p>
<p><b>10 Employees' extra protection</b></p> <p>At <b>your</b> request</p> <ol style="list-style-type: none"> <li>a) where civil proceedings are issued against <b>your employee</b>: <ol style="list-style-type: none"> <li>i) for unlawful discrimination; or</li> <li>ii) in their capacity as a trustee of a pension fund set up for the benefit of <b>your employees</b>;</li> </ol> </li> <li>b) where an <b>insured</b> or a member of their family suffers physical bodily injury or death as a result of a sudden event</li> <li>c) a claim arising from personal identity theft targeted at <b>your</b> directors and/or partners.</li> </ol>	<p><b>What is not covered under Insured event 10a) &amp; b)</b></p> <p>Any claim relating to:</p> <ol style="list-style-type: none"> <li>1. defending <b>you</b></li> <li>2. a condition, illness or disease which develops gradually over time.</li> </ol>

## 11 Crisis communication

Following an event which causes **your** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your** business, **we** will

- a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release and/or
- b) arrange, support and represent an **insured** at a press conference and/or
- c) prepare communication for **your** customers and/or a telephone or website script

provided that **you** have sought and followed advice from **our** Crisis communication helpline.

## What is not covered under Insured event 11

Any claim relating to:

1. matters that should be dealt with through your normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
3. legal costs & expenses in excess of £10,000.

## 12 Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

## What is not covered under Insured event 12

Any claim relating to:

1. an amount which is less than £200
2. a dispute with a tenant or leasee where **you** are the landlord or lessor the sale or purchase of land or buildings
3. loans, mortgages, endowments, pensions or any other financial product
4. computer hardware, software, internet services or systems which
  - a) have been supplied by **you** or
  - b) have been tailored to **your** requirements
5. a breach or alleged breach of a professional duty by an **insured**
6. the settlement payable under an insurance policy
7. a dispute relating to an **employee** or **ex-employee**
8. adjudication or arbitration.

## What is **not covered** by this policy (applicable to the whole policy)

The **insured** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the **insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured** involving:
  - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration; except in relation to Insured event 11 Crisis communication
  - b) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or loss or damage to property owned by the **insured**
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
10.
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured**.
11. The payment of fines, penalties or compensation awarded against the **insured** (except as covered under Insured event 2 Employment compensation awards or 7d) or costs awarded against the **insured** by a court of criminal jurisdiction.

## Policy conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **insured** if this happens.

### 1. The insured's responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
  - i) **we** agree to start proceedings or proceedings are issued against an **insured**, or
  - ii) there is a conflict of interestthe **insured** may choose a qualified **appointed advisor** except where the **insured's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel.
- d) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- e) In respect of pursuing a claim under Insured event 12 Contract & debt recovery **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

### 3. Consent

- a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b) An **insured** must have **your** agreement to claim under this policy.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under Condition 6 below.

### 6. Arbitration

If any dispute between the **insured** and **us** arises from this policy, the **insured** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.



If we fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

#### 7. Other insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

#### 8. Fraudulent claims and claims tainted by dishonesty

- a) If the **insured** makes any claim which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the insured has breached this condition and that the breach has:
  - i) affected **our** assessment of **reasonable prospects of success**, and/or
  - ii) prejudiced any part the outcome of the **insured's** claimthe **insurer** shall have no liability for **legal costs & expenses**.

#### 9. Cancellation

- a) **You** may cancel the policy:
  - i) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
  - ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 21 days written notice to **you**.

The **insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:

  - i) where the party claiming under this policy fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer's** interests,
  - ii) where the **insured** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,
  - iii) where **we** reasonably suspect fraud.
- c) The **insurer** may also cancel the policy and refund part of the premium for the unexpired period if at any time **you**
  - i) enter into a voluntary arrangement or a deed of arrangement
  - ii) become bankrupt, are placed into administration, receivership or liquidation
  - iii) have **your** affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 b) and 9 c).

#### 10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

#### 11. Data Protection Act 1998

It is agreed by the **insured** that any information provided to **us** and/or the **insurer** regarding the **insured** will be processed by **us** and/or the **insurer**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For our mutual protection and **our** training purposes, calls may be recorded.

#### 12. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## Meaning of **Words & Terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### **Appointed advisor**

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

### **Collective conditional fee agreement**

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of 100% "no-win no-fee".

### **Conditional fee agreement**

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

### **Employee**

A worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

### **Insured**

1. **You, your** directors, partners, managers, officers and **employees** of **your** business.
2. The estate, heirs, legal representatives or assigns of any persons mentioned in 1. in the event of such person dying.
3. A person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

### **Insurer**

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

### **Legal costs & expenses**

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 4 Tax by the **appointed advisor** and agreed by **us** in advance.
4. **Your employee's** basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event 11 Crisis communication.

### **Period of insurance**

The period shown in the schedule to which this policy attaches.

### **Reasonable prospects of success**

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
  - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Where it has been determined that reasonable prospects of success do not exist, the insured shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

**Small claims court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

**Territorial limit**

For Insured events 6 Legal defence, 7 Compliance & regulation and 12 Contract & debt recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

**We/Us/Our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, Brit Syndicate 2987 at Lloyd's.

**You/Your**

The business named in the schedule, including any subsidiary and/or associated companies declared to **us**.

Signed by



**Managing Director of ARAG plc**

## How we handle complaints

### Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:



**0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).



**customerrelations@arag.co.uk**



**ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN**

### Step 2

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:



**0207 327 5693, Fax: 0207 327 5225**



**complaints@lloyds.com, Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)**



**Lloyd's, One Lime Street, London, EC3M 7HA.**

### Step 3

If Lloyd's is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:



**0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile**



**complaint.info@financial-ombudsman.org.uk**



**Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof). Brit Syndicates Limited, the managing agent for Brit Syndicate 2987 at Lloyd's, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.

ARAG plc and Brit Syndicate 2987 at Lloyd's are covered by the Financial Ombudsman Service.

**[www.arag.co.uk](http://www.arag.co.uk)**

EBLPWMOO.11-16BL

# Endorsement attaching to and forming part of: Essential Business Legal Solutions

Scheme reference: 513106 & 500423



## About this Endorsement

All businesses that control and /or process personal data are required to comply with new laws which have been brought into effect to implement the General Data Protection Regulations. This endorsement updates our policy documentation through the inclusion of a statement that describes how we handle personal information in accordance with the new laws.

## This endorsement applies to your policy with immediate effect.

- 1) The following statement is included within your policy wording:

### Privacy Statement

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement please see our website - [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### Keeping personal information

We shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

- 2) Policy condition 11. Data Protection Act 1998 shall be deleted.
- 3) Policy condition 12. Contracts (Rights of Third Parties) Act 1999 shall be renumbered to policy condition 11.