

Commercial Complete Legal Policy Wording

Important notice regarding the operation of this policy. Failure to comply with these terms could mean that we decline to pay your claim.

All potential claims must initially be reported to **our** appropriate Claims Notification and Advice Helpline Services detailed below:

Legal Claims Notification & Advice Helpline Service: 01384 884068
Operates 24 hours a day, 365 days a year.

This helpline service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Claims Notification Helpline Service: 01384 377000
Tax Advice Helpline Service: 01455 852034

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

These helpline services are only in respect of tax claims and cannot assist with any other insurance matter.

Calls to the helpline cost up to 12p per minute from **your** landline and up to 45p from **your** mobile. Please note, charges may vary depending on **your** network provider

This is a policy where **you** must notify **us** during the **period of insurance** and within 30 days of any circumstances which may give rise to any claim under this policy.

If **you** can convince **us** that there are reasonable prospects of being successful in **your** claim and that it is necessary for **professional fees** to be paid, **we** will:

- Take over the claim on **your** behalf;
- Appoint a specialist of **our** choice to act on **your** behalf.

We may limit the **professional fees** that **we** pay under the policy where:

1. **We** consider it is unlikely a sensible settlement of **your** claim will be obtained; or
2. There are insufficient prospects of obtaining recovery of any sums claimed; or
3. The potential settlement amount of **your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **your** claim.

Where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which will then constitute the end of the claim under this policy.

If **legal proceedings** have been agreed by **us**, **you** may at this stage decide to nominate and use **your** own solicitor or indeed, **you** may wish to continue to use **our** own specialists. If **you** decide to nominate **your** own professional, **we** must agree this in advance and **you** will be responsible for any **professional fees** in excess of those which **our** own specialists would normally charge **us** (details are available upon request).

At conclusion of **your** claim if **you** are awarded any costs (not **your** damages), these must be paid to **us**.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **professional fees** incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Please note that if you engage the services of anyone prior to making contact with the appropriate claims notification and advice helpline service and incur any costs without our prior written approval these costs will not be covered by this insurance.

Important Policy Information

All potential claims must initially be reported to the appropriate claims notification and advice helpline service.

The Legal Claims Notification & Advice Helpline Service telephone number is **01384 884068** which operates 24 hours a day, 365 days a year.

The Tax Claims Notification Service telephone number is **01384 377000** and the Tax Advice Helpline Service telephone number is **01455 852034**, both of which operates 09:00 – 17:00, Monday to Friday, excluding bank holidays.

Please note: The Legal Claims Notification & Advice Helpline Service is not empowered to give advice on the admissibility of any claim under this policy.

If **you** wish to make a claim or **you** have a query relating to policy cover **you** should contact:

Arc Legal Assistance Ltd, PO Box 8921, Colchester CO4 5NE. Alternatively, submit **your** claim online at claims.arclegal.co.uk

This is a 'claims made' policy. It only covers claims notified to **us** during the **period of insurance** and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead **us** to decline that claim.

In respect of a dispute involving an employment matter (action against an employee which could lead to dismissal, selection for redundancy, changing an employee's terms and conditions of employment, before accepting an employee's resignation or on becoming aware of any **event** or circumstances that may be deemed to be constructive dismissal including where an employee is absent from work following them walking out without providing written notice), **you** must ring the legal claims notification and advice helpline service prior to taking any action or immediately **you** become aware of a potential problem and follow the advice and guidance provided with due diligence. Failure to do so may result in **us** declining **your** claim.

Policy Definitions

The words or expressions detailed below have the following meaning wherever they appear in this policy.

Agent

The **agent** appointed by the coverholder to transact this insurance with **you**.

Aspect Enquiry

An enquiry where the inspector of taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of

particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.

Authorised Professional

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by **us** under the terms and conditions of this policy to represent **you** or an **insured person's** interests.

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Business

The business detailed in the **schedule**.

Claim Limit(s)

The amount **we** will pay in respect of any one claim and the total amount payable within any one **period of insurance** as specified within the **schedule**.

Comprehensive Enquiry

A comprehensive enquiry is an extensive examination which considers all aspects of the self-assessment tax return. It will involve a comprehensive review by the inspector of taxes of all books and records underlying the entries made on the return.

Court

A court, tribunal or other competent authority.

Event

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for **professional fees** and/or payment of a benefit under this policy.

Excess

The first amount of each and every claim as detailed within the **schedule** or insured **event**.

In-depth Investigations

A fundamental review of the accounts and the underlying records as signalled by the issue of the relevant departmental notification or as otherwise stated in writing.

Insured Person

The **policyholder** and the directors, partners, managers and all other employees of **your business**.

Insurer

This insurance is arranged by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

Legal Proceedings

When formal legal proceedings are issued against an opponent in a **court** of law.

National Insurance Contributions (NIC) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with social security regulations.

Pay As You Earn (PAYE) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted in accordance with PAYE regulations.

Period of Insurance

The period of insurance shown in the **schedule**.

Policyholder, You, Your

The person or company who has paid the premium and is named in the **schedule** as the policyholder.

Professional Fees

Legal and accountancy fees and costs including disbursements properly incurred by the **authorised professional**, with **our** prior written authority including costs incurred by another party for which **you** are made liable by **court** order, or may pay with **our** consent in pursuit of a civil claim in the **territorial limits** arising from an insured **event**. Professional fees will include vat where it cannot be recovered.

Prospects of Success

At least a 51% chance of the **insured person(s)** achieving a favourable outcome.

Schedule

The document which shows details of **you** and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of **professional fees** that would normally be incurred by **us** in using a nominated **authorised professional** of **our** choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

Time of Occurrence

Civil Cases - when the **event** occurred or commenced whichever is the earlier.

Criminal Cases - when **you** or an **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

Value Added Tax (VAT) Dispute

A challenge in writing by HM Revenue & Customs of the accuracy or completeness of returns submitted.

We, Us, Our

Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

Cover

You have paid the premium and supplied to **us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **excess** if applicable, **we** will pay **your** claim in accordance with **our standard professional fees** and where requested by

you any other **insured person** up to the **claim limits** subject to the terms, conditions and exclusions of this policy, against **professional fees** arising from an insured **event** within the **territorial limits** where **you** notify **us** during the **period of insurance** and within 30 days of the **time of occurrence** of the **event**.

Insured Events

Section 1 - Employment Disputes

What is Covered?

1. **Your** defence in a dispute with an:
 - a) Employee or ex-employee arising from or relating to a contract of employment with **you**;
 - b) Employee, ex-employee or prospective employee alleging discrimination under current equality legislation.
2. Pursuit of the **policyholder's** legal rights against an employee or ex-employee to recover possession of property owned by or for which the **policyholder** is responsible.

What is Excluded?

Excluding:

1. **Your** failure to consult or follow **our** advice/instructions and those of the legal advice helpline service;
2. Any dispute where the **event** arises within the first 90 days of the first **period of insurance** unless **you** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;

3. Where any grievance dismissal or appeal being the subject of the dispute was not carried out in accordance with good hr practice and current employment legislation;
4. Any dispute with an employee who was subject to:
 - a) Formal or informal written or verbal warnings within 180 days immediately before the first **period of insurance**;
 - b) Redundancy, alleged redundancy or unfair selection for redundancy arising within the first 180 days of the first **period of insurance**;
5. Any defence of an action for damages in respect of personal injury including stress or psychological related illnesses or loss of or damage to property;
6. 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.

Section 2 - Employment Awards

What is Covered?

We will also pay, subject to the **claim limits**, the compensation or damages payable by **you** to an employee arising from the judgement of a **court** or

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tribunal or from a settlement agreed by **us** (but not from a judgement by default) in any dispute accepted by **us** as covered by Insured Events - Employment Disputes.

What is Excluded?

Excluding any claim where:

1. The **policyholder** has incurred a compensation award by non-payment of money due under the relevant contract of employment or statutory provision relating thereto;
2. The award is in respect of a redundancy or any money contractually due to an employee;
3. The award is in respect of a breach by the **policyholder** of a fixed term contract;
4. Any compensation or damages or increase ordered by the **court** or tribunal for failure to comply with a recommendation made, including non-compliance with a reinstatement or re-engagement order;
5. An award is made under the Transfer of Undertakings (Protection of Employment) Regulations 2006;
6. The award is relating to trade union activities, trade union membership or non-membership;
7. The award is in relation to a breach of an employee's statutory rights under the National Minimum Wage Act 1998.

Section 3 – Employee Restrictive Covenant

What is Covered?

Any civil action against an employee or ex-employee where such person is in breach or is about to be in breach of a restrictive covenant in such person's contract of employment which restricts the employee or ex-employee from competing with **you** or enticing other employees to leave **your** employment or approaching or enticing **your** customers either during or after the termination of the contract of employment by either party.

Section 4 – Legal Defence (Insured person)

What is Covered?

1. The defence of an **insured person** against prosecution in a **court** of criminal jurisdiction in respect of any act or omission or alleged act or omission:
 - a) **Police Station Representation**
Professional fees incurred in representing an **insured person** at a police station where they are being interviewed under caution in relation to an alleged criminal act.
 - b) **Magistrates' Court Representation**
Professional fees incurred in representing an **insured person** at a magistrates' court.
 - c) **Crown Court Representation**
A sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the crown **court** means testing scheme.
2. The defence of a civil action being taken against **you** for wrongful arrest in connection with an accusation of theft alleged to have been carried out during the **period of insurance**.
3. The defence of a civil action being taken against an **insured person** but not the **policyholder**:
 - i. under current equality legislation arising from that person's work as an employee;
 - ii. as a trustee of a pension fund set up for the benefit of **your** employees.
4. An **insured person** being served with an improvement, prohibition, withdrawal, or recall notice, a suspension notice or an order of enforcement under the Health & Safety at Work Act 1974, the Food Safety Act 1990, the Consumer Protection Act 1987 and the General Product Safety Regulations 2005. Provided that where proceedings under the Health & Safety at Work Act 1974 are concerned, the **territorial limits** will be any place where the Act applies.
5. The defence of the **Policyholder** against a prosecution brought under the Bribery Act 2010.
6. The defence of an **insured person's** legal rights following a claim being brought against them for discrimination under current equality legislation whilst acting in their capacity as an employee of the **policyholder**.

What is Excluded?

Excluding:

1. Any matter where the **authorised professional** assesses that reasonable **prospects of success** do not exist;
2. Any offence relating to a motor bike / vehicle;

3. **Professional fees** required to be paid by an **insured person** in **excess** of the pre-conviction assessed income based contribution under the crown **court** means testing scheme following conviction;
4. Assessed income based contributions payable by the **insured person** towards **professional fees** incurred under the Crown **Court** Means Testing scheme which exceed the **claim limits**;
5. Any **professional fees** where the **insured person** fails to:
 - a) Apply for a representation order under the Crown **Court** Means Testing scheme;
 - b) Submit any required information under the Crown **Court** Means Testing scheme;
 - c) Comply with the terms of the representation order;
 - d) Use a representative that can act under the terms of a representation order under the Crown **Court** Means Testing Scheme;
6. the defence of any action, enforcement, or recovery of sums payable against an **insured person** under the terms of or for a breach of the terms and conditions of a representation order under the Crown **Court** Means Testing scheme;
7. any prosecution brought under the Bribery Act where the **policyholder** does not have adequate policies and systems in place to prevent bribery.

Section 5 – Data Protection

What is Covered?

Where the policyholder has requested that cover is provided for the **insured person** we will defend an **insured person's** legal rights in respect of any civil action taken against the **insured person** for compensation under data protection legislation when handling personal data in their capacity as a data controller and/or a data processor.

What is Excluded?

Excluding:

1. Any claims relating to the loss, alteration, corruption, distortion of or damage to stored personal data.
2. Any claims relating to a reduction in the functionality, availability or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer programme that contains any malicious or damaging code, computer virus or similar mechanism.
3. **We** will not cover the cost of fines imposed by the information commissioner or any other regulatory and/or criminal body.

Section 6 – Contract Dispute

What is Covered?

A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or the purchase of goods or services.

Where **your Business** falls within building & allied trades and/or computer software and hardware design and/or development and/or manufacture, cover is subject to:

- a) All contracts, being the subject of the dispute, must be in writing and signed by all parties concerned; and
- b) Where the contract is amended, such amendments must be signed by all parties concerned.

What is Excluded?

Excluding any claim relating to:

1. A lease, licence or tenancy of land or buildings;
2. A contract of employment;
3. Arbitration arising out of an arbitration clause in any contract.
4. A breach or alleged breach of professional duty by an **insured person**;
5. The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists;
6. Amounts in dispute, including any instalment payments due and payable at the time of making the claim, less than £250;
7. The first 10% of **professional fees** incurred.

Section 7 – Tax, VAT, PAYE and NIC Investigations

What is Covered?

The cover is limited to **professional fees** incurred by **you** in respect of a:

1. **Comprehensive enquiry**;
2. In-depth investigation arising out of **your** tax affairs;
3. VAT Dispute;
4. PAYE Dispute;
5. NIC Dispute;

as a result of an enquiry from HM Revenue & Customs following the issue of a notice under Section 9A or Section 12C of the Taxes Management Act 1970 or **Schedule 18**, paragraph 24 of the Finance Act 1998 as amended by the relevant section of the Finance Act 2007.

What is Excluded?

Excluding any claims in respect of or arising out of:

1. Aspect enquiries less than £100;
2. **Professional fees** in any claim involving dishonesty, criminal proceedings or alleged fraudulent evasion of tax or misstatement with the intent to deceive;
3. Tax avoidance schemes;
4. Claims which originate from any enquiry, investigation or dispute which existed before the **period of insurance** including any dispute or enquiry where the accounts submitted are being investigated solely because earlier books, records or returns have been investigated or are already under query;
5. Disputes where reasonable **prospects of success** do not exist;
6. The costs of making good any deficiencies in books, records, accounts or returns including the costs of repairing a return.
7. Costs of appeals which **we** have not approved;

Section 8 – Property Protection

What is Covered?

1. Any civil action relating to material property, owned by **you** or for which **you** are responsible, arising out of an alleged or actual negligent act or omission or any nuisance, trespass or criminal damage by a third party which causes or could cause physical damage to such material property or pecuniary loss to **you**.
2. Any civil action between **you** and **your** landlord under the terms of a lease or tenancy agreement applying to **your business** premises.

What is Excluded?

Excluding:

1. A contract made between **you** and a third party;
2. Goods in transit or goods lent or hired to third parties;
3. Goods at premises other than those occupied by **you** unless they are at such premises for the purpose of installation or use in work to be carried out by **you**;
4. Mining subsidence;
5. Disputes relating to rent and service charges and any relevant taxes;
6. An insured **event** arising in the first 90 days of the first **period of insurance** unless **you** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
7. Compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
8. Disputes with local or government authorities.

Section 9 – Licence Protection

What is Covered?

An appeal or representation to the relevant statutory or regulatory authority, **court**, tribunal or other mandatory body following an act, or omission or alleged act or omission which leads to the suspending, revoking, altering the terms of or refusing to renew any of **your** licence(s) issued under statute or statutory instrument or by the government or local authority to **you** where such licence is necessary to engage in **your business** or trade.

What is Excluded?

Excluding:

1. An original application or application for renewal;
2. Any licence in respect of which an appeal or representation was made in the twelve months immediately preceding the first **period of insurance**.

Section 10 – Personal Injury

What is Covered?

Pursuing a civil claim for damages in respect of death of or bodily injury to an **insured person** caused by negligence.

What is Excluded?

Excluding any claim relating to:

1. Any illness (including stress related conditions) naturally occurring condition or degenerative process which develops gradually and is not caused by a specific or sudden accident;
2. The defence of an **insured person** other than the defence of a counter-claim or an appeal against judgement;
3. Any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products);
4. Any claim arising from stress or a psychological related condition.

Section 11 – Jury Service and Attendance Expenses

What is Covered?

The actual loss of the salary or wages of an **insured person** for the time off work to attend:

1. Any **court** or tribunal hearing as requested by the **authorised professional**;
2. Any **court** hearing as a defendant of an admitted claim under this insurance;
3. A **court** for jury service excluding the first 5 days of such service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim.

Provided that such salary or wages are not recoverable from the relevant **court** or tribunal.

Section 12 – Debt Recovery

What is Covered?

Professional fees incurred by **you** in the recovery of money and interest due to **you** from another **business** for the provision of goods and/or services, **professional fees** and services, or dishonoured cheques.

What is Excluded?

Excluding any claim in respect of:

1. Any matter where the debtor intimates that a defence exists or a defence is served;
2. Damages for breach of contract;
3. Hire purchases or credit sale agreements other than arrears;
4. The return of goods hired or leased;
5. Debts reported to **us** more than sixty days after the money has become due and payable;
6. Debts less than £250;
7. The first 10% of **professional fees** incurred;
8. A debt that existed prior to the commencement of this insurance.

General Policy Exclusions

This insurance does not cover:

1. **Professional fees** incurred:
 - a) In respect of any **event** where the **time of occurrence** commenced prior to the commencement of the insurance;
 - b) Where the **insured person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;
 - c) Before **our** written acceptance of a claim;
 - d) Before **our** approval or beyond those for which **we** have given **our** approval;
 - e) Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**;
 - f) Where **you** are responsible for anything which in **our** opinion prejudices **your** case;
- g) If **you** withdraw instructions from the **authorised professional**, fail to respond to the **authorised professional**, withdraw from the **legal proceedings** or the **authorised professional** refuses to continue to act for **you**;
- h) Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All costs incurred up until this stage will become **your** responsibility;
- i) In respect of the amount in **excess** of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice;
2. The pursuit, continued pursuit or defence of any claim if **we** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;

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3. Claims which are conducted by **you** in a manner different from the advice or proper instructions of **us** or the **authorised professional**;
4. Appeals unless **you** notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **we** consider the appeal to have reasonable **prospects of success**;
5. Any **professional fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. Any dispute relating to written or verbal remarks which damage **your** reputation;
7. Any **professional fees** relating to **your** alleged dishonesty or deliberate and wilful criminal acts or omissions;
8. **Professional fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **your** own requirements;
9. **Legal proceedings** outside the **territorial limits** and proceedings in constitutional international or supranational courts or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
10. A dispute which relates to any compensation or amount payable under a contract of insurance;
11. A dispute with **us** not dealt with under the arbitration condition;
12. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
13. An application for judicial review;
14. Any **professional fees** incurred in defending or pursuing new areas of law or test cases;
15. Any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
16. Any matter in respect of which an **insured person** is entitled to legal aid where **our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **insured person** towards **professional fees** incurred under the crown **court** means testing scheme where this applies;
17. Damages, fines or other penalties **you** are ordered to pay by a **court**, tribunals or arbitrator other than as insured under Insured Events – Employment Awards;
18. Claims which do not arise in connection with or from the conduct of the **business**.
19. Electronic Data
Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.

For the purposes of this policy, electronic data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
For the purposes of this policy, computer virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

20. Radiation
Any direct or indirect consequence of: irradiation, or contamination by nuclear material; or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction
21. Terrorism
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation. An act of terrorism includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological, or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:
 - i. involves violence against one or more persons; or
 - ii. involves damage to property; or
 - iii. endangers life other than that of the person committing the action; or
 - iv. creates a risk to health or safety of the public or a section of the public; or
 - v. is designed to interfere with or to disrupt an electronic system.
 This policy also excludes loss, damage, cost, or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any act of terrorism.
22. War
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Policy Conditions

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Claims

You must tell **us** in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing **our** consent to incur **professional fees**.

We will give such consent if **you** can satisfy **us** that there are reasonable **prospects of success** in pursuing or defending **your** claim and that it is necessary for **professional fees** to be paid and **you** have paid the **excess**.

We may require (at **our** discretion) **you** at **your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **legal proceedings**. If **we** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **we** decide that:

1. **Your prospects of success** are insufficient;
2. It would be better for **you** to take a different course of action;
3. **We** cannot agree to the claim.

We will write to **you** giving **our** reasons and **we** will not then be bound to pay any further **professional fees** for this claim.

We may limit any **professional fees** that **we** will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If **we** consider it is unlikely a sensible settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. Where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may at **our** option pay to **you** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the **event** that **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any legal costs incurred to date will become **your** own responsibility and will be required to be repaid to the **insurer**.

Conduct of Claim

1. **You** shall at all times co-operate with **us** and give to **us** and the **authorised professional** evidence, documents and information of all material developments and shall attend upon the **authorised professional** when so requested at **your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **authorised professional** any information, form,

report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose. **You** or **your authorised professional** shall notify **us** immediately in writing of any offer or payment into **court** made with a view to settlement and **you** must secure **our** written agreement before accepting or declining any such offer.

3. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** or by either of **you** to any **court**, witness, expert or **agent** or other person without **our** agreement.

Representation

We will take over and conduct in **your** name the prosecution, pursuit, defence or settlement of any claim. The **authorised professional** nominated and appointed by **us** will act on **your** behalf and **you** must accept **our** nomination.

If **legal proceedings** have been agreed by **us**, **you** may nominate **your** own **authorised professional** whose name and address **you** must submit to **us**. In selecting **your authorised professional** **you** shall have regard to the common law duty to minimise the cost for **your** claim. Any dispute arising from this shall be referred to arbitration in accordance with the policy conditions.

Where **you** have elected to use **your** own nominated **authorised professional** **you** will be responsible for any **professional fees** in excess of **our standard professional fees**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **you** all or any costs charges, fees, expenses or compensation **you** will do everything possible (subject to **our** directions) to recover the money and hold it on **our** behalf. If payment is made by instalments these will be paid to **us** until **we** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Arbitration

Any dispute between **you** and **us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom **we** both agree. If **we** cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Fraud

We have the right to refuse to pay a claim or to void this insurance in its entirety if **you** make a claim which is in any respect false or fraudulent.

Due care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **us**.

Cancellation

We hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to **your agent** within fourteen (14) days of issue and **we** will refund **your** premium provided **you** have not submitted a claim.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the insured at their last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms & conditions

Provided the premium has been paid in full the insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Adjustment of Provisional Premium

If the premium has been calculated on estimates **you** shall supply to **us** within one month of the expiry of each **period of insurance** an accurate statement in the form required so that the premium for that period can be calculated and the difference paid by or allowed to **you** subject to **us** retaining any minimum premium specified in the policy.

Should **you** fail to supply such a statement in the timescales required **we** shall be entitled to charge an additional premium in respect of that **period of insurance**.

Acts of Parliament

Any reference to act of parliament within this policy shall include an amending or replacing act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

Privacy Policy

Royal & Sun Alliance Insurance Ltd Privacy Policy

Your privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you're** unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax, HX3 5WA.

You can also email **us** at crt.halifax@uk.rsagroup.com

Arc Legal Assistance Privacy and Data Protection Notice

1. **Data Protection**
Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegal.co.uk
2. **How We Use Your Personal Data and Who We Share it With**
We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.
3. **Sensitive Personal Data**
Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.
4. **Disclosure of Your Personal Data**
We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.
5. **Your Rights**
You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.
6. **Retention**
Your data will not be retained for longer than is necessary and will be managed in accordance with **our** data retention policy. In most cases

Claims Line – 01384 884068

Claims are handled by Arc Legal Assistance Ltd.
CCLE0921

the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Claims Notification and Advice Helpline Service

The Legal Claims Notification and Advice Helpline Service provides advice on any legal problem affecting the **policyholder**.

All potential claims must be reported initially to the appropriate Claims Notification and Advice Helpline Service for advice and support.

Legal Claims Notification & Advice Helpline Number: **01384 884068**

Tax Claims Notification Helpline Service: **01384 377000**

Tax Advice Helpline Service: **01455 852034**

IMPORTANT

You must consult the Legal Advice Helpline Service immediately **you** are aware of an employment dispute or potential dispute or when any action that **you** take could lead to a dispute. If **you** are in any doubt contact should be made with the helpline for advice and guidance prior to taking any action. Failure to comply with this requirement may lead **us** to decline a claim under this policy.

We will not accept responsibility if the helpline services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the law of England and Wales unless the **policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the **event** of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Insurance Act 2015

Under the terms of the Insurance Act 2015, **you** have a duty to make a fair presentation of the risk. To ensure that **you** comply with this obligation, **you** must disclose clearly, accessibly and in good faith:

- i. All material facts **you** know, or should have known, or are suspected;

- ii. Sufficient information to put a prudent underwriter on notice that they should make further enquiries.

You are not required to disclose details which diminish the risk, or which the underwriter knows, or ought to have known, but as well as the general details of the risk, **you** should disclose:

- Any special or unusual facts relating to the risk;
- Any particular concerns which led **you** to seek insurance for this risk;
- Any other fact being something that should be included within a fair presentation of risk to an underwriter.

Failure to do this could affect the validity of **your** policy and mean that it may not operate fully in the **event** of a claim. If **you** have any queries relating to what information should be disclosed as fair presentation of the risk, please contact **your** insurance broker.

Complaints Procedure

In the **event** of a complaint arising under this insurance, **you** should in the first instance write to:

Arc Legal Assistance Limited, PO Box 8921, Colchester CO4 5NE.
Alternatively, email **us** at customerservice@arclegal.co.uk

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a **business** capacity. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Tel: 0300 123 9123 or 0800 023 4567
www.financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local Authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.