

# Business Legal Protect Policy Wording

This insurance cover is arranged by Suited in conjunction with Great American International Insurance Ltd and administered by ARAG plc and underwritten by HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Suited is a trading name of Suited Insure Ltd, registered in England and Wales under company number 13736179. Suited Insure Ltd. is an Appointed Representative of Innovative Risk Labs Ltd., which is authorised and regulated by the Financial Conduct Authority, FCA Registration 609155.

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

- Legal and other helpline services
- Business legal services website
- Claims procedure

If you are unsure about anything in this document please contact Suited.

## TELEPHONE HELPLINES

0344 571 7978 - Legal advice on business matters within UK and EU law, 24 hours a day, 365 days of the year

0344 571 7978 - UK tax advice, 9am to 5pm weekdays

0333 000 2083 - Executive suite identity theft resolution

0344 571 7964 - Crisis communication

0333 000 2082 - Counselling service

0330 303 1955 - Redundancy assistance

[www.araglegal.co.uk](http://www.araglegal.co.uk) - Business legal services

Register on your first site visit using voucher code X1232KC79BB5. Discover our law guide, take a legal health check and create legal documents and letters to help with commercial legal matters.

## MAIN BENEFITS OF ESSENTIAL BUSINESS LEGAL

Protection for legal costs arising from:

- tax investigations & VAT disputes
- legal defence
- compliance & regulation
- claims involving your executives
- contract & debt recovery
- crisis communication

## WHO IS ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.

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## 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, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about business-related legal matters within UK and EU law and 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.

You can visit our website to see a video about this service. Use of this service does not constitute reporting of a claim.

#### **Executive suite – identity theft resolution 0333 000 2083**

This service is available to the principal, executive officers, directors and partners of the business between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help executives keep their personal identity secure. Where identity theft is suspected, our specialist caseworkers can help the victim to restore their credit rating and correspond with their card issuer, bank or other parties. Identity theft expenses are insured under Insured event 4 c) when your executives use this helpline.

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**Crisis communication 0344 571 7964**

Following an event that has attracted negative publicity which could affect your business, you can access professional public relations support from our Crisis communication experts at any time.

In advance of any actual adverse publicity, where possible, initial advice for you to act upon will be provided over the phone. If your circumstances require professional work to be carried out at that time, we can help 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 6 when you use this helpline.

**Counselling assistance 0333 000 2082**

Our qualified counsellors will provide free confidential support and advice by phone to your employees or their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

We have prepared a handout to give you further information about mental health at work and to let your employees know about Counselling assistance which you may find useful.

**Redundancy assistance 0330 303 1955**

If you are planning redundancies and need extra legal support, we can arrange specialist consultancy assistance for you. Redundancy assistance will help you to implement a fair selection process and ensure that the redundancy notices are correctly served. The service offers document review and telephone or written advice and is subject to a charge. If you would like us to arrange Redundancy assistance please call us between 9am and 5pm on weekdays (except bank holidays).

## BUSINESS LEGAL SERVICES

[www.araglegal.co.uk](http://www.araglegal.co.uk)

### Getting started

Click on the “How our services work” button on the homepage to take a two-minute tour of our Business legal services website. Learn more about what the website offers and how you can use it to save legal costs and to support the smooth running of your business. You will need to enter voucher code X1232KC79BB5 when you register to use the website. Once you have registered you can access the website at any time to create and securely store your legal documents.

### Choosing your legal documents

We recommend selecting “Legal healthcheck” from the menu of services. This useful tool will help you to identify which legal documents are likely to be most useful to your business. We have suggested legal documents and law guide content that may help you in particular circumstances throughout this policy wording.

You will find helpful guidance notes and pop-up examples as you build your documents.

### More help?

Click on the Contact button to seek technical support if you have problems using the website. Our digital technical support team cannot give you legal or insurance advice.

## CLAIMS PROCEDURE

### TELLING US ABOUT YOUR CLAIM

- 1) If an **insured** needs to make a claim, they must notify **us** as soon as possible.
- 2) If an **insured** instructs their own solicitor or accountant without telling us, they will be liable for costs that are not covered by this policy.

- 3) A claim form can be downloaded at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or requested by telephoning **us** on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
- 4) The completed claim form and supporting documentation can be sent to **us** by email, post or fax. Further details are set out in the claim form itself.

#### WHAT HAPPENS NEXT?

- 1) **We** will send the **insured** a written acknowledgment by the end of the next working day after receiving their claim form.
- 2) Within five working days of receiving all the information needed to assess the availability of cover under the policy, **we** will write to the **insured** either:
  - a) confirming cover under the terms of this policy and advising the **insured** of the next steps to progress their claim; or
  - b) if the claim is not covered, **we** will explain in full the reason why and advise whether **we** can assist in another way.
- 3) When a representative is appointed they will try to resolve the **insured's** dispute without delay, arranging mediation whenever appropriate.
- 4) **We** will check on the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

#### PRIVACY STATEMENT

This is a summary of how we, on behalf of the insurer, 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) The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

## 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 all relevant data protection regulations and legislation. 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.

## WHAT HAPPENS IF THE INSURER CANNOT MEET ITS LIABILITIES?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their 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).

## POLICY WORDING

This wording, the Schedule and any endorsements are one legal document (“the **policy**”) and should be read together and kept in a safe place.

This **policy** is evidence of the contract between **you** and the **insurer**.

Terms that appear in bold type have special meanings. Please read Meaning of words & terms for more information.

In consideration of the **premium** and in reliance upon the information **you** have provide to **us**, as set out in the Statement of Fact in the Schedule, **we** agree to provide **you** with insurance on the terms set out below.

## ABOUT **YOUR** INSURANCE

1. This **policy** provides **you** with insurance cover on a monthly basis in accordance with the terms and conditions below.
2. **Your** cover under this **policy** will commence on the **start date**. Provided that **you** continue to pay the **premium**, the **policy** will continue to provide cover on a monthly basis, unless **you** cancel the **policy** or ask **us** to cancel the **policy** on **your** behalf.
3. When **you** first arrange cover with **us** **you** will pay the first **premium** on the day cover is arranged which may be earlier than the **start date**. Where **you** are issued a new policy after **your** cover needs change **you** will pay the first **premium** on the **start date**. In both cases **you** will after that first payment pay

**premium** on each following **due date**. The **premium** is non-refundable except as more fully provided in the terms and conditions of this **policy**.

4. **You** can cancel **your policy** at any time and **you** will continue to have cover under the **policy** (in accordance with its terms and conditions) until the end of the month for which **you** have paid the **premium** except where **we** issue a new policy upon cancellation.
5. Before taking out this insurance **you** must provide **us** with full and accurate information about **you** and **your business**, and thereafter regularly review that information and inform **us** of any changes, in accordance with clause Policy conditions 12 Information about you. If **you** do not, **your** cover may be affected.

## YOUR POLICY COVER

Following an Insured event, the **insurer** will pay **legal costs & expenses** including the cost of appeals up to the limit of indemnity specified in the schedule to which this **policy** attaches for all claims related by time or originating cause;

subject to all of 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) Unless otherwise stated in this **policy**, the Insured event arises in connection with **your business** and occurs within the **territorial limit**.
- 4) The claim
  - a) always has **reasonable prospects of success** and
  - b) is reported to **us**
    - i) during the **period of insurance** and
    - 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** 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**.

**We** consider that a claim has been reported to **us** when **we** have received the **insured's** fully completed claim form.

This **policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other **policy** terms.

## INSURED EVENTS COVERED

### 1 TAX DISPUTES

- a) A formally notified enquiry into **your business** tax.
- b) A dispute about **your** compliance with HMRC regulations relating to **your employees**, workers or payments to contractors.
- c) A dispute with HMRC about Value Added Tax.

Provided that:

- a) **you** keep proper records in accordance with legal requirements and
- b) in respect of any appealable matter **you** have requested an Internal Review from HMRC where available.

### WHAT IS NOT COVERED UNDER INSURED EVENT 1

Any claim arising from or relating to:

- 1) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
- 2) an investigation by the Fraud Investigation Service of HMRC
- 3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements
- 4) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
- 5) **your** failure to register for VAT.

## 2 LEGAL DEFENCE

- a) A criminal investigation and/or enquiry by:
  - i) the police or
  - ii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **insured** being prosecute.
- b) The charge for an offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.

## WHAT IS NOT COVERED UNDER INSURED EVENT 2

Any claim relating to a parking offence.

## 3 COMPLIANCE & REGULATION

- a) Receipt of a Statutory Notice that imposes terms against which **you** wish to appeal.

- b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- c) A civil action alleging wrongful arrest arising from an allegation of theft.
- d) A claim against **you** for compensation under the Data Protection Act 2018 provided that
  - i) **you** are registered with the Information Commissioner
  - ii) **you** are able to evidence that **you** have in place a process to
    - investigate complaints from data subjects regarding a breach of their privacy rights
    - offer suitable redress where a breach has occurred and that your complaint process has been fully engaged.
- e) A civil action alleging that an **insured** has
  - i) committed an act of unlawful discrimination; or
  - ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.

#### WHAT IS NOT COVERED UNDER INSURED EVENT 3

Any claim arising from or relating to:

- 1) the pursuit of an action by **you** other than an appeal
- 2) a routine inspection by a regulatory authority
- 3) an enquiry, investigation or enforcement action by HMRC
- 4) a claim brought against **your business** where unlawful discrimination has been alleged.

#### 4 EXECUTIVE SUITE

- 1) This Insured event applies only to the principal, executive officers, directors and partners of **your business**.
  - a) An HMRC enquiry into the executive's personal tax affairs.
  - b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **your business**.
  - c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline.
  - d) A dispute that arises from the terms of **your business** partnership agreement that is to be referred to mediation.
  - e) Crisis communication as described in Insured event 6 below shall be available to the principal, executive officers, directors and partners of the **business** for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

#### WHAT IS NOT COVERED UNDER INSURED EVENT 4

- 1) Any claim arising from or relating to:
  - a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
  - b) an investigation by the Fraud Investigation Service of HMRC
  - c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
  - d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom

- e) a parking offence
  - f) costs incurred in excess of £25,000 for a claim under 4 d) and 4 e).
- 2) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

## 5 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 to buy, sell, hire or lease goods or services or to rent **your business** premises, 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 5

Any claim arising from or 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
- 3) the sale or purchase of land or buildings
- 4) loans, mortgages, endowments, pensions or any other financial product
- 5) computer hardware, software, internet services or systems which
  - a) have been supplied by **you** or
  - b) have been tailored to **your** requirements
- 6) a breach or alleged breach of a professional duty by an **insured**
- 7) the settlement payable under an insurance policy
- 8) a dispute relating to an **employee** or ex-**employee**

- 9) adjudication or arbitration.

## 6 CRISIS COMMUNICATION

Following an event which causes 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
- b) prepare communication for **your** staff/customers/ suppliers and/or a telephone or website script or social media messaging
- c) arrange, support and represent the **insured** at an event which media will be reporting
- d) support the **insured** by taking phone calls/emails and managing interaction with media outlets
- e) support and prepare the **insured** for media interviews provided that **you** have sought and followed advice from **our** Crisis communication helpline.

## WHAT IS NOT COVERED UNDER INSURED EVENT 6

Any claim arising from or 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) costs incurred in excess of £25,000.

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## 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) costs 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 insurance provided by this **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, malicious falsehood or defamation
  - b) indecent or obscene materials
  - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - d) illegal immigration
  - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to Insured event 6 Crisis communication
- 4) defending a claim in respect of damages for personal injury or loss or damage to property owned by the **insured**
- 5) National Minimum Wage and/or National Living Wage Regulations
- 6) patents, copyright, passing-off, trade or service marks, registered designs and confidential information
- 7) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured event 4 d)
- 8)

- a) a franchise agreement
  - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- 9) a judicial review
- 10) a dispute with us, the **insurer** or the party who arranged this cover not dealt with under Condition 6
- 11)
- 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.
  - f) a dispute where providing cover, payment of any claim or the provision of any benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 12) The payment of fines, penalties or compensation awarded against the **insured**; 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 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 the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, 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) 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) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
  - ii) there is a conflict of interest the **insured** may choose a qualified **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.

- d) 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 and will pay only the costs that the **insurer** would have been liable to pay. (Our panel solicitor firms are chosen with care and **we** agree special terms with them, including rates which may be lower than those available from other firms).
- e) 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**, the **insurer's** liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim relating to Insured event 5 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 or settle the claim 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 costs.

## 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 their 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** and the **insured** 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; even if the other **insurer** refuses the claim.

## 8. FRAUDULENT CLAIMS AND CLAIMS TAINTED BY DISHONESTY

- a) If the **insured** makes any claim which is fraudulent or false, the policy may immediately become void and all benefit under it may 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 throughout. Where, on the balance of probabilities and having considered carefully all the facts of any claim, it appears to the **appointed advisor** 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 in any part the outcome of the **insured's** claim the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

## 9. ACTS OF PARLIAMENT, STATUTORY INSTRUMENTS, CIVIL PROCEDURE RULES & JURISDICTION

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

## 10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

## 11. INFORMATION ABOUT YOU

- a) **You** must provide **us** with full and accurate information about **you** and **your business** which is material to **our** decision to insure **you** when completing the online application for this insurance cover.
- b) If **you** fail to comply with clause (a) above **we** will rely on the remedies available to **us** under the Insurance Act 2015. This means that, depending on the circumstances, **we** may:
  - i) treat the **policy** as if it never existed;

- ii) refuse to make any payment under the **policy**;
  - iii) retain any **premiums you** have paid;
  - iv) seek reimbursement of any sums **we** have paid **you** or on **your** behalf;
  - v) treat the **policy** as if it had been provided on such different terms from the **start date**. This may result in **us** making no payment for a particular claim or loss. **You** must reimburse any payment made by **us** that we would not have paid if such terms had been in effect;
  - vi) reduce proportionately the amount **we** will pay to indemnify **you** in respect of claims.
- c) After the **start date you** must inform **us** of any change to the information set out in the Statement of Fact in the Schedule as soon as reasonably possible. **We** shall where **you** inform **us** of such a change have the rights of cancellation set out in the Policy conditions 15 and 16 below.
- d) If **you** fail to inform **us** of any change to the information set out in the Statement of Fact in the Schedule of Fact in the Schedule in accordance with (c) above, **we** shall be entitled to rely on the remedies at below.
- i) If **your** failure was deliberate or reckless, **we** may treat this **policy** as if it no longer existed from the date of such change and refuse to make any payment in respect of any claim made or any loss occurring after that date. **You** must reimburse all payments already made by **us** relating to claims made or losses occurring after such date. **We** will be entitled to retain all **premiums** paid.
  - ii) If **your** failure was not deliberate or reckless, then:
    1. if **we** would have cancelled this **policy** and not offered **you** cover on any further terms, **we** may treat the **policy** as cancelled from the date that such cancellation would have been effective and refuse to make any payment under it in respect of any claim made or any circumstance occurring after that date. **You** must reimburse any payments already

made by **us** relating to claims made or losses occurring after such date. **We** will refund any **premiums you** have paid in respect of any period after the date when cancellation would have been effective;

2. if **we** would have cancelled the **policy** but agreed to provide a new **policy** on different terms (including as to **premium**), **we** will treat the **policy** as if it had been provided on such different terms from the date when **your** circumstances changed. This may result in **us** making no payment for a particular claim or loss. **We** may also in such circumstances cancel the **policy** and require **you** to complete the online application process again.
- e) Nothing in clauses 12 (a), (b), (c) or (d) above shall have the effect of putting **you** in a more disadvantageous position than **you** would be in the absence of those provisions from the **policy**.

## 12. PREMIUM PAYMENT

- a) **You** must pay the **premium** by the **due date**,
- b) If **you** do not pay the **premium** in accordance with clause a.:
  - i) **we** will not make any payment under the **policy**.
  - ii) **we** will automatically cancel the **policy** so that cover will cease at the end of the monthly period for which **you** have paid the **premium**.
- c) If **you** do not pay the **premium** in accordance with clause a. but **you** pay us the overdue **premium** within 14 days from the **due date**, **we** will reinstate **your policy** so that there is no interruption in **your** cover.

## 13. POLICY REVIEW

Irrespective of the other provisions in this **policy**:

- a) **We** will review the terms and conditions of the **policy**, including the **premium**, periodically and every twelve months, and **we** reserve the right to change the **premium** and the terms and conditions.
- b) If **we** make a change **we** will give **you** a minimum of 28 days notice and issue a new policy for the next **period of insurance**, which will be made available to **you** through the Suited online customer portal.
- c) **You** are under no obligation to accept those changes and may cancel **your policy** prior to those changes taking effect. The **policy** will expire at the end of the calendar month for which **you** have paid for cover.

#### 14. POLICY CHANGES

- a) If **your** insurance needs have changed, **you** may, with immediate effect, seek to replace this **policy** with a new policy by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited. If **your** request is accepted, this **policy** shall be cancelled at the time the request is processed and a new policy may be issued.
- b) **You** shall where **we** cancel this **policy** in line with Policy condition 15(a) above be entitled to a pro rata refund of **premium** for the unexpired period of cover under this **policy**.
- c) Where in accordance with Policy condition 12(c) above **you** inform **us** of a change of information in the Statement of Fact in the Schedule and the change is such that **we** would not offer **you** cover on any terms **we** shall have the right to cancel the **policy** with immediate effect. Where **we** cancel this **policy** on that basis above **you** shall be entitled to a pro rata refund of **premium** for the unexpired period of cover under this **policy**.

#### 15. YOUR RIGHT TO CANCEL THE POLICY

**You** may cancel this **policy** at any time by processing the required change in cover through the use of the on-line customer portal provided by, or by contacting, Suited.

If **you** request a cancellation, **your policy** will expire on the last day of the monthly period for which **you** have paid the **premium**. The **premium you** have paid is not refundable.

## 16. OUR RIGHT TO CANCEL THE POLICY

**We** may cancel the **policy** by giving **you** a minimum of 28 days written notice.

**Your** cover will end on the last day for which **you** have paid the premium.

**We** shall also be entitled to cancel the **policy** in accordance with Policy condition 15 above in which case the provisions of that condition shall apply.

## MEANING OF WORDS & TERMS

### Appointed advisor

The

- 1) solicitor, accountant, or other advisor (who is not a mediator), appointed by **us** to act on behalf of the **insured**;
- 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

### Business

The occupation, trade profession or enterprise carried out by the entity shown in the schedule that attaches to this **policy**.

### 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 either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

### Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) where discounted, that a discounted fee is payable.

### Due date

The date on which the **premium** is due and charged for the **policy** each month, which after the **start date** shall be the same date each subsequent calendar month as the **start date** or if there is no date in the relevant subsequent calendar month corresponding to the **start date**, the last day of such calendar month.

### Employee

A worker who has or alleges they have entered into a contract of service with **you**.

### Insured

- 1) **You, your** directors, partners, managers, officers and **employees of your business**.
- 2) 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 employees** and who performs work under **your** supervision.

### Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

### 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.
- 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 1 Tax disputes by the **appointed advisor** and agreed by **us** in advance.
- 4) Health and Safety Executive Fees for Intervention.
- 5) The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 4 c) where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.
- 6) The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention under Insured events 4 e) Executive suite and 6 Crisis communication.

### Period of insurance

The period of time for which this **policy** provides cover, commencing on the start date and continuing for as long as cover is extended on a monthly basis and until the last day of the period for which **you** have paid the **premium**.

### Premium

The monthly amount **you** pay for cover as specified in the Schedule.

### 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 judgement that might be obtained. Under Insured event 5 Contract & debt recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- 2) In criminal prosecution claims where the **insured**
  - a) pleads guilty, a greater than 50% chance of 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.

### **Start Date**

The date and where applicable time stated in the Schedule upon which **your** cover begins following **your** acceptance of **our** terms and conditions and payment of the **premium**.

### **Territorial limit**

- 1) For Insured events 2 Legal defence and 5 Contract & debt recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. [https://europa.eu/european-union/index\\_en](https://europa.eu/european-union/index_en)
- 2) 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**.

### **You/Your**

The individual, partnership or corporate body named in the schedule, including any subsidiary and/or associated companies declared to us.

## 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

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. From 1 April 2019 the FOS will normally deal with complaints from small business with an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. They can be contacted at:

- 0800 023 4567 or 0300 1239 123
- 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. You can read more about our complaints procedure on our website: <https://www.arag.co.uk/contact/making-a-complaint>.