



**MEDICAL PROFESSIONAL LIABILITY (MEDICAL MALPRACTICE)  
& PUBLIC LIABILITY INSURANCE FOR INDIVIDUALS AND SMALL COMPANIES**

**POLICY ADD ONS**

**Policy Number:** 0055964.1.3

**Policy Period:** 19/08/2024 to 07/02/2025

## Excess Protection SCHEDULE

Name of Policyholder:	<b>Marcela Balcescu</b>
Business Name:	<b>Bioquantum Ltd</b>
Address:	<b>23 Chiltern Avenue, High Wycombe, HP12 3UR</b>
Insurance Broker:	<b>Insync Insurance Solutions Ltd</b>
Policy Number:	<b>TMXS1000 – 0055964</b>
Cover Start Date of Insurance:	<b>19/08/2024</b>
Date of Expiry of Insurance:	<b>07/02/2025</b>
Business Description:	<b>Aesthetics Practitioner Excess up to £1,000 in Aggregate</b>
Length:	<b>12 months</b>

Any other Information:


Net:	<b>£122.32</b>
IPT (@ 12%)	<b>£14.68</b>
Gross:	<b>£137.00</b>

**Subject to the Terms, Conditions and Exceptions of the full Tradesman policy wording which follows this document.**

Underwritten by Complectus / Axa Inter Partner Assistance.  
 Authorised and subject to regulation by the Financial Conduct Authority.

### How To Claim

Please see your Policy Wording for full claim details.

# Commercial & Fleet Excess Insurance

## Insurance Product Information Document

Commercial & Fleet Excess cover is underwritten by Inter Partner Assistance SA UK Branch. Inter Partner Assistance SA is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from Inter Partner Assistance on request. Financial Services Register number 202664. Registered in the United Kingdom.

**Company: Inter Partner Assistance**

**Product: Sparta Commercial & Fleet Excess Insurance**

The information provided in this document is a summary of the key features and exclusions of the policy and does not form part of the contract between us. Complete pre contract and contractual information about the product is provided in your policy documents and policy.

### What is this type of Insurance?

Commercial & Fleet Excess Insurance is insurance that allows you to recover an excess you are liable for following a successful claim under your main motor insurance policy.



#### What is Insured?

- ✓ Reimbursement of an amount equal to the excess in relation to each settled claim on your main insurance policy up to the annual aggregate limit
- ✓ Unsuccessful recovery of the excess cost from a third party within six months of making a valid claim under your main insurance policy



#### What is not Insured?

- ✗ Claims that do not arise from a main insurance policy
- ✗ Any claim made within 30 days of the commencement date of this policy unless this insurance was taken out at the same time as your main insurance policy or this insurance was purchased by you at the time of renewal of your previous home and motor excess insurance policy
- ✗ Any claim not notified to us within 6 months of settlement of your main insurance claim or a claim against a relevant third party
- ✗ Excess payments in respect of claims refused by your main insurance policy
- ✗ Excess payments which have been waived or reimbursed by a third party
- ✗ Claims of a lower value than the value of excess under your main insurance policy
- ✗ Any claim made against this policy where the total fleet of vehicles operated by the insured person exceeds the number of vehicles covered by this policy.



## Are there any restrictions on cover?

- ! Limit of cover is your aggregate limit as specified in your certificate
- ! The maximum level of cover for any one claim is £2,000
- ! Once you have made claims which total the annual aggregate limit, no further payments will be made under this policy and this excess insurance policy will lapse. You will then be liable for all and any future excess payments
- ! You must have all the relevant documentation to support that you are the owner and keeper of the vehicle or where the vehicle is leased by you, you must have all the relevant documentation to support that you are legally responsible for the vehicle under the leasing agreement; or where you are legally responsible for the vehicle you must have all the relevant documentation to support that you are legally responsible for it.
- ! The number of vehicles covered by this policy should match that of the insured fleet for which this policy was purchased.



## Where am I covered?

- ✓ The cover provided in the United Kingdom



## What are my obligations?

- You should pay your premium for the policy
- You must provide receipts for any reimbursement based claims
- You must report any incident giving rise to a claim on this policy to your main insurer and you must actively pursue repairs or settlement of your claim
- You must take reasonable steps to safeguard against loss or additional exposure to loss



## When and how do I pay?

You must pay the premium or instalment on demand



## When does the cover start and end?

- Irrespective of the commencement date of this policy, after commencement it will then run concurrently with your main Insurance policy and end on the same date as your main insurance policy.
- A cooling off period applies, during which you have the right to cancel your policy for any reason back to the start date

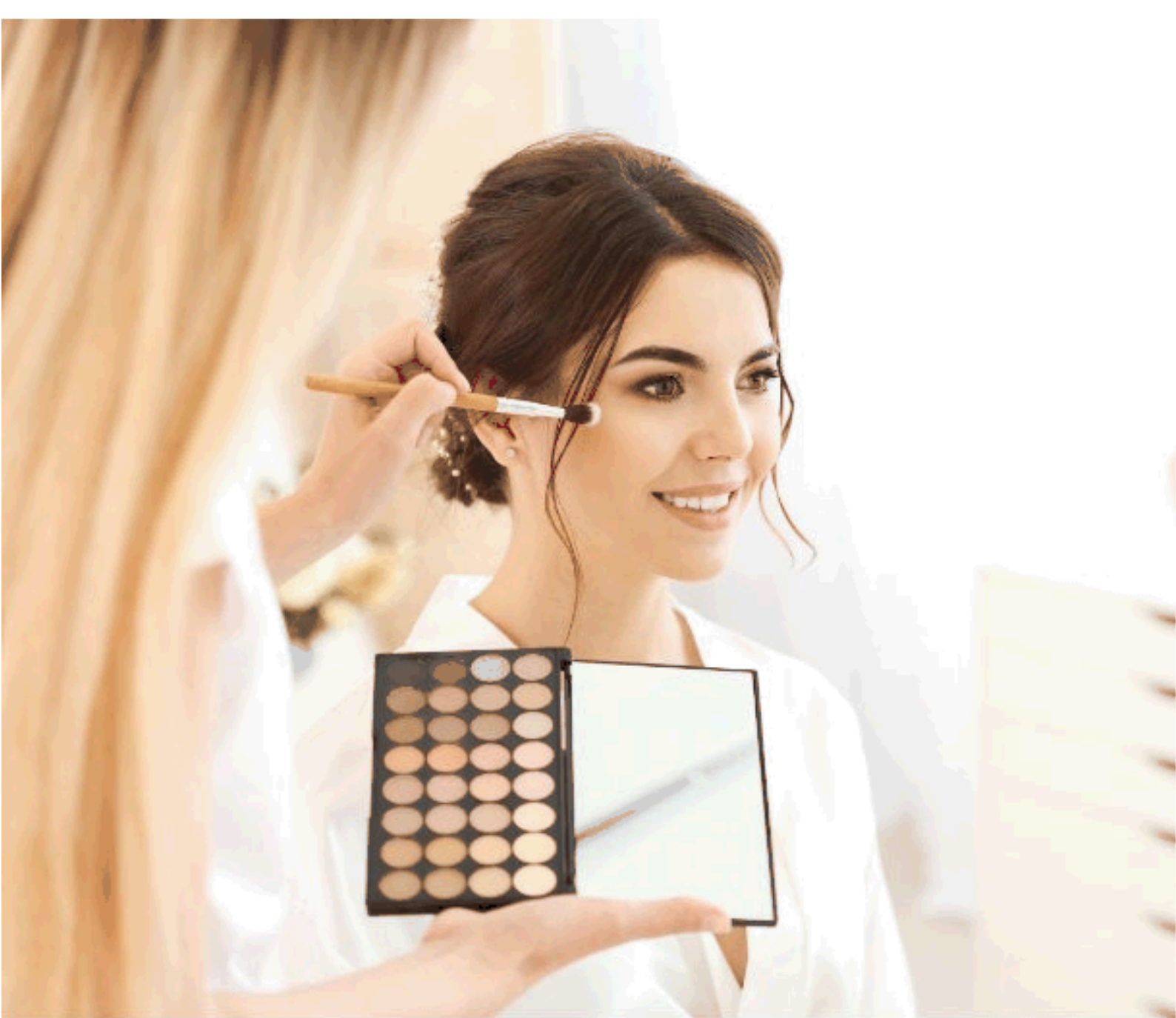


## How do I cancel the contract?

A full refund will be made if:

- You contact us within 14 days of receiving your policy documents: and
- You cancel to the start of the policy
- You have not made, and do not intend to make a claim: and
- No incident has occurred which may mean you need to make a claim

Otherwise a proportion of your premium will be returned in line with the amount of time cover was in place, as long as no claims have been made, and if cancelled after 14 days an administration fee will be deducted



# **Tradesman Excess Protection**

## Policy Wording

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

# COMMERCIAL COMBINED EXCESS INSURANCE

## POLICY WORDING

### Section 1: Policy Structure

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. It explains what is covered and what is not covered. There are also exclusions and conditions that **you** must follow for the policy to work. The cover **you** hold is set out in the accompanying **certificate of insurance**.

This policy is provided on behalf of Sparta. Sparta Insurance Services Group Limited an appointed representative of Novitas Underwriting Agency Limited, a private company with registered number 03106533 whose registered office is 167 Turners Hill, Cheshunt, Herts, EN8 9BH and is registered as an insurance intermediary with the Financial Conduct Authority number 307931 (the "Principal Coverholder").

### Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from **us** on request. Our FCA Register number is 202664. **You** can check this on the FCA's register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768.

### What makes up this policy?

These commercial combined **excess** insurance **policy** terms and conditions and **your certificate of insurance** form **your** insurance contract.

### Cooling off period

If **you** find that this cover does not meet **your** needs, please contact **your** supplying broker within 14 days of receiving this document and **we** will cancel this policy. **You** will receive a refund of **your** premium provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £20 provided **you** have not made any claims.

**We** may cancel this policy by giving **you** at least 14 days notice at **your** last known address. We may cancel this policy with immediate effect if:

- You make or try to make a fraudulent claim under your policy
- You are threatening or abusive to our staff
- You repeatedly or seriously break the terms of this policy

If **we** cancel the policy, **we** will refund the premium paid for the remainder of the current **period of insurance**, unless a claim has been made. **We** reserve the right to refuse renewal of any individual policy.

### Jurisdiction and law

This commercial combined **excess** insurance **policy** is governed by the laws of England and Wales.

### Demands and needs

This commercial combined **excess** insurance **policy** meets the demands and needs of a **policy holder** seeking to protect the **excess** they are liable for following a successful claim under their **main insurance policy**.

# COMMERCIAL COMBINED EXCESS INSURANCE

## POLICY WORDING

### Definitions

Wherever the following words and phrases appear in bold in this document, they will always have the following meanings:

**Annual aggregate limit** means the total amount **you** have bought under **your** commercial combined **excess** insurance **policy** as stated in **your certificate of insurance**.

**Business premises** means the address of the **insured's** place of business matching that covered by the **Commercial Insurance**.

**Commercial Insurance** is the insurance policy issued by an authorised UK **Insurer** in respect of the **Insured's** business. The policy number of the **Commercial Insurance** will be shown on the policy schedule.

**Excess** means the amount you must pay towards any claim under **your Commercial Insurance policy**. The **excess** is the first part of any payment of a claim. Payment of the excess will not include any administration or other fees which you may be charged by your insurer under the primary policy. Such fees are not recoverable under your excess policy. **Insurer** means an authorised UK Insurer.

**Period of insurance** means the period of time which this commercial combined **excess** insurance **policy** applies to and that is shown on **your certificate of insurance**.

**Settled claim** means a valid claim paid under **your Commercial Insurance policy**.

**We/Us/Our** means Inter Partner Assistance (the insurer) and AXA Assistance (UK) Ltd (the administrators of this policy) both of The Quadrangle, 106-118 Station Road, Redhill, Surrey, UK, RH1 1PR.

**You, Your, Insured** is the party referred to at the top of the policy schedule and who's name also appears on the **Commercial Insurance** certificate of insurance. The person or company shown as the **Insured** on the policy schedule.

### What is covered

**We** will pay **You** an amount equal to the **Excess** in relation to each **Settled Claim** on **Your Commercial Insurance Policy** up to **Your Annual Aggregate Limit**. The maximum amount payable under this **Policy**, with the level of coverage (which is subject to the appropriate premium having been paid), is the amount the **Insured** would have to pay, which is the first amount of any claim, shown in the schedule of the **Insured's Commercial Insurance**. Only when the **Excess** of the current and valid **Commercial Insurance** is exceeded will this **Policy** respond to its full value. There are various levels of cover available, please refer to **Your** policy schedule for **Your Annual Aggregate Limit**.

**You** are eligible for cover if:

- **Your** main place of business is in the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man); and
- With a valid **Commercial Insurance** in force.
- Where the turnover of the **Business Premises** covered under this **Policy** (up to a maximum of three **Business Premises**) is less than £75,000,000 per location.

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

# COMMERCIAL COMBINED EXCESS INSURANCE

## POLICY WORDING

### General conditions

The following general conditions apply to the whole of this Commercial Combined **Excess** Insurance **Policy**. These describe **Your** responsibilities, general information and the procedures that apply in certain situations

**You** must comply with the following conditions to have the full protection of **Your Policy**.

- This **Policy** will continue to respond for the **Period of Insurance** or until the chosen **Annual Aggregate Limit** on this **Policy** is exhausted; whichever comes first.
- If **You** were covered by any other insurance for the **Excess** payable following the incident which resulted in a valid claim under this **Policy**, **We** will only pay **Our** share of the claim.
- The **Commercial Insurance** in force must be a current and valid insurance policy that is provided by an FCA regulated and authorised UK **Insurer**.
- The **Insured** as stated on the policy schedule must match the lead name of the **Insured** on the main **Commercial Insurance** that has responded and to which this **Policy** will respond to the amount of the **Excess**.
- Only when the **Excess** of the current and valid main **Commercial Insurance** is exceeded and following a successful claim payment will this **Policy** respond.
- In the event that any misrepresentation or concealment is made by the **Insured** or on the **Insured's** behalf in obtaining this **Policy** or in support of any claim under this **Policy**, then the **Policy** is voided and no refund of premium will be given.
- This **Policy** will only respond to the **Commercial Insurance** shown on the policy schedule as identified by the name of the **Insured**; the **Business Premises** address, as shown on the policy schedule; and the **Commercial Insurance** policy number.
- Any **Excess**, up to the **Annual Aggregate Limit**, incurred under the following sections, or the equivalent of, the **Commercial Insurance** are covered:
  - Material Damage
  - Business Interruption
  - Employers Liability
  - Public Liability
  - Product Liability
  - Errors and Omissions
  - Contract Works
- This **Policy** will only cover any **Excess** paid (up to the **Annual Aggregate Limit** and during the **Period of Insurance**) as a result of a claim for one of the **Insured's Business Premises**. Each **Policy** shall cover a maximum of three **Business Premises**. Should the **Insured** have more than three **Business Premises** then a further **Policy** shall be required for every three additional locations.
- **You** must comply with the following conditions to have the full protection of **Your Policy**.

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338



## COMMERCIAL COMBINED EXCESS INSURANCE

### POLICY WORDING

#### Conditions applicable:

Change of ownership	This <b>Policy</b> is non-transferable.
Keeping to the terms of this policy	<b>We</b> will only give <b>You</b> the cover that is described in this <b>Policy</b> if any person claiming cover has met with all the terms of the <b>Excess Protection insurance Policy</b> , as far as they apply.
Fraud	If a claim is fraudulent in any respect or if fraudulent means are used by <b>You</b> , or by anyone acting on <b>Your</b> behalf to obtain any benefit under this <b>Policy</b> , all benefit under this <b>Policy</b> shall be forfeited in respect of that claim. In such circumstances <b>We</b> will cancel coverage under this <b>Policy</b> and <b>We</b> will not return any premium.
Misrepresentation	This <b>Policy</b> shall be voidable at <b>Our</b> discretion in the event of misrepresentation or non-disclosure by <b>You</b> of any facts relevant to a decision by the <b>Insurer</b> on whether or not <b>You</b> should be <b>Insured</b> .
Reasonable precautions	<b>You</b> must take reasonable steps to safeguard against loss or additional exposure to loss.
Right of recovery	<b>We</b> can take proceedings in <b>Your</b> name but at <b>Our</b> expense to recover for <b>Our</b> benefit the amount of any payment made under this <b>Policy</b> .

#### What is not covered (Exclusions)

1. Any claim that **Your** main **Commercial Insurance** does not respond to or where the **Excess** is not exceeded.
2. Any claim which occurs within 30 days of the start date of this **Policy** as shown on **Your** policy schedule.
3. Any claim on the main **Commercial Insurance** which occurred prior to the attachment date of this **Policy** as shown on the policy schedule.
4. Any claim notified to **Us** more than 6 months following the settlement of **Your** claim by **Your** main **Commercial Insurance** Insurer.
5. Any contribution or deduction from the settlement of the **Insured's** claim against the **Insured's** main **Commercial Insurance** other than the stated **Excess**, for which the **Insured** has been made liable.
6. Where a third party has waived or reimbursed the **Insured** and made good which is the first amount of any claim, shown in the schedule under own damage of the **Commercial Insurance**.
7. Any liability the **Insured** accepts by agreement or contract, unless the **Insured** would have been liable anyway.
8. Any claim that is refused on the **Insured's** main **Commercial Insurance**.
9. Any claim where the **Insured** incident under the **Commercial Insurance** policy took place outside of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).
10. Where the turnover of the **Business Premises** covered under this **Policy** (up to a maximum of **3 Business Premises**) is equal or higher than £75,000,000 per location.

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

## COMMERCIAL COMBINED EXCESS INSURANCE

### POLICY WORDING

11. If **You** were covered by any other insurance for the **Excess** payable following the incident, which resulted in a valid claim under this **Policy**, **We** will only pay **Our** share of the claim
12. Any losses caused by war, revolution or any similar event.
13. Any losses caused by:
14. ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste
15. which results from burning nuclear fuel; or
16. radioactive, toxic, explosive or other dangerous properties of any nuclear machinery or any part of it.

#### **How to Make a Claim**

**Your** claim will be handled by AXA Assistance (UK) Ltd. To make a claim **we** will ask **you** to submit supporting documentation listed below. It is important **you** submit all the documentation requested, as **we** will be unable to process **your** claim until received.

1. Scheme Code: 10338
2. A copy of **Your** completed claim form
3. The acknowledgement from AXA Assistance (UK) Ltd which contains **Your** claim number
4. A copy of **Your** Commercial Combined **Excess** insurance policy schedule.
5. A copy of **Your** settlement letter from the **Insurer** of the **Commercial Insurance**, which must state the amount settled and the **Excess** deducted.

- Via the internet:

Visit our claims web site: <https://www.excessclaim.co.uk> where **you** will be able register **your** claim on line.

Or

- By Phone

Please call AXA Assistance on 0345 600 0034 to notify **your** claim. **You** will receive a claim form to complete and will be asked to send us copies of **your** documents.

Our internet solution allows **you** to enter all the necessary details **we** require to settle **your** claim. **We** recommend **you** use the web link as **you** will need to post documents to **us** if **you** contact **us** by phone, which could result in delays of **your** claim being settled.

**Please note Claims or incidents that may give rise to a claim should be notified directly to us within 6 months of the date of the incident.**

**FAILURE TO FOLLOW THESE STEPS MAY DELAY OR JEOPARDISE THE PAYMENT OF YOUR CLAIM.**

#### **Cancellation – Your rights**

If you find that this cover does not meet your needs, please contact **your** supplying broker within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a full refund of your premium, provided you have not made any claims.

If you cancel the policy outside the 14 day period you will receive a refund of your premium proportionate to the amount of time left to run on the policy, less an administrative charge of £20 provided you have not made any claims.

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

# COMMERCIAL COMBINED EXCESS INSURANCE

## POLICY WORDING

### Cancellation – Our rights

We may cancel this policy by giving you at least 14 days written notice at your last known address for the following reasons;

- If you fail to make payment of premiums we will send you a reminder to do so. If we do not receive payment after two reminders we will cancel your policy with immediate effect and notify you in writing that such cancellation has taken place;
- We may cancel this policy without giving you prior notice if, by law, or other similar reasons we are unable to provide it.

If we exercise our rights to cancel the policy under this section, we will refund the premium paid proportionate to the remaining period of insurance, provided you have not made any claims.

We reserve the right to refuse renewal of any individual policy.

We may cancel this policy 'with immediate effect if:

- You make or try to make a fraudulent claim under your policy;
- You are abusive or threatening towards our staff;
- You repeatedly or seriously break the terms of this policy.

We will continue to honor any claims made before cancellation.

### Renewal Process

**Your** insurance broker will contact **you** before **your** renewal date to discuss **your** renewal options including any changes to the policy that will apply from when **you** renew the policy. If **you** do not want to renew **your** policy or want to change any of **your** details, please let **your** insurance broker know at least 15 days before **your** renewal date.

### Complaints Procedure

**We** do everything possible to make sure that **you** receive a high standard of service. If **you** are not satisfied with the service that **you** receive, please contact:

The Quality Manager  
Inter Partner Assistance SA  
The Quadrangle,  
106 - 118 Station Road  
Redhill, Surrey, UK  
RH1 1PR  
Telephone 01737 815 215 or email [quality.assurance@axa-assistance.co.uk](mailto:quality.assurance@axa-assistance.co.uk)

If **we** have given **you our** final response and **you** remain dissatisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS). Their address is:

Exchange Tower  
London  
E14 9SR  
Telephone 0800 023 4567  
Email: [complaint.info@financial-ombudsman.org](mailto:complaint.info@financial-ombudsman.org).

### Compensation Scheme

We are a member of the Financial Services Compensation Scheme (FSCS). The FSCS offers protection for customers of financial services firms. **You** can get more information at [www.fscs.org.uk](http://www.fscs.org.uk).

Version: V2MAY2018 – Commercial Combined Excess Policy Wording – Scheme Code: 10338

# COMMERCIAL COMBINED EXCESS INSURANCE

## POLICY WORDING

### Data Protection

Details of you, your insurance cover under this policy and claims will be held by us (acting as data controllers) for underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention, subject to the provisions of applicable data protection law and in accordance with the assurances contained in our website privacy notice (see below).

We collect and process these details as necessary for performance of our contract of insurance with you or complying with our legal obligations, or otherwise in our legitimate interests in managing our business and providing our products and services.

These activities may include: a. use of sensitive information about the health or vulnerability of you or others involved in your insurance claim, in order to evaluate your claim and provide other services as described in this policy, b. disclosure of information about you and your insurance cover to companies within the AXA group of companies, to our service providers and agents in order to administer and service your insurance cover, to provide you with an insurance excess claims service, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law; c. monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control; d. obtaining and storing any relevant and appropriate evidence of the condition of the property subject of the excess claim, which you have provided for the purpose of validating your claim; and e. sending you feedback requests or surveys relating to our services, and other customer care communications.

We will separately seek your consent before using or disclosing your personal data to another party for the purpose of contacting you about other products or services (direct marketing). Marketing activities may include matching your data with information from public sources, in order to send you relevant communications. You may withdraw your consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area (the European Union plus Norway, Liechtenstein and Iceland) and Switzerland, across which the data protection laws provide a similar level of protection.

By purchasing this policy and using our services, you acknowledge that we may use your personal data, and consent to our use of sensitive information, as described above. If you provide us with details of other individuals, you agree to inform them of our use of their data as described here and in our website privacy notice (see below).

You are entitled on request to a copy of the information we hold about you, and you have other rights in relation to how we use your data (as set out in our website privacy notice – see below). Please let us know if you think any information we hold about you is inaccurate, so that we can correct it.

**COMMERCIAL COMBINED EXCESS INSURANCE**  
**POLICY WORDING**

If you want to know what information is held about you by Inter Partner Assistance or AXA Assistance, or have other requests or concerns relating to our use of your data, please write to us at:

Data Protection Officer The Quadrangle 106-118 Station Road Redhill RH1 1PR UK Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)

Our full data privacy notice is available at: [www.axa-assistance.co.uk](http://www.axa-assistance.co.uk). Alternatively, a hard copy is available from us on request.

Sparta's privacy notice can be viewed and is available at <https://www.sparta-group.co.uk/privacypolicy.aspx>

**Alternative Format**

Please contact **your** supplying broker if **you** would like to receive this information in an alternative format such as large print, audio or Braille.



# Essential Business Legal



Policy Reference: 0055964

Date: 19/08/2024

## Insured

Marcela Balcescu  
23 Chiltern Avenue

High Wycombe  
HP12 3UR

## Agent

Insync Insurance Solution Ltd  
9 Albany Park  
Cabot Lane  
Poole  
BH17 7BX

**Company name:** Bioquantum Ltd

**Business Description:** Aesthetics Practitioner

**Cover from:** 19/08/2024

**Cover Expiry:** 07/02/2025

## Operative covers:

Tax disputes Legal defence Loss of earnings	Legal and tax advice helpline Counselling assistance
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**ARAG on-line Legal Services:** [www.arag.co.uk/docs](http://www.arag.co.uk/docs) **Voucher Code:** X1232KC79BB5

## Cost of cover:

**Premium:** £31.25 **IPT at 12%:** £3.75 **Total Premium:** £35.00

**Limit of Indemnity:** £100,000 per claim

**Excess:** £0

## Further information:

Your policy has been issued on the basis of the information you provided at inception. Please check that the information shown is accurate and that the cover suits your needs.

## Endorsements:

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG is authorised and regulated by the Financial Conduct Authority firm registration number 452369. AmTrust Europe Limited is authorised and regulated by the Financial Conduct Authority and Prudential Regulation Authority. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0800 111 6768 (freephone), or 0300 500 8082.



# Essential Business Legal





# Why you need Essential Business Legal

Your business faces many challenges daily and from time to time unforeseen problems emerge. Essential Business Legal provides professional legal and financial support. For example, you can get a legal healthcheck, keep up to date with health & safety legislation, get access to free employment documentation and other business documents, resolve problems with neighbours, suppliers, customers or between business partners. Your executive team can benefit from a suite of additional covers.



## Legal advice and tax helplines

You can call our legal advice helpline and get immediate advice on all legal problems affecting your business 24 hours a day, 365 days a year. You can also obtain tax-related advice from our tax helpline or use our counselling assistance helpline which is available to your employees and their families.



## Business legal services website

Your policy unlocks free access to our Business legal services website, which allows you to create many online documents and guides which can help your business. Business legal services offers a wide range of documents from employment contracts and settlement agreements to leases and Health & Safety statements. For a small additional charge, you can have complex documents checked by a solicitor. Once you have registered to use the site we will keep in touch to let you know about forthcoming changes that may affect you.

Expertise when you  
need it most.



## What we cover

We can help you to overcome a range of common business problems, for example:

- you need expert legal advice quickly
- a dispute with an employee escalates and can't be resolved
- you receive notice of an enquiry into your tax or VAT returns
- a Health & Safety inspection ends with a threat to prosecute your business
- a neighbouring business restricts access to your premises
- your business attracts adverse publicity which threatens to damage your reputation and you need PR advice

## Why choose ARAG?

We are part of ARAG SE, 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 of more than €1.8 billion. Our UK operation provides a nationwide service from our Bristol Head Office. We provide innovative and affordable products to companies and their directors and partners.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.





## What is covered?

The summary table on pages 6 and 7 provides all the information that you need to consider before deciding whether to buy this cover but the information below will also help you. If you require full details of our policy terms and conditions please ask to see a policy wording.

## Tax disputes

No business welcomes an unexpected visit from the taxman and any investigation by HMRC can be lengthy and expensive. Our tax advisors will represent your business if you are investigated or where a dispute arises following a compliance check by HMRC.

## Legal defence

All businesses operate within a complicated framework of legislation. Our Business legal services website can help you to remain compliant but if things go wrong we will pay the legal costs to defend your business throughout a criminal investigation or prosecution, including motoring offences.

## Loss of earnings

The insurer will pay salary or wages for time that is lost due to an employee's absence from work to attend court or tribunal at the request of the lawyer acting for you under the policy or to perform jury service.

# Important information

## Important conditions

You must always contact us first before appointing a solicitor or accountant to act for you. If you fail to do this you may prejudice your position and the insurer will not pay costs that they would not have agreed to pay under the terms of your policy.

When we receive your claim, we will have it assessed for reasonable prospects of success. Provided that the event is covered by the policy and your claim is more likely than not to succeed, we will help you under the terms of your policy. We will recommend mediation to resolve your dispute where appropriate or we will appoint a solicitor, accountant or other suitable expert to act for you from our nationwide panel of specialist firms. The members of our panel are carefully selected based on their expertise and work under strict service standards. They are also audited regularly to ensure they provide the best possible service to our customers.

## What happens if I change my mind after taking out the policy?

The policy provides you with a 14-day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in Condition 9 of the policy wording.

## 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).

The tables on the next page show a summary of cover. For full terms and conditions of the policy, please read the policy wording.

## Claims procedure

Telling us about your claim

- 1) Under no circumstances should you instruct your own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
- 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 your 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.

## Summary table

Significant features & benefits	Significant exclusions or limitations
The insurer will pay legal costs & expenses and employment compensation awards up to the sum shown in your policy schedule or as otherwise stated in the policy including the cost of appeals for the following:	<ul style="list-style-type: none"> <li>• It must always be more likely than not that your claim will be successful.</li> <li>• You must report your claim during the period of insurance and as soon as you become aware of the circumstances that could lead to a claim.</li> <li>• Unless there is a conflict of interest we will choose an appointed advisor until proceedings need to be issued.</li> <li>• Legal costs, expenses or compensation awards incurred before we accept a claim.</li> <li>• Costs that exceed the sum we would have agreed to pay a solicitor on our panel, if the insured chooses to use their own representative.</li> </ul>
1) Tax disputes A formal tax enquiry by HMRC, where a dispute arises following a compliance check by HMRC in relation to your business tax affairs, or where a dispute arises about VAT.	<ul style="list-style-type: none"> <li>• Any claim where you have been careless or have not met legal timescales.</li> <li>• An investigation by the Fraud Investigation Service of HMRC.</li> <li>• Tax avoidance.</li> </ul>
2) Legal defence We will defend the insured <ul style="list-style-type: none"> <li>• in an investigation that could lead to prosecution</li> <li>• if criminal proceedings are brought.</li> </ul> Cover for motor-related investigations and prosecutions is included.	
3) Loss of earnings The insurer will pay loss of earnings if an employee has to attend court or tribunal for a claim under this policy or because they are called for jury service.	
Legal & tax advice helpline Access by telephone to legal and tax experts for UK and EU-wide legal advice and UK tax advice.	<ul style="list-style-type: none"> <li>• Advice will not be put in writing.</li> <li>• Advice is restricted to business legal matters.</li> <li>• Advice on UK tax law is available Monday to Friday between 9am and 5pm (except bank holidays).</li> <li>• We cannot advise on financial planning or financial services products.</li> <li>• Services are subject to fair and reasonable use.</li> </ul>
Counselling assistance Qualified counsellors will provide 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.	
Business legal services website Register using your voucher code to download legal documents that can assist with day-to-day issues that affect your business.	<ul style="list-style-type: none"> <li>• Documents are for business use.</li> <li>• Some documents only apply for England &amp; Wales.</li> <li>• Most documents are free but a few attract a modest charge.</li> <li>• Legal review services are subject to a fee.</li> </ul>
	Territorial limit The UK, Channel Islands and the Isle of Man, except for Legal defence where cover extends to EU countries, Norway and Switzerland. Period of insurance Unless otherwise agreed the period of insurance shall be for 12 months. Legal costs & expenses <ul style="list-style-type: none"> <li>• Reasonable costs incurred by the appointed advisor.</li> <li>• The other side's legal costs.</li> <li>• Basic wages and salary in respect of Loss of earnings cover.</li> </ul>

# 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](mailto: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](mailto:complaint.info@financial-ombudsman.org.uk)



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

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



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

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369

ARAG plc is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

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

# Essential Business Legal Policy Document



# Essential Business Legal

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



Legal and other helpline services



Business legal services website Claims



procedure.

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

## Telephone helplines

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  
0344 571 7978

Counselling service  
0333 000 2082

## Business legal services

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

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

Most legal documents are free for you to download but a modest fee is payable for a few documents.

## Main benefits of Essential Business Legal

Protection for legal costs arising from:

- tax investigations & VAT disputes
- legal defence
- loss of earnings.

## 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.



# 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.

## 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.



## Important **information** (continued)

### Business legal services

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

#### Getting started

Click on the “How our services work” button on the home page 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.



You can visit our website to see a [video](#) about this service.

#### 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.

Look out for this symbol . You will find helpful guidance notes and pop-up examples as you build your documents.

#### More help?

If you have problems using the website please contact our digital technical support team. Contact details can be found on 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.



You can visit our website to see [videos](#) about making your claim and what happens next.

## Important information (continued)

### Privacy statement

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

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with 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)

## Essential **Business Legal**

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

### Your policy cover

Following an Insured event, the insurer will pay legal costs & expenses including the cost of appeals, 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**

<p>1 Tax disputes</p> <ul style="list-style-type: none"><li>a) A formally notified enquiry into your business tax.</li><li>b) A dispute about your compliance with HMRC regulations relating to your employees, workers or payments to contractors.</li><li>c) A dispute with HMRC about Value Added Tax. Provided that:<ul style="list-style-type: none"><li>a) you keep proper records in accordance with legal requirements and</li><li>b) in respect of any appealable matter you have requested an Internal Review from HMRC where available.</li></ul></li></ul>	<p>What is not covered under Insured event 1</p> <p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"><li>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</li><li>2) an investigation by the Fraud Investigation Service of HMRC</li><li>3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements</li><li>4) any enquiry that concerns assets, monies or wealth outside of the United Kingdom</li><li>5) your failure to register for VAT.</li></ul>
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<p>2 Legal defence</p> <ul style="list-style-type: none"><li>a) A criminal investigation and/or enquiry by:<ul style="list-style-type: none"><li>i) the police or</li><li>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 prosecuted.</li></ul></li><li>b) The charge for an offence or alleged offence which leads to the insured being prosecuted in a court of criminal jurisdiction.</li></ul>	<p>What is not covered under Insured event 2</p> <p>Any claim relating to a parking offence.</p>
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 The Government have published a [four-part guide](#) containing information and advice about the criminal court process that you may find useful if you are required to appear in court as a defendant.

<p>3 Loss of earnings</p> <p>The insured's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<p>What is not covered under Insured event 3</p> <p>Any sum which can be recovered from the court.</p>
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 [www.gov.uk/jury-service/what-you-can-claim](http://www.gov.uk/jury-service/what-you-can-claim)

## 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
- 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
- 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.

## Policy conditions (continued)

### 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 interestthe insured may choose a qualified appointed advisor except, where the insured's claim is to be dealt with by the Employment Tribunal, we shall always choose the appointed advisor.
- c) Where the insured wishes to exercise the right to choose, the insured must write to us with their preferred representative's contact details.
- 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.

### 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 an insured makes any claim which is fraudulent or false, the policy may become invalid 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

## Policy conditions (continued)

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. Cancellation

- a) You may cancel the policy:
- i) within 14 days of the date of its purchase with a full refund of premium paid provided that a claim has not been accepted; or
  - ii) at any other time by giving us at least 21 days written notice and the insurer will refund the premium for the time remaining of the period of insurance unless a claim has been or is later accepted by us in which case no refund of premium shall be allowed.
- b) Where there is a valid reason for doing so, the insurer has the right to cancel the policy at any time by giving you at least 21 days written notice. The insurer will refund the premium for the time remaining of the period of insurance. We will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
- i) where the party claiming under this policy fails to cooperate with or provide information to us or the appointed advisor in a way that materially affects our ability to process a claim, or our ability to defend the insurer's interests,
  - ii) where the insured uses threatening or abusive behaviour or language, or intimidates or bullies our staff or suppliers,
  - iii) where we have evidence that the insured has committed a fraudulent act.
- c) The insurer may also cancel the policy and refund the premium for the remaining period of insurance if at any time you:
- i) enter into a voluntary arrangement or a deed of arrangement or
  - ii) become bankrupt, are placed into administration, receivership or liquidation or
  - iii) have your affairs or property in the care or control of a receiver or administrator.

### 10. 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.

### 11. 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.

## Meaning of words & terms

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

### Appointed advisor

The

- 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.

### 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

SCOR UK Company Limited.

### 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.

## Meaning of words & terms (continued)

- 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) An insured's basic wages or salary under Insured event 3 Loss of earnings in the course of their employment with you while attending court or tribunal at the request of the appointed advisor or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.

### Period of insurance

The period shown in the schedule to which this policy attaches. (The period of insurance shall otherwise expire on earlier cancellation of this policy.)

### Reasonable prospects of success

- 1) Other than as set out in 2) and 3) below, a greater than 50% chance of the insured successfully pursuing or defending the claim and, if the insured is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- 2) In criminal prosecution claims where the insured
  - a) pleads guilty, a greater than 50% chance of 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.

### Territorial limit

- 1) For Insured event 2 Legal defence 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, SCOR UK Company Limited.

### You/Your

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

Signed by



Managing Director  
ARAG plc



## How we handle complaints

### Step 1

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



117 917 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



0300 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 by clicking here:

<https://www.arag.co.uk/contact/making-a-complaint>

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369

ARAG plc is authorised to administer this insurance on behalf of the insurer SCOR UK Company Limited ("SCOR"). SCOR is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202333. This can be checked by visiting the FCA website at <https://register.fca.org.uk/>

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