

Business Legal Expenses Insurance

This policy applies if endorsement CV9 appears on the schedule of your Motor Insurance policy. This cover is insured by Inter Partner Assistance and administered by Arc Legal Assistance.

There will be no cover under this policy unless **You** have sought and followed the advice of the **Legal Helpline** as to the procedure to be adopted and have received specific authorisation from the **Legal Helpline**:

1. Before carrying out any disciplinary procedure or action
2. Before the dismissal of an Employee
3. Before implementing a redundancy programme and before making an Employee redundant
4. On formal or informal notification of a grievance by an Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
5. Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)
6. On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Professional Adviser's** fees unless court **Proceedings** are issued, or a conflict of interest arises. Where, following the issue of court **Proceedings**, **You** have elected to use a **Professional Adviser** of **Your** own choice **You** will be responsible for any **Professional Costs and Expenses** in excess of **Our Standard Professional Costs and Expenses**.

This is a "Claims Made" insurance contract. It only covers claims notified to **Us** during the **Period of Insurance** and within 180 days of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Definitions

Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Limit** is £1,000,000.

Attendance Expenses

Means the actual loss of earnings of any **Employee**, or other officer of **Your's** for the period they are absent from work to attend at any court or tribunal hearing either:-

- a. As a witness on **Your** behalf and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- b. As a party to the **Proceedings** and at the request of the **Professional Adviser** in respect of a matter involving a valid claim under this insurance
- c. While attending Jury Service

For each half or full day of such attendance and shall be calculated on the basis that:

- i. The period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

The maximum payable in respect of one eight hour period shall be £100 per person.

Awards of Compensation

Basic and compensatory awards of compensation which **You** must pay as a result of judgment in a dispute under legislation following a claim under section of cover Employment Disputes and Compensation Awards;

Or

An out-of-court settlement of a claim under section of cover Employment Disputes and Compensation Awards', to which **We** have given **Our** prior written consent.

Business Premises

The business premises declared to and accepted by **Us**.

Dismissal

Has the meaning given by s.95 of the Employment (Rights) Act 1996, as amended. Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline**.

Director

Your Director(s) including executive officers.

Employee/Your Employee(s)

Any person under a contract of service with **You** in connection with the business insured under this policy.

Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance as stated below:

Aspect Enquiries: £200

Employment: £250

Contract: £500

All other sections: Nil

Geographical Limits

All sections: United Kingdom

HMRC

H.M. Revenue and Customs in the United Kingdom.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Professional Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

For the purposes of the **Limit**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers

Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Limit

The maximum sum payable by **Us** under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

The **Limits** for each section of cover are as stated below:

Jury Service: £5,000

Tax Disputes: £100,000 (aspect enquiries only, are limited to £2,000)

All other sections: £100,000

Period of Insurance

The period of cover declared to and accepted by **Us**.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Geographical Limits**.

Professional Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the **Insurers** to act for **You**, or, and subject to the **Insurers** agreement, where **Proceedings** have been issued, another legal adviser nominated by **You**.

Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice.

We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your

The person(s), company or companies declared to and accepted by **Us**.

Cover

This insurance provides indemnity in respect of **Professional Costs and Expenses** up to the **Limit** where:

- a. The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days of occurrence
- b. The **Insured Event** and any **Proceedings** take place within the **Geographical Limits**

Employment Disputes and Compensation Awards

What is insured:-

Professional Costs and Expenses incurred by You

- a. In defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
 - i. The contract of employment with **You**
 - ii. Actual or alleged breaches of their statutory rights under employment legislation
- b. **Awards of Compensation** made against **You** arising from claims under section a) above
- c. In defence of civil **Proceedings** under The Health and Safety at Work etc Act 1974

What is not insured:-

Claims

- Which are incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment
- Under the Transfer of Undertakings (Protection of Employment) Regulations 2006 or under sections 64 to 80 of The Equality Act 2010 and any amending legislation
- For protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 and any amending legislation or settlements in respect of such awards
- For redundancy payments
- Arising from the **Dismissal** of any **Employee** or change to an **Employees** terms of employment unless the **Dismissal** or change to an **Employees** terms of employment is handled in accordance with the advice provided and procedures laid down by the **Legal Helpline** as described in the conditions to this insurance

- Arising where the **Insured Event** was less than 90 days after the start of the first **Period of Insurance**, or less than 180 days after the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning
- For any **Awards of Compensation** made against **You** relating to trade union activities including membership or non-membership; or relating to pregnancy, maternity or paternity rights
- For any **Awards of Compensation** made because of **Your** failure to provide written reasons for **Dismissal**
- For any compensatory award specified in a reinstatement or re-engagement order or made because of **Your** failure to provide written reasons for a **Dismissal**
- For any award to the extent that it relates to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged contract of employment

Bodily Injury

What is insured

Professional Costs and Expenses and **Attendance Expenses** incurred by **Your Employee(s)** in the pursuit of **Proceedings** for damages, specific performance or injunction arising from or out of their death or bodily injury.

This cover extends to include members of **Your** family who suffer bodily injury following an event that also causes bodily injury to **You**.

What is not insured:-

Claims

- Made against **You** by an **Employee**
- For an accident/incident giving rise to bodily injury or death which occurred prior to the start of the first **Period of Insurance**
- For any sickness or disease or any naturally occurring condition or degenerative process
- For a condition which manifested itself prior to the start of the first **Period of Insurance**
- For the defence of any claim for bodily injury
- For medical negligence

Data Protection

What is insured

Professional Costs and Expenses and **Attendance Expenses** incurred by **You** in **Proceedings** arising from appeals against any enforcement or other notices served on **You** under Part 5 of the Data Protection Act 1998.

What is not insured:-

Claims

- Arising from a failure to register as a Data Controller
- For **Proceedings** against **You** alleging contempt of the Data Protection Tribunal
- Arising from a failure to respond to any notice served on **You** under the Data Protection Act 1998
- Arising from a failure to comply with any legislative requirement concerning the processing of sensitive data

Prosecution Defence for Employers and Employees

What is insured:-

Professional Costs and Expenses incurred by:

- a. **You** arising from any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b. **You** arising from appeals by **You** against the service of improvement and prohibition notices under The Health and Safety at Work etc Act 1974
- c. Your **Employee** (including **Directors** and officers), concerning any matter arising out of his or her duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction

What is not insured:-

Claims

Arising from deliberate discrimination by **You**, or an **Employee** (including **Directors** and Officers) amounting to an act of unlawful discrimination

For criminal prosecutions brought under Health and Safety legislation

For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction

- Arising from a motor prosecution

- Arising from **Your** prosecution alleging:

- a. Intentional obstruction of a person in the execution of a warrant issued under the Data Protection Act 1998 by **You** or by an **Employee**
- b. Arising from **Your**, or an **Employees** failure to give a person executing such a warrant the assistance they reasonably require for its execution

- Arising from prosecutions of **Employees** for matters which do not relate to their duties as **Your Employees**

Contract

What is insured

Professional Costs and Expenses arising from any dispute between **You** and a supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance**.

What is not insured:-

Claims

- For any **Insured Events** which occurs within 90 days of the start of the first **Period of Insurance**
- For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- For professional negligence
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor vehicle

Arising from a dispute over a financial services product, including payments which may be due under an insurance policy

Arising from a dispute with an **Employee** or former **Employee** arising from a contract of employment

Arising from any licence or franchise agreements

Property Protection

What is insured

Professional Costs and Expenses incurred in pursuit of **Proceedings** against a third party, other than an **Employee** or former **Employee**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss

by You.

What is not insured:-

Claims

Arising from a contract made between **You** and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property

- Arising from a lease or tenancy agreement applying to **Your Business Premises** and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf
- Involving:
 - a. Goods in transit
 - b. Goods hired or lent to third parties
 - c. Goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**
- Involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your Business Premises**
- Arising from an appeal against refusal of planning permission

Tax Disputes

What is insured

Professional Costs and Expenses incurred by **You** and arising directly from:

a. HMRC Enquiries and Disputes

- A full or aspect enquiry by **HMRC** into **Your** corporation tax return following the issue of formal notification by **HMRC**

Any challenge in writing by **HMRC** of the accuracy or completeness of returns submitted in accordance with the PAYE regulations following a compliance check or routine inspection undertaken by **HMRC** into the operation of PAYE.

An enquiry conducted into the employment status of **Your Employees** under the PAYE and/or NIC Regulations or Part 2, Chapter 8 of Income Tax (Earnings and Pensions) Act 2003 (IR35).

b. VAT Disputes

A dispute following a compliance check or routine inspection undertaken by **HMRC** of **Your** VAT record-keeping.

An enquiry held under Section 60 or 61 of the VAT Act 1994 or any matters handled by the National Investigations

- Service of **HMRC** providing that at the culmination of such investigation it is proved that **You** were not found guilty of dishonesty, fraud or fraudulent intent.

What is not insured:-

Claims

- a. Involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by Special Civil Investigations Office, Boards Investigation Unit of any other special office of **HMRC**
- b. Arising from or relating to attendance at a compliance and/or control review or routine inspection undertaken by **HMRC** (PAYE/NIC and/or VAT)
- c. Where deliberate miss-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities
- d. Where **You** have failed to give **Your** business status to the relevant authorities within a statutory period
- e. Which originate from any enquiry, investigation or dispute which existed before the first **Period of Insurance**
- f. Involving tax or National Insurance contributions avoidance schemes
- g. Which occurs during the first 60 days of the first **Period of Insurance**
- h. Where **You** have failed to maintain or submit accurate, truthful and up to date records, or where returns have not been submitted within statutory time limits or requirements
- i. Arising from a dispute as to whether an **Employee's** remuneration should fall under either PAYE or sub-contract rules
- j. In respect of any dispute arising under the National Minimum Wage Act 1998 or the Tax Credits Act 2002.
- k. In any claim where the policyholder has adopted a tax avoidance scheme.
- l. In respect of the preparation or rectification of self-assessment tax returns, accounts, P11Ds, P35s, VAT returns or any other statutory returns or for any professional fees incurred for the routine presentation of **Your** affairs, including the reconciliation of annual accounts with VAT returns.

Professional Costs and Expenses

- a. Incurred in dealing with technical or routine matters not connected with or arising out of an expression of dissatisfaction with **Your** affairs
- b. Incurred in dealing with any deficiencies in books, records, accounts or returns including the costs of repairing a return
- c. Arising after **You** receive a notice telling **You** that the enquiry has been completed
- d. Arising from or relating to a Tax Tribunal

Conditions applicable to Tax Disputes

- a. **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to **HMRC** and other agencies and have made all returns and payments except those which are disputed and provided information to these bodies where applicable
- b. **You** must contact the **Legal Helpline** as soon as possible on **0344 770 1047** after the **Insured Event** and comply with the advice given
- c. **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by **HMRC** to make an offer in settlement
- d. In respect of **HMRC** enquiries **Your Professional Adviser** must provide a copy of the **HMRC** notice of enquiry and a copy of the return giving rise to the enquiry

Jury Service

What is insured

Your Attendance Expenses for Jury Service.

Telephone Helplines

Business Legal Helpline

The helpline service may be used to discuss any business legal problem concerning **You**. Simply telephone **0344 770 1047** quoting 'Geoffrey Insurance Services – Business Legal Expenses' and ask to speak to a legal adviser. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

Debt Counselling Helpline

Managing money well is sometimes overlooked in the pressures of daily lives. **You** can talk about any financial concerns or worries through **Our** 24/7 Debt Counselling Helpline.

Expert confidential help is at hand through **Our** trained independent counsellors ready to assist with counselling, support, advice and help. If **Your** debt is complicated the counsellor can also direct **Your** call to **Our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once **You** are managing **Your** money concerns the support of **Our** counsellors is available 24/7 to help **You** find better ways to control future spending and deal with money related issues.

Simply telephone **0344 770 1036** and quote "Geoffrey Insurance Services – Business Legal Expenses".

General Exclusions

Exclusions applicable to all sections of cover

We will not be liable for:-

- a. Claims where **You** are engaged in the following trades:
 - Aircraft / aerospace
 - Gaming gambling and night clubs
 - Fairgrounds and amusement arcades
 - Waste / refuse disposal
 - Solicitors
 - Professional sporting clubs
 - Care/nursing homes
 - Educational establishments
 - Recruitment agencies

War and similar risks

Any consequence of:

- a. War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b. Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority

Radioactivity

Any expense, directly or indirectly arising from:

- a. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component

Professional Costs and Expenses incurred

a. Where the **Insured Event** had commenced or occurred:

- Before this policy started; or
- On, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim

- b. For the pursuit, continued pursuit or defence of any claim if the **Insurers** consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c. Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgment, **You** should have realised that a claim might occur
- d. Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover
- e. Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**
- f. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**
- g. Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings**
- i. In respect of the amount in excess of **Our Standard Professional Costs and Expenses** where **You** have elected to use a **Professional Adviser** of **Your** own choice
- j. Where the **Insured Event** occurs outside of the **Geographical Limits**
- k. In defending or pursuing new areas of law or test cases

Claims

- a. Where **You** fail to comply with the conditions of this insurance
- b. Arising from any deliberate criminal act or omission by **You**
- c. Involving prosecutions which allege dishonesty or intentional violence
- d. Notified to **Us** outside of the **Period of Insurance**
- e. Notified to **Us** more than 180 days after the **Insured Event**
- f. For an application for a judicial review
- g. Made by or against **You** against or by **Us**
- h. Directly or indirectly caused by, contributed to or arising from:
 - i. Subsidence or mining or quarrying activities
 - ii. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
 - iii. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv. Actual, planned or proposed works by or under the order of any government or public or local authority
 - v. Planning law including town and country planning legislation
 - vi. The construction of or structural alteration to buildings or parts of buildings
 - vii. Libel or slander or malicious falsehood
- g. Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**
- h. Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- i. Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- j. Which are false or fraudulent

What is not insured

Professional Costs and Expenses

- a. Incurred in avoidable correspondence
- b. Which are recoverable from a court, tribunal or elsewhere
- c. Incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate

Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.

The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.

Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

Conditions

Conditions

Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 7 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

Appointing a Professional Adviser

a. At any time before **Proceedings** are issued **We** will:

- i. Take over the claim and deal with it in **Your** name.
- ii. Appoint solicitors to act for **You** as **Professional Adviser**.

b. If **Proceedings** need to be issued:

- i. **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that they will co-operate with **You** to enable **You** to keep to the terms of this insurance. Where **We** agree to **Your** own choice of **Professional Adviser** this insurance will not cover any amount in excess of **Our Standard Professional Costs and Expenses**

- ii. If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **We** and **You** must accept their decision

c. If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**.

Conducting Proceedings

You will instruct the nominated **Professional Adviser** to:

- a. Provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b. To keep **Us** fully and promptly advised of the progress of the case, of any change in their view of prospects of success and/or their estimate of costs during the **Proceedings**. If they do not comply, all liability under this cover will cease

We will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

We will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

We will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

Co-operation

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

Investigation of the claim

We may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempt to reach a settlement of the **Proceedings**.

Information to be given to the Professional Adviser

You will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

Recovery of costs from third parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

Agreement

We will not be bound by any agreement to which **We** are not a party.

Disputes

In the event of any dispute arising between **You** and **Ourselves** which cannot be resolved in accordance with **Our** complaints procedure (available on request), or where provision has not already been made, the dispute may, where we both agree, be referred by **You** for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society.

Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties. The costs will be at the discretion of the arbitrator.

Prospects of Success

If at any time **We** consider **Your** prospects of success in the **Proceedings** are not good, or that **Your** interests can be achieved by other means, **We** will provide **You** with a written explanation of **Our** decision.

We will then be under no further liability to indemnify **You** in respect of the case.

In forming **Our** decision **We** may take into account: -

- a. The amount of money at stake
- b. The fact that a reasonable insured, without legal costs insurance would not wish to pursue this matter
- c. The prospects of being able to enforce a judgment

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **We** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

Applicable Law

United Kingdom law allows for the **Insurers** and **You** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

Language

The language for contractual terms and obligations will be English.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Value Added Tax

If **You** are registered for VAT, the **Insurer** will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

Customer Service Information

How To Make A Claim - Employment Cover

You will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

If **You** do not tell **Us** within 180 days and within the **Period of Insurance** about this event, any claim resulting from that event will not be covered.

Without prejudice to the generality of this condition:

- a. Immediately any of the following actions are contemplated, **You** must contact the **Legal Helpline**, quoting 'Geoffrey Insurance Services - Commercial Legal Expenses'

on **0844 770 1047** and follow the advice given before:

1. **Before carrying out any disciplinary procedure or action**
2. **Before the dismissal of an Employee**
3. **Before implementing a redundancy programme and before making an Employee redundant**
4. **On formal or informal notification of a grievance by an Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age**
5. **Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in an Employee's remuneration)**
6. **On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following an Employee walking out with or without notice**

Failure to seek and follow the advice of the helpline in any of the above situations will mean that any claim arising as a result of the action will not be covered.

- a. If **You** receive a form ET1 (claim form) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline** quoting 'Geoffrey Insurance Services – Commercial Legal Expenses'. This must be done immediately because of the statutory 28 days time limit for returning a response form (ET3) or responding on-line. The response form should be left blank for completion by **Your Professional Adviser**. Upon request, **You** must complete a claim form by visiting www.arclegal.co.uk/informationcentre and forward it to **Us** immediately. Alternatively, **We** will send **You** a claim form.
- b. If a former **Employee** requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline** quoting 'Geoffrey Insurance Services – Commercial Legal Expenses', not later than 7 days from the request and prior to the statement being given.
- c. If **You** intend to make a significant alteration to an **Employee's** terms of employment **You** must telephone the Legal Helpline quoting 'Geoffrey Insurance Services – Commercial Legal Expenses' first and follow their advice.

How To Make A Claim

(Other Than Employment Cover)

Potential claims must be notified to **Us** by telephoning the **Legal Helpline** quoting "Geoffrey Insurance Services – Business Legal Expenses" and before instructing a **Professional Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Helpline**. **Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary

Data Protection Act

Your details, **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right promptly. If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **You** are not satisfied with the delay **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us**. To be eligible to use the Financial Ombudsman Service **Your** business must have a turnover of under €2 million and fewer than 10 employees.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel 0344 770 9000
Email claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Tel 08000 234 567
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **We** or the **Insurer** are unable to meet their obligations, **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>

Authorisation

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance
The Quadrangle
106-118 Station Road
Redhill
Surrey RH1 1PR
Registered No: FC008998