

# Business Legal Expenses Policy Summary

Some important facts about your Business Legal Expenses insurance policy are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to make sure you understand the cover it provides.

The insurance cover summarised in this document is provided by Inter Partner Assistance, and administered on their behalf by Arc Legal Assistance Ltd.

Your legal expenses cover is valid for the same duration as the business insurance cover with which it is provided.

Your legal expenses cover applies to your business as described in your business insurance policy schedule, and directors, officers and employees of that business where they are acting in that capacity.

Significant features and benefits	Significant exclusions or limitations	Policy section
<p>Legal and Accountancy costs of up to £100,000 per claim are covered, up to a maximum of £1,000,000 in any one period of insurance.</p>	<p>This insurance covers the legal costs incurred by Arc Legal’s panel solicitors. You are not covered for any other legal representatives’ costs unless court proceedings are started or a conflict of interest arises.</p> <p><b>It is a key condition of this insurance that there must be reasonable prospects of success in taking legal action before a claim for legal costs will be accepted.</b></p> <p>For full details of policy exclusions please refer to the policy wording.</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> <li>■ Claims which arise, or where proceedings are brought outside of the United Kingdom</li> <li>■ Costs incurred without our prior consent</li> <li>■ Claims where you fail to provide evidence or information reasonably required to establish whether support under this cover can be provided</li> <li>■ Costs covered by another insurance policy</li> </ul> <p>For certain claims made under this policy you are required to pay a contribution, known as an excess. Details of the amount of the excess are shown in the policy wording. The maximum amount payable is £500.</p>	<p><b>All</b></p>

<p><b>Legal costs to:</b> Defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you.</p>	<p>To be covered you must contact us on the helpline number to obtain our authorisation before dismissing an employee or making any significant changes to their employment terms.</p>	<p><b>Employment Disputes and Compensation Awards</b></p>
<p><b>Legal costs to:</b> Pursue personal injury claims on behalf of your employees.</p>	<p>There is no cover for claims arising out of medical negligence.</p>	<p><b>Bodily Injury</b></p>
<p><b>Legal costs to:</b> Pursue your rights in an appeal against enforcement or other notices served on you under Part 5 of the Data Protection Act 1998.</p>	<p>Arising from a failure to register as a Data Controller.</p>	<p><b>Data Protection</b></p>
<p><b>Legal costs to:</b> Defend your, or your employees legal rights following a criminal prosecution relating to your business, and to fund an appeal against Health and Safety enforcement notices served on your business.</p>	<p>There is no cover for motoring prosecutions or prosecutions relating to deliberate discrimination.</p>	<p><b>Prosecution Defence for Employers and Employees</b></p>
<p><b>Legal costs to:</b> Pursue or defend a dispute with a supplier over a contract to supply goods or services.</p>	<p>Claims will only be covered where the contract started after you first purchased this cover.</p>	<p><b>Contract</b></p>
<p><b>Legal costs to:</b> Pursue a claim against a party causing damage to your property resulting in physical damage to that property and/or financial loss.</p>	<p>There is no cover for disputes relating to lease or license matters or involving motor vehicles.</p>	<p><b>Property Protection</b></p>
<p>Accountancy fees to deal with NIC Disputes, Business Full or Aspect Enquiries, PAYE Disputes and VAT Disputes.</p>	<p>There is no cover for claims involving allegations of fraudulent evasion of tax and any case dealt with by any special office of HMRC.</p> <p>There is no cover for any claim where you have failed to maintain or submit accurate, truthful or up to date records.</p>	<p><b>Tax Disputes</b></p>
<p>Attendance expenses incurred by you to attend jury service</p>		<p><b>Jury Service</b></p>
<p>Business Legal Helpline.</p>		
<p>Debt Counselling Helpline 24/7.</p>		

### **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.

### **To make a claim**

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on **0844 770 1047** and quote "**Geoffrey Insurance Services – Commercial Legal Expenses**". If you do not notify us within 180 days of becoming aware of a potential claim you will not be covered.

### **Complaints**

If you are unhappy with the service that has been provided, you should contact us at the address below.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

To be eligible to use the Financial Ombudsman Service your business must have a turnover of under €2 million and fewer than 10 employees.

For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

### **Our contact details are:**

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester CO4 5YD  
Tel: 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.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/>