

Essential Business Legal **Policy Document**



ARAG

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

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

Cover empowers the insured to protect their legal rights in the future. With support from ARAG, the insured and their business could be protected from legal costs arising from:

- Defending your legal rights prior to being charged by the police or Health & Safety Executive.
- Defending civil actions against you on grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion.
- Defending your legal rights following civil action taken against you following wrongful arrest in respect of an accusation of theft
- Representation to appeal against the terms of a Statutory Notice or to appeal to the Information Commissioner following refusal to registration application
- Representation at formal investigation or disciplinary hearings for Non-Medical Malpractice issues
- Representation to the High Court following a decision made by the General Chiropractic Council
- Representation at an inquest of a fatal enquiry where you may be implicated in the death of a patient

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 the helpline usage is becoming excessive they will tell the insured. 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 an insured has a legal or tax problem relating to their business, we recommend they 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 the insured's employees of their family members who are suffering from emotional upset or feeling worried and anxious about a personal or work related problem.

Important **information** (continued)

Business legal services

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 the insured can use it to save legal costs and to support the smooth running of your business. The insured will need to enter voucher code **X1232KC79BB5** when they register to use the website. Once the insured has registered they can access the website at any time to create and securely store their 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 the insured to identify which legal documents are likely to be most useful to their business. We have suggested legal documents and law guide contents that may help the insured in particular circumstances throughout this policy wording.

More help?

A review service is available for the most complex documents. Where it is available this service attracts a fee. The insured will need to order the review service before they start building their document if the insured requires it. Click on the Contact button to seek technical support if the insured has problems using the website. Our digital technical support team cannot give the insured 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 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, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk. The insurer's full privacy notice may be found at the following link: <https://www.hdi-specialty.com/int/en/legals/privacy>

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected.

Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to our full privacy statement.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Essential Business Legal

This **master policy** is evidence of the contract between the **master policyholder** and the **insurer**. The **master 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 the following requirements being met:

- 1) The **master policyholder** have paid the insurance premium.
- 2) The **insured** or an **employee** claiming under this **master policy** keeps to the terms of this **master policy** and cooperates fully with **us**.
- 3) Unless otherwise stated in this **master policy** the Insured event arises in connection with the business shown in the schedule 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** or their **employee** claiming under this **master policy** always agrees to use the **appointed advisor** chosen by **us** in any claim 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.

Insured **events covered**

1 Tax disputes

- a) A formally notified enquiry into **your business** tax affairs, or into the personal tax affairs of the **insured's** directors and/or partners.
- b) A dispute about the **insured's** compliance with regulations relating to:
 - i) Value Added Tax, or
 - ii) Pay As You Earn, or
 - iii) Social Security, or
 - iv) National Insurance Contributions, or
 - v) the Construction Industry Scheme, or
 - vi) IR35following a compliance check by HM Revenue & Customs.
- c) An enquiry into the **insured's** tax affairs, or into the personal tax affairs of the **insured's** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.

Provided that:

- i) all returns are completed and have been submitted within the statutory timescales permitted
- ii) the **insured** keeps proper records in accordance with statutory requirements
- iii) in respect of any appealable matter the **insured** has requested an Internal Review from HM Revenue & Customs where available.

What is not covered under Insured event 1

Any claim arising from or relating to:

- 1) tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements
- 2) an investigation by the Fraud Investigation Service of HM Revenue & Customs
- 3) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- 4) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5) the **insured's** failure to register for VAT.

2 Legal defence

- a) A criminal investigation and/or enquiry by:
 - i) the police or
 - ii) a health & safety authority or
 - iii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **insured** or an **employee** being prosecuted.
- b) An offence or alleged offence which leads to the **insured** and/or an **employee** being prosecuted in a court of criminal jurisdiction.
- c) A motor prosecution brought against the **insured's** directors and/or partners which does not relate to the business.
- d) As an **employee** in civil proceedings under legislation for unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
- e) As a trustee of a pension fund set up for the benefit of the **insured's employee's**

What is not covered under Insured event 2

Any claim relating to a parking offence.

Insured **events covered**

3 Compliance & regulation

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

What is not covered under Insured event 3

Any claim arising from or relating to:

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



ico.org.uk

Guide to GDPR Regulation



www.araglegal.co.uk

There is a whole area of health & safety law on **our** Business legal services website. Create documents such as **your** own health & safety compliance review and policy or a fire risk assessment.

4 Disciplinary hearings

Where, on the conclusion of its investigations, the **insured's** regulatory or professional body determines that the **insured's** fitness to practice has been impaired, **we** will represent the **insured** at

- a) a General Chiropractic Council hearing, including
 - i) an interim order tribunal hearing
 - ii) a review of an interim orderwhere applicable;
- b) other than in relation to a) above, a formal disciplinary hearing brought by the General Chiropractic Council;
- c) an appeal against sanctions imposed by the General Chiropractic Council.
- d) an appeal to the High Court following a decision made by the General Chiropractic Council following a prosecution covered under 2a) (ii) above

What is not covered under Insured event 4

Legal **costs & expenses** arising from an internal investigation conducted by the **insured's** employer or a contracting party.

Insured **events covered** (continued)

5 Coroner's inquest or fatal accident hearings

We will represent the **insured** at an Inquest or Fatal Accident Inquiry resulting from their professional practise where their attendance as in "interested person" or witness has been advised or required.

What is not covered under Insured event 5

The insurer will not pay **legal costs & expenses** in excess of £25,000.

6 Statutory licence appeals

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew the **insured's** statutory licence or compulsory registration.

9 Loss of earnings

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. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum limit of £1,000.

What is not covered under Insured event 9

Any sum which can be recovered from the court or tribunal.



www.gov.uk/jury-service/what-you-can-claim

What is **not covered** by this policy (applicable to the whole policy)

The **insured** and **employee** are not covered for any claim arising from or relating to:

- 1) **legal costs & expenses** incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the commencement of the insured's cover under this **master policy**, and which the **insured** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **insured** or an **employee** 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. patents, copyright, passing-off, trade or service marks, registered designs and confidential information
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. a) franchise agreement
b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
8. a judicial review
9. a dispute with us, the **insurer** or the party who arranged this cover not dealt with under Condition 6
10. 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. If the insurer alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **insured** or **employee**.
11. The payment of fines, penalties or compensation awarded against the **insured** or **employee** (except as covered under Insured event 3d) 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 cancel this policy, 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** (or their **employee'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) keep **legal costs & expenses** as low as possible
- e) 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** (or their **employee's**) may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) **we** agree to start proceedings or proceedings are issued against an **insured** (or their **employee's**), or
 - ii) there is a conflict of interestthe **insured** (or their **employee's**) may choose a qualified **appointed advisor**.
- c) Where the **insured** (or their **employee's**) wishes to exercise the right to choose, the **insured** (or their **employee's**) 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. (**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** (or their **employee's**) 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** (or their **employee's**), the **insurer's** liability in respect of that claim will end immediately.

3. Consent

- a) The **insured** (or their **employee's**) must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** (or their **employee's**) claim. The **insured** (or their **employee's**) 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** (or their **employee's**) 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** (or their **employee's**) claim.
- b) The **insured** (or their **employee's**) must not negotiate, settle the claim or agree to pay without **our** written agreement.
- c) If the **insured** (or their **employee's**) 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** (or their **employee's**) 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** (or their **employee's**), 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** (or their **employee's**) and **us**. This does not affect the **insured's** (or their **employee's**) right under Condition 6 below.

6. Arbitration

If any dispute between the **insured** (or their **employee's**) and **us** arises from this **master policy**, the **insured** (or their **employee's**) can make a complaint to **us** as described on the back page of this **master policy** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** (or their **employee'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 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 (such as a medical malpractice policy), or any claim that would have been covered by any other policy if this **master policy** did not exist.

8. Fraudulent claims and claims tainted by dishonesty

- a) If the **insured** (or their **employee's**) makes any claim which is fraudulent or false, the policy shall immediately become void and all benefit under it will be lost.
- b) An **insured** (or their **employee's**) 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 that the **insured** (or their **employee's**) has breached this condition and that the breach has:
 - i) affected **our** assessment of **reasonable prospects of success**, and/or
 - ii) prejudiced in any part the outcome of the **insured's** (or their **employee's**) claimthe **insurer** shall have no liability for **legal costs & expenses**.

Policy **conditions** (continued)

9. Cancellation

- a) The **master policyholder** may cancel this **master policy**:
 - i) within 14 days of the date of the purchase of this **master policy** with a full refund of premium paid provided an **insured** has not made a claim which has 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 remaining **period of insurance** unless an **insured** (or their **employee**) has notified a claim which has been or is subsequently accepted under this **master policy** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the **master policy** at any time by giving the **master policyholder** at least 21 days written notice. The **insurer** will refund the premium for the remaining **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 **master policy** fails to co-operate 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** (or their **employee**) uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,
 - iii) where **we** reasonably suspect fraud.
- c) The **insurer** may also cancel the **master policy** and refund the premium for the remaining **period of insurance** if at any time the **master policyholder**
 - i) enters into a voluntary arrangement or a deed of arrangement
 - ii) becomes bankrupt, is placed into administration, receivership or liquidation
 - iii) has their affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim.

10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

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

11. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** (or their **employee**) under this contract has no right to enforce the terms and conditions of this master 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 **master policy**.

Employee

A worker who has or alleges they have entered into a contract of service with the **insured**, provided they have been declared to **us**.

Insured

1. The member of the **master policyholder** declared to **us**, including any directors and partners of their business.
2. A person who is contracted to perform work for the member of the **master policyholder** declared to **us**, who in all other respects they have arranged to insure on the same basis as their other **employees** and who performs work under their supervision.

Insurer

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

Meaning of **words & terms** (continued)

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. In civil claims, other side's costs, fees and disbursements where the **insured** (or their **employee**) has been ordered to pay them or pays them with **our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 1 Tax disputes by the **appointed advisor** and agreed by **us** in advance.
4. Health and Safety Executive Fees for Intervention.
5. An **employee's** basic wages or salary under Insured event 5 Loss of earnings in the course of their employment with the **insured** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where the insured does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.

Master policy

This document and its attaching schedule issued by **us** to the **master policyholder**.

Master policyholder

The British Chiropractic Association

Period of insurance

The period for which **we** have agreed to cover the **insured** shown in the schedule which attaches to and forms part of this **master policy**.

Reasonable prospects of success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **insured** (or their **employee**) successfully pursuing or defending the claim and, if the **insured** (or their **employee**) 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** (or their **employee**)
 - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of the **insured** (or their **employee**) being successful.
3. In all claims involving an appeal, a greater than 50% chance of the **insured** (or their **employee**) 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.
- 2) For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

The business 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:



0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

Step 2

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



0800 023 4567 or 0300 1239 123



complaint.info@financial-ombudsman.org.uk



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

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

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



You can read more about our complaints procedure on our website:

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

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).

www.arag.co.uk