

Commercial Legal Expenses Policy Summary



Introduction

Some important facts about your insurance 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 ensure you fully understand the cover provided.

Insurer

This insurance policy has been arranged by Rhino Trade Insurance, which is a trading style of Vantage Protect Ltd and is administered by ARAG plc who is a coverholder of the Insurer, ARAG Allgemeine Versicherungs-AG Branch UK. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Vantage Protect Ltd and ARAG plc are authorised and regulated by the Financial Conduct Authority. ARAG Allgemeine Versicherungs-AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Telephone advice line

Policyholders have telephone access to fully qualified consultants who are available to provide practical advice on taxation, VAT, employment law, health & safety and general legal issues. The service is available weekdays between 8:30am to 5:30pm. The telephone number to access this service can be found on Your policy schedule.

QUEST Online

Policyholders have access to a web-based service which provides practical guidance on human resource and health & safety compliance issues. The website address to access this service can be found on Your policy schedule.

Type of insurance and cover provided

This policy provides cover for representation in the event of a legal dispute occurring in relation to the following:

Policy Section	This policy will cover	This Policy will not cover
Section 1. Employment disputes	Representation costs incurred in defence of a dispute with an employee, and the cost of a basic or compensatory award ordered to be paid by an employment tribunal following a dispute with an employee, provided the insured contacts the telephone advice line from the outset of the dispute and follows the advice given and provided We have given prior written consent	<ul style="list-style-type: none">• Claims where the insured did not seek advice from the legal advice line before taking action• Any award relating to or arising from trade union activities• Any award made because of the insured's failure to provide written reason for dismissal• Any award made as a result of the failure of the insured to issue the employee with a written statement of the terms of employment or to issue the employee with compliant written details of the employer's disciplinary and grievance procedures
Section 2. Health & Safety prosecutions	Costs incurred defending a health and safety criminal prosecution	<ul style="list-style-type: none">• Claims where the insured has pleaded guilty and/or admitted liability• Claims relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft
Section 3. Criminal prosecution defence	Costs incurred defending legal proceedings in a Court of criminal jurisdiction in respect of any act or omission or alleged act or omission. Cover is not included for a prosecution brought in connection with the road traffic laws or in connection with the ownership, driving or use of a motor vehicle	<ul style="list-style-type: none">• Any prosecution for criminal damage• Any prosecution for offences against the person, including offences of a sexual nature• Any alleged deliberate or intentional act unless the charges are dismissed or the insured is acquitted• Any legal proceedings where the insured has pleaded guilty and/or admitted liability

Section 4. Jury service allowance	The cost of the insured's salary or an employee's salary for any period for which the insured or their employees are obliged to attend court for jury service where the cost is not recoverable from the relevant court, for up to a maximum of £100 per day and limited to a maximum of £1,000 for any one claim.	Any claim arising from a jury service request served prior to inception of cover or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request except in the case of a renewal or continuation of existing insurance arrangements.
Section 5. Property disputes	The cost incurred in any dispute or legal proceedings, including those relating to the physical possession of the property, the terms of the insured's tenancy regarding property use or maintenance, provided the insured will suffer financial loss if the defence or pursuit of the legal proceedings is not fulfilled. Cover excludes disputes relating to a tenants negligence, damage or nuisance to the property.	<ul style="list-style-type: none"> Any dispute relating to the payment of rent, service charges or any other payments due under the terms of the lease, licence or tenancy agreement The renewal of the lease, licence or tenancy agreement or any dispute arising during a rent review period Any dispute relating to planning or building regulations, decisions or compulsory purchase orders, or any actual, planned or proposed works by or under the order of any government or public or local authority
Section 6. Data protection	Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that the policyholder is already registered with the Data Protection Commissioner	<ul style="list-style-type: none"> Claims arising out of or in connection with any legal action concerning the grant and/or execution of a warrant of entry
Section 7. Personal injury	Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person	<ul style="list-style-type: none"> Claims in respect of clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident
Section 8. Debt recovery	The pursuit of legal proceedings arising from a dispute with a customer in respect of an uncontested debt that arises from the sale or provision of goods or services, provided that: <ul style="list-style-type: none"> The amount in dispute exceeds £500 The insured notifies the claim within three months of the debt becoming due and payable The insured has exhausted all reasonable credit control and accounting procedures The insurer is satisfied that the defendant has sufficient assets to satisfy any judgment debt 	<ul style="list-style-type: none"> The recovery of a disputed debt A lease or tenancy of land or buildings The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.
Section 9. Restrictive covenants	The cost of pursuit of legal proceedings against an employee or former employee of the insured who has breached restrictions contained within their written contract of employment.	<ul style="list-style-type: none"> Any claim where the written contract of employment has not been reached
Section 10. Wrongful arrest defence	The cost of defending civil proceedings against the insured in relation to allegations of wrongful arrest or malicious prosecution.	<ul style="list-style-type: none"> Any claim arising out of or in connection with allegations made by or against or on behalf of an employee or ex-employee or any other person working or contracting for the insured whether or not an employee.

Limit of indemnity

- £100,000 any one claim
- Section 4. Jury service: subject to a maximum limit of £100 per day, £1,000 per claim
- Policy subject to £1,000,000 aggregate limit (all claims notified in any one period of insurance)

Excess

- Standard excess: Nil

General exclusions of this policy

The Insurer shall not be liable to indemnify the Insured in respect of:

- Any dispute arising during the first 90 days following inception of this policy, except where it can be evidenced that the insured previously held legal expenses cover with another insurer immediately prior to inception of this policy
- An insured event reported more than 90 days after its time of occurrence or outside the period of insurance
- Any dispute or legal proceedings made, brought or commenced outside the territorial limits
- Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this policy
- Fees, costs and disbursements incurred prior to Vantage Protects' written acceptance of a claim
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- Causes of action intentionally brought about by the insured
- Any claim which is believed not to have reasonable prospects of achieving the result for which legal proceedings are contemplated.
- Fines, damages or other penalties, which the Insured is ordered to pay by a Court or other authority.
- Legal expenses relating to any judicial review.
- Any claim for legal expenses when the insured is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a deed of arrangement or part or all of the Insured's affairs or property are in the care or control of a receiver or an administrator.
- Any dispute with the insurer or Vantage Protect.
- The defence of the insured in civil legal proceedings arising from: injury or disease including psychiatric injury or stress; loss, destruction, or damage of or to property; alleged breach of professional duty; any tortious liability (other than specified in Section 5. Property disputes)
- Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007

Duration of cover

This policy will expire one calendar year from the date it was issued.

Cancellation right

If you decide that for any reason, this policy does not meet your insurance needs then please return it to Rhino Trade Insurance within 14 days from the day of purchase or the day on which you receive your policy documentation, whichever is the later. On the condition that no claims have been made or are pending, we will then refund your premium in full.

Thereafter you may cancel the insurance cover at any time by informing Rhino Trade Insurance however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to you at your last known address. Valid reasons may include but are not limited to:

- a) Where we reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) You have not taken reasonable care to provide complete and accurate answers to the questions we ask.

If we cancel the policy and/or any additional covers you will receive a refund of any premiums you have paid for the cancelled cover, less a proportionate deduction for the time we have provided cover.

Where our investigations provide evidence of fraud or misrepresentation, we may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided your administrator / your agent with incomplete or inaccurate information. This may result in your policy being cancelled from the date you originally took it out and we will be entitled to keep the premium.

If your policy is cancelled because of fraud or misrepresentation, this may affect your eligibility for insurance with us, as well as other insurers, in the future.

Making a Claim

Initial notification of a claim must be made in writing by first class post or e-mail to:

Claims Department
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 01455 852100

Email: claims@vantageprotect.com

How to make a complaint

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact Rhino Trade insurance who arranged the Insurance on your behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050

Email: feedback@vantageprotect.com

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

Email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

The above complaints procedure is in addition to your statutory rights as a consumer. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

If you have purchased the insurance policy online, you may also raise your complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward Your complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling Your complaint than if you contact the Financial Ombudsman Service directly.

Compensation Scheme

The insurer ARAG Allgemeine Versicherungs-AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that the insurer cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

