

Commercial Legal Expenses Insurance Policy



About this policy

This 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.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

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. Firm reference number 722744.

This is a "claims made" insurance Policy. This insurance only covers *Claims* that arise and are notified to the *Coverholder* within the *Period of Insurance*.

The *Insured* has submitted a written proposal, declaration or renewal declaration to the *Insurer* it is agreed this shall form the basis for the issue of this Policy. In return for the payment of *Your* premium *We* will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by *Us* and during the period of insurance.

Unless expressly stated nothing in this Policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Legal advice

General legal advice

You can obtain telephone legal advice on UK Law by telephoning the *Vantage Protect* Legal Advice Line. The telephone number can be found on *Your* Policy Schedule, *You* will need to quote *Your* policy number.

The advice provided under these services is confidential and impartial. Please note that conversations may be recorded in the interests of quality of advice and training.

The advice lines are not empowered to give advice on the admissibility of any claim under this Policy. If *You* wish to make a claim or have a query about the policy cover *You* must contact the *Coverholder's Claims* Department.

Special conditions: Employment disputes

We will only agree to cover *Your* Claim if *You* have sought and followed advice from the *Vantage Protect* Legal Advice Line and obtained their authorisation:

1. Prior to carrying out any disciplinary procedure or action or suspension of an *Employee*;
2. Prior to dismissal of an *Employee*;
3. Prior to instituting a redundancy programme and prior to making an *Employee* redundant;
4. Immediately an *Employee* walks out with or without written notice;
5. Upon notification formally or informally of a grievance from an *Employee* or Ex-employee;
6. Upon receipt of an appeal from an *Employee* or Ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss;
7. Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an *Employee's* remuneration);
8. Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

The Legal Advice Line is a telephone advisory service.

Making a claim

If *You* need to notify a potential Claim, please call 01455 852100 or write to:

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

Email: claims@vantageprotect.com

You should provide *Your* policy number and a description of the circumstances of the Claim. A claim form will then be provided and *You* should complete this and return it without delay. Please note that in certain circumstances *Vantage Protect Ltd* will choose suitable legal representation to act upon *Your* behalf.

For further information regarding claims please refer to the section titled '*Claims conditions*'.

Definitions

Each of the words or phrases listed below will have the same meaning wherever they appear in italics throughout this Policy.

Acts of Parliament

All *Acts of Parliament* referred to in this Policy shall include any subsequent amendments, re-enactments or regulations and equivalent legislation enforceable within the *Territorial Limits*.

Any One Claim

All *Claims* consequent upon the same original cause, event or circumstance.

Appointed Representatives

A solicitor, accountant or other appropriately qualified person or firm as nominated on the Policy Schedule or as approved by the *Insurer* who is appointed to represent the *Insured* in accordance with the terms of this Policy.

Awards of Compensation

Basic and Compensatory Awards and compensation for unlawful discrimination made against the *Insured* by an Employment Tribunal or settlement thereof subject to the consent of the *Coverholder* but not including Additional Awards, Protective Awards, Interim Relief, Arrears of Pay, or Awards of Damages under the Equal Pay Act or arising out of failure to comply with awards in respect of reinstatement or re-engagement. The *Insurer* will not pay any fine, awards or damages incurred by deliberately avoiding a payment or liability under statutory requirements. The *Insurer* will not pay any redundancy payment or monies due or properly payable arising under or from a contract of employment, service agreement or related document or from any related implied or incorporated terms of contract service.

Claim

A Claim under the Policy for *Legal Expenses, Professional Expenses, Awards of Compensation, Jury Service Allowance* or Witness Attendance Allowance.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to a claim unless specifically stated in this Policy.

Contracting Party

A person, firm or company domiciled within the *Territorial Limits* with whom the *Insured* has a direct contractual relationship.

Coverholder

Vantage Protect Ltd, who administers and manages this insurance on behalf of the *Insurer*.

Debt Collection Service

The *Debt Collection Service* nominated by the *Coverholder*.

Due Date

The date monies owed to the *Insured* first become due for payment.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee, Ex-employee

Any person under contract of service, or who was previously under a contract of service, with the *Insured*.

Excess

The amount specified in the Schedule the *Insured* must pay in respect of *Legal Expenses* and/or *Professional Expenses* and/or *Awards of Compensation* in respect of Any One Claim before the *Insurer* shall be liable to make any payment.

Injury

Identifiable physical damage to the *Insured's* body or body part, which occurs during the *Period of Insurance*.

Insured

The Company, firm, partnership, or trading individual specified in the Schedule and, at the *Insured's* request, any *Employee* including a director or partner of the *Insured*.

Insured Event

An event, act or omission giving rise to a Claim against the Policy.

Insurer

ARAG plc who is a coverholder of the *Insurer*, ARAG Allgemeine Versicherungs-AG Branch UK.

Jury Service Allowance

The amount of money per day the *Insured* is liable to pay the *Employee* each day they attend on jury service less any recovery from the Court.

Legal Expenses

- a) Fees
Any professional fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder*; and
Any costs incurred by other parties insofar as the *Insured* is held liable to pay such costs under a settlement made with another party with the consent of the *Coverholder* but excluding any costs which the *Insured* may be ordered to pay by a court of criminal jurisdiction.
- b) Witness Attendance Allowance
The amount of money per day the *Insured* is liable to pay the *Employee* each day they are required by the *Appointed Representative* to attend as a witness at a court or tribunal hearing. Indemnity limited to £100 per day and a maximum of £1,000 in Any One Claim.

Legal Proceedings

The pursuit or defence of *Legal Proceedings* in a court of suitable jurisdiction made by or brought against the *Insured*, including appealing or defending an appeal against a judgment made in proceedings funded by this insurance, within the jurisdiction of a court or other body within the *Territorial Limits*.

Limit of Indemnity

The maximum amount payable by the *Insurer* in respect of Any One Claim and in aggregate for all *Claims* made during any *Period of Insurance*.

Period of Insurance

As specified in the Schedule.

Professional Expenses

Any fees, expenses and other disbursements reasonably incurred by the *Appointed Representative* with the consent of the *Coverholder* but excluding any tax or VAT, additional tax or VAT, interest or penalties demanded, assessed or required by the relevant authorities or other penalties imposed by a court of criminal jurisdiction.

Property

Land and/or buildings owned or occupied by the *Insured* or otherwise for which the *Insured* is legally responsible.

Territorial Limits

The United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

This policy will cover

The sections of cover applicable are specified in the Policy Schedule.

The *Insurer* will indemnify the *Insured* against *Legal Expenses* incurred by the *Appointed Representative* when undertaking work on the *Insured's* behalf in respect of an *Insured Event* covered by this Policy. Provided that the time of occurrence is within the *Period of Insurance* and provided that the Claim is notified to the *Insurer* during the *Period of Insurance* and the Claim falls within the *Territorial Limits*.

Section 1: Employment Disputes

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* and *Awards of Compensation* incurred by the *Insured* in defending *Legal Proceedings* brought against the *Insured* by an *Employee*, Ex-employee or prospective *Employee* in respect of their contract of employment with the *Insured* or a breach of employment related legislation.

It is a condition precedent to the *Insurer's* liability that the *Insured* has sought and followed all the advice from the *Vantage Protect Legal Advice Line* as to the process and procedure to be adopted and has received specific authorisation from the *Vantage Protect Legal Advice Line*:

- Prior to carrying out any disciplinary procedure or action or suspension of an *Employee*;
- Prior to dismissal of an *Employee*;
- Prior to instituting a redundancy programme and prior to making an *Employee* redundant;
- Immediately an *Employee* walks out with or without written notice;
- Upon notification formally or informally of a grievance from an *Employee* or Ex-employee;
- Upon receipt of an appeal from an *Employee* or Ex-employee against a decision taken as a result of a disciplinary or grievance procedure or a decision to dismiss;
- Prior to any adverse variation of the terms and conditions of employment (including alteration of place or time or hours worked or demotion or deduction from or reduction in an *Employee's* remuneration);
- Upon notification formally or informally of a complaint of sexual, racial or religious discrimination or discrimination relating to disability, age or sexual orientation.

Exclusions to Section 1

The *Insurer* will not pay:

1. Any benefit due under a Contract of Employment.
2. Any payment due in respect of redundancy.
3. Any compensatory award made against the *Insured* relating to or arising from Trade Union activities including membership or non membership.
4. Any award made because of the *Insured's* failure to provide written reason for dismissal.
5. Any compensatory award specified in a re-instatement or re-engagement order.
6. Any awards to the extent that they relate to contractual rights accruing to the *Employee*, Ex-employee or prospective *Employee* prior to the actual or alleged breach of the actual or alleged Contract of Employment.
7. 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.
8. Any defence of an action for damages in respect of personal *Injury* including stress related matters or loss of or damage to *Property*.
9. Any Claim where the *Insured* did not seek advice from the *Vantage Protect Legal Advice Line*

Section 2: Health & Safety Prosecutions

The defence of a criminal prosecution arising from:

1. Health and safety at work and occupational hygiene including but not limited to the Health and Safety at Work etc. Act 1974.
2. Food safety hygiene and food legality including but not limited to the Food Safety Act 1990.
3. Occupational hygiene including but not limited to the COSHH and CHIP regulations.
4. Supply of safe goods including but not limited to the Consumer Protection Act 1987 the Food Safety Act 1990 and the Health and Safety at Work etc. Act 1974.
5. The Carriage of Dangerous Goods Regulations provided that the *Insured* has appointed a qualified Dangerous Goods Safety Advisor (DGSA) as required under the Transport of Dangerous Goods (Safety Advisers) Regulations 1999.
6. An appeal against the service of an Improvement Notice or a Prohibition Notice under the Health and Safety at Work etc. Act 1974 or the Health and Safety (Northern Ireland) Order 1978 and their supporting Regulations.

Exclusions to Section 2

The *Insurer* will not pay *Legal Expenses* arising from or relating to the defence of a criminal prosecution:

1. Deliberately or intentionally solicited by the *Insured*, or where an alleged offence involves dishonesty or intentional threatened or actual violence by the *Insured* unless he is subsequently acquitted of such offence.
2. Where the *Insured* has pleaded guilty and/or admitted liability.
3. Which does not arise out of the normal business activities of the *Insured*.
4. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
5. Relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft including offences:
 - a) Brought under Road Traffic and Transport Acts (not including the Regulations relating to dangerous goods).
 - b) Brought as a result of unsafe motive power rolling stock or incidents on railway property.
 - c) Relating to any substance in Class 7 (radioactive substances).
 - d) Relating to workplaces on or in a ship within the meaning of S.313 (1) of the Merchant Shipping Act 1995.

Section 3: Criminal Prosecution Defence

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in:

1. Defending a prosecution against the *Insured* in a court of criminal jurisdiction;
2. An appeal by the *Insured* against the service of an Improvement or Prohibition Notice under the Health & Safety at Work etc. Act 1974 or the Food Safety Act 1990.

Exclusions to Section 3

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. Any prosecution for criminal damage;
2. Any prosecution for offences against the person, including offences of a sexual nature;
3. Any prosecution relating to or arising from investigations by HMRC;
4. Any prosecution alleging dishonesty;
5. Failure to insure a motor vehicle as required by law;
6. An allegation of speeding or driving whilst under the influence of alcohol and or drugs;
7. Any prosecution for non-endorsable road traffic offences except tachograph prosecutions and weight prosecutions;
8. Any alleged deliberate or intentional act unless the charges are dismissed or the *Insured* is acquitted;
9. Any legal proceedings where the *Insured* has pleaded guilty and/or admitted liability;
10. Any proceedings, which do not relate to the business activities of the *Insured*.

Section 4: Jury Service Allowance

The *Insurer* agrees to indemnify the income, salary or wages of the *Insured* or any director of, partners in or *Employee* of the *Insured*, in respect of that individual's obligations to attend court for jury service insofar as it is not recoverable from the relevant Court up to a maximum of £100 per day and limited to a maximum of £1,000 for Any One Claim.

Exclusions to Section 4

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any Claim arising from a jury service request served prior to the commencement of this insurance 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 *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* Incurred in any dispute or *Legal Proceedings* made by or brought against the *Insured*:

1. Over the physical possession of the *Property* provided that all statutory and contractual notices have been correctly served by the *Insured*;
2. Over the terms of a tenancy agreement between the *Insured* and a *Contracting Party* relating to the use or maintenance of the *Property* including dilapidations;
3. Other than with a tenant over the actual or alleged negligence, damage or nuisance to the *Property*;

provided that the *Insured* will suffer financial loss if the *Insured* fails to pursue or defend the dispute or *Legal Proceedings*.

Exclusions to Section 5

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. 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 between the *Insured* and his landlord;
2. The renewal of the lease, licence or tenancy agreement between the *Insured* and his landlord or any dispute arising during a rent review period;
3. Any dispute relating to planning or building regulations or 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;
4. Any dispute where the *Insured* has failed to maintain in full force and effect during a tenancy agreement buildings insurance covering the standard range of perils if the *Insured* was contractually obligated to have such insurance in force;
5. A contract dispute other than that of a tenancy agreement with a *Contracting Party*;
6. A dispute over subsidence or heave howsoever caused.

Section 6: Data Protection

The *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in defending any civil proceedings brought against the *Insured* for compensation under article 82 of the GDPR provided that the *Insured* is already registered with the Information Commission's Officer (ICO).

Exclusions to Section 6

The *Insurer* will not be liable to indemnify the *Insured* in respect of *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

The *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in pursuit of *Legal Proceedings* to recover damages for death of, or bodily *Injury* to that of the *Insured* or any director of, partner in or *Employee* of the *Insured*.

Exclusions to Section 7

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with any Claim alleging 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 *Insurer* agrees to indemnify the *Insured* against any *Legal Expenses* incurred in 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:

1. The amount in dispute exceeds £500;
2. The *Insurer* is notified of the Claim within three months of the debt becoming due and payable;
3. The *Insured* has exhausted all reasonable credit control and accounting procedures;
4. The *Insured* agrees to appoint *Our* nominated debt recovery service as the *Appointed Representative*;
5. The *Insurer* has the right to select the method of enforcement;
6. The *Insurer* is satisfied that the defendant has sufficient assets to satisfy any judgment debt;
7. The number of *Claims* that can be notified during the *Period of Insurance* is limited to five.

Exclusions to Section 8

The *Insurer* will not be liable to indemnify the *Insured* in respect of *Claims* arising out of or in connection with:

1. The recovery of a disputed debt;
2. A lease or tenancy of land or buildings;
3. The ownership, possession, hiring or use of a motor vehicle, aircraft or watercraft.

Section 9: Restrictive Covenants

The *Insurer* agrees to indemnify the *Insured* against *Legal Expenses* incurred in the pursuit of *Legal Proceedings* against an *Employee* or former *Employee* who is in breach of restrictions contained within a written contract of employment signed by the *Employee*.

Section 10: Wrongful Arrest Defence

The *Insurer* agrees to indemnify against *Legal Expenses* incurred in defending civil proceedings against the *Insured* with regard to allegations of wrongful arrests or malicious prosecution.

Exclusions to Section 10

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

This policy will not cover

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

1. Any dispute arising during the first 90 days of the first *Period of Insurance*, unless it can be evidenced that the *Insured* previously held legal expenses cover with another insurer immediately prior to inception of this Policy.
2. An *Insured* Event reported more than 90 days after its time of occurrence.
3. An *Insured* Event reported outside the *Period of Insurance*.
4. Any dispute or *Legal Proceedings* made, brought or commenced outside the *Territorial Limits*.
5. Any Claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this Policy and which has or which the *Insured* knew or ought reasonably to have known may give rise to a dispute or *Legal Proceedings* by or against the *Insured*.
6. Fees costs and disbursements incurred prior to the written acceptance of a Claim.
7. Patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
8. Any loss, liability, cost or expense, or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with:
 - i. irradiation or contamination by nuclear material; or
 - ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter
9. *Legal Expenses* arising directly or indirectly from the failure of computer, data processing and any other electrical equipment or component, including microchips, integrated circuits and similar devices and or any software to recognize, interpret or process any data as its true calendar date.
10. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
11. Disputes relating to written or verbal remarks, which damage the *Insured's* reputation.
12. Causes of action intentionally brought about by the *Insured*.
13. Any Claim which, in the *Insurer's* opinion, or the *Appointed Representative's* opinion, is believed not to have reasonable prospects of achieving the result for which *Legal Proceedings* are contemplated.
14. *Legal Expenses* incurred before the *Insurer* agrees to pay them or where the *Insured* pursues or defends a case without the agreement of the *Insurer* or in a different manner to or against the advice of the *Appointed Representative* or fails to give proper instructions in due time to the *Insurer*, *Appointed Representative* or to Counsel or other persons instructed by the *Appointed Representative* or where the *Appointed Representative* refuses to act on behalf of the *Insured* for any reason other than a conflict of interest or in respect of witnesses, experts or agents interviewed, engaged or called on as witness without the prior written approval of the *Insurer*.

15. Any Claim where the *Insured*, in the reasonable opinion of the *Insurer*, acts in a manner which is prejudicial to the case, including being responsible for any unreasonable delay, withdrawing instructions from the *Appointed Representative* or withdrawing from the case.
16. *Legal Expenses* which can be recovered by the *Insured* under any other insurance or which would have been covered if this policy did not exist except for any amount in *Excess* of that which would have been payable under such other insurance.
17. Fines, damages or other penalties, which the *Insured* is ordered to pay by a Court or other authority.
18. *Legal Expenses* relating to any judicial review.
19. 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.
20. Any dispute with the *Insurer* or *Vantage Protect*.
21. Please note that the rights conferred by the Third Parties (Rights Against Insurers Act) 1930 are specifically excluded from applying to this policy.
22. The defence of the *Insured* in civil *Legal Proceedings* arising from:
 - a) *Injury* or disease including psychiatric *Injury* or stress;
 - b) Loss, destruction, or damage of or to *Property*;
 - c) Alleged breach of professional duty;
 - d) Any tortious liability (other than specified in Section 5. *Property* disputes.)
23. Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.
24. Any loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
25. Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

General conditions

Arbitration

Any dispute or difference of any kind between the *Insurer* and the *Insured* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the Law Society, the Bar Council or appropriate professional body within England and Wales. The apportionment of costs shall be determined by the arbitrator and their decision will be final and binding on all parties.

Cancellation

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to *Vantage Protect* Ltd 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 *Vantage Protect* Ltd 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.

Insured's Responsibilities

The *Insured* must notify the *Insurer* as soon as is reasonably possible of any change in the information given to them which may affect this insurance or any circumstances which may give rise to a Claim. Failure to do so may invalidate the *Insured's* insurance or may result in cover not operating fully. The *Insurer* reserves the right to alter the terms, charge an additional premium or cancel this insurance should they become aware of any fact, which may affect the cover provided by this insurance. The *Insured* must:

1. Observe the terms and conditions of this insurance.
2. Try to prevent any incident that may give rise to a Claim.
3. Take all reasonable steps to minimise the amount payable by the *Insurer*.

Assignment

This Policy of insurance is between and binding upon the *Insurer* and the *Insured* and their respective successors in title, however the Policy may not be otherwise assigned by the *Insured* without prior written consent.

Waiver

If the *Insurer* fails to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of such rights at any such time.

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.

Claims conditions

1. Reporting a Claim

The *Insurer* should, as soon as possible be notified in writing of any potential Claim and be provided with any written or other evidence relevant to the issues giving rise to the Claim. The *Insured* will be required to provide the names of any possible witnesses and details, of any costs incurred prior to the *Insurer* accepting the Claim, including any action already taken.

Claims should be made by contacting the *Claims* Department as soon as is reasonably practical on 01455 852100, or by writing to:

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

Email: claims@vantageprotect.com

2. Coverholder's Consent

It is a condition precedent to the liability of the *Insurer* that their consent to incur *Legal Expenses* or *Professional Expenses* must firstly be obtained in writing. This consent will be given by the *Coverholder* on behalf of the *Insurer*, if the *Insured* can satisfy the *Coverholder* that:

1. It is reasonable to incur *Legal Expenses* or *Professional Expenses* having regard to the proportionality between remedy claimed and the *Legal Expenses* or *Professional Expenses* to be incurred;
2.
 - a) Where the *Insured* is pursuing, there are reasonable prospects of proving the other party's legal liability and of recovering the damages claimed or other legal remedies sought; or,
 - b) Where the *Insured* is defending, the other party does not have reasonable prospects of proving the *Insured's* legal liability; or,
 - c) In respect of criminal prosecution and where the *Insured* pleads guilty there is a reasonable prospect of significant mitigation of the *Insured's* sentence or fine.

Should during the course of a Claim the *Insured* ceases to satisfy the *Coverholder* in respect of 1 and 2 of *Coverholder's* Consent indemnity will be withdrawn. For a decision to be made on granting or withholding consent the following must be received by the *Coverholder*:

- A completed insurance Claim form;
- The documentation and information reasonably requested by the *Coverholder*;
- Any advice the *Coverholder* may deem necessary to take;
- A legal opinion from the *Appointed Representative* as to 1 and 2 of *Coverholder's* Consent.

The *Coverholder* reserves the right to limit its consent by time and or financial amount of *Legal Expenses* or *Professional Expenses* and or stage of proceedings to allow for a review of their continued consent.

The *Coverholder* at its discretion may require the *Insured* to seek an opinion from counsel, at the *Insured's* expense, as to the merits of the Claim. Such opinion is to have regard to the same issues that the *Coverholder* has in assessing the merits of any legal action. If based upon such an opinion the *Coverholder* is satisfied in respect of 1 and 2 of *Coverholder's* Consent the *Legal Expenses* and *Professional Expenses* in obtaining that opinion will be paid by the *Insurer* within the Limits of *Insurer's* Liability.

If after consent has been granted it is shown that the particular Claim or *Legal Proceedings* have not been brought within the terms and conditions of this Policy and its Schedule the *Coverholder's* consent will be withdrawn and no indemnity shall be provided. The *Insurer* shall be entitled to recover any *Legal Expenses*, *Professional Expenses*, *Awards of Compensation* and any other Allowances previously paid.

If the *Insured* elects to proceed with the pursuit or defence of a Claim or *Legal Proceedings* to which the *Coverholder's* consent has been refused through lack of reasonable prospects as required in 1 and 2 of *Coverholder's* Consent and if the *Insured* is successful in such pursuit or defence, the *Insurer* will pay *Legal Expenses* or *Professional Expenses* incurred after such consent had been refused subject to the terms conditions of this Policy.

In granting its consent the *Insurer* undertakes to provide indemnity to the *Insured* subject to the terms and conditions of this Policy and its Schedule but such consent does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

In particular *Legal Expenses* or *Professional Expenses* for matters that go beyond the immediate scope of the Claim or *Legal Proceedings* shall be deemed by the *Insurer* to fall outside the indemnity provided by this Policy.

3. Choice of Appointed Representative and Counsel

The *Coverholder* will choose an *Appointed Representative* to act on behalf of the *Insured* in any Claim under certain Sections as specified in the Schedule.

Where recourse is necessary to a lawyer and proceedings are issued, the *Insured* is free to choose an *Appointed Representative* to act in the name of and on behalf of the *Insured* in any *Legal Proceedings* to which *Vantage Protect* has consented. The name and address of the *Appointed Representative* the *Insured* proposes to instruct, must be notified to *Vantage Protect* in writing. *Vantage Protect* will accept such nomination provided *Vantage Protect* is satisfied the proposed *Appointed Representative* will cooperate and enable the *Insured* to comply with the terms and conditions of this policy. Where the *Insured* chooses to appoint a non-panel *Appointed Representative* the *Legal Expenses* payable under this Policy shall be restricted to those detailed in *Vantage Protect's* standard terms of appointment for panel representatives and always subject to the Limit of Indemnity. A copy of the standard terms of appointment for panel representatives is available on request by contacting *Vantage Protect* using the details shown in the section of this Policy titled '*Claims*'.

A dispute arising from the *Insured's* choice may be referred to Arbitration in accordance with General Condition A. The *Insured* must not, without the written consent of the *Coverholder*, enter into any agreement with the *Appointed Representative* as to the basis of calculation of *Legal Expenses*. The *Coverholder* may withdraw consent previously given at any time.

In selecting the *Appointed Representative* the *Insured* shall have regard to its duty to minimise the cost of any Claim or *Legal Proceedings*.

In all cases the *Appointed Representative* shall be appointed in the name of and on behalf of the *Insured*. If in the course of any Claim or *Legal Proceedings* the *Appointed Representative* wishes to instruct Counsel or an expert, Counsel's or the expert's name and an explanation of the necessity for such instruction must be submitted to the *Coverholder* for consent to the proposed instruction which will not be unreasonably withheld.

4. Disclosure

It is a condition precedent to the *Insurer's* liability that:

1. The *Insured* must give to the *Appointed Representative* and the *Coverholder* all necessary help and information including a complete and truthful account of the facts of the case and all relevant documentary or other evidence in the *Insured's* possession. The *Insured* must provide, obtain or execute all documents as necessary and attend meetings or conferences as requested.
2. The *Coverholder* is entitled to receive from the *Appointed Representative* and *Insured* any information, documentation or advice in connection with any Claim or *Legal Proceedings* even if privileged. In addition the *Insured* must instruct the *Appointed Representative* to provide the *Coverholder* with regular updates on the progress of any Claim or *Legal Proceedings* and inform the *Coverholder* immediately if and when any circumstance adversely impacts the factors taken into account in granting *Coverholder's* consent. On request the *Insured* will give to the *Appointed Representative* any instructions necessary to secure the required access.

Cover may be withdrawn if the *Insured* fails to co-operate at all or within a reasonable time with the *Coverholder's* or the *Appointed Representative's* requests.

5. Offer of Settlement

It is a condition precedent to the liability of the *Insurer* that the *Insured* must inform the *Coverholder* in writing as soon as an offer to settle a Claim or *Legal Proceedings* is received and or the *Insured* proposes to make an offer of settlement. In any settlement, the *Insured* must have regard to *Legal Expenses* or *Professional Expenses* incurred or likely to be incurred by the *Insurer* and the recovery thereof. No indemnity will be provided if the *Insured* enters into any agreement to settle without the prior written consent of the *Coverholder* (such consent not to be unreasonably withheld) and the *Insurer* shall be entitled to recover any *Legal Expenses*, *Professional Expenses* or *Awards of Compensation* previously paid. If the *Insured* unreasonably rejects an offer of settlement which the *Coverholder* recommends acceptance of or makes an offer which the *Coverholder* does not agree no further indemnity shall be provided.

The *Insurer* may at its absolute discretion decide to pay the *Insured* the amount of damages that the *Insured* is claiming or is being claimed against the *Insured* instead of indemnifying the *Insured* for *Legal Expenses* *Professional Expenses* or *Awards of Compensation*. Where the *Insurer* exercises this discretion the *Insurer* will cease to be liable for any further *Legal Expenses*, *Professional Expenses* or *Awards of Compensation*.

6. Payment of Legal Expenses, Professional Expenses and Awards of Compensation

All bills relating to any Claim or *Legal Proceedings* which the *Insured* receives from the *Appointed Representative* should be forwarded to the *Coverholder* without delay. If the *Coverholder* so requires the *Insured* must ask the *Appointed Representative* to submit the bill of costs for assessment or certification by the appropriate Law Society, court or tribunal.

The *Insured* is responsible for payment of all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation*. The *Insurer* may settle these directly if requested by the *Insured* to do so. The payment of some *Legal Expenses* or *Professional Expenses* does not imply that all *Legal Expenses* or *Professional Expenses* or *Awards of Compensation* will be paid.

7. Appeal Procedure

If, following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* wishes to appeal against the judgment or decision of a court or tribunal, the grounds for such appeal must be submitted to the *Coverholder* through the *Appointed Representative* immediately or as soon as practicable so that the *Coverholder* may consider whether to consent to such further action. If an appeal is lodged against a judgment or decision of a court or tribunal made in favour of the *Insured* following *Legal Proceedings* to which the *Coverholder* has consented, the *Insured* must notify the *Coverholder* immediately in order that cover shall continue. The *Coverholder* will inform the *Appointed Representative* of its decision. If, the *Coverholder* so requires it the *Insured* must co-operate in an appeal against the judgment or decision of a Court or Tribunal.

8. Recovery of Costs

Whenever the *Insured* is awarded costs or under the terms of any settlement where costs are included, those costs are to be repaid to the *Insurer*. The *Insured* and their *Appointed Representative* must make every effort to make a full recovery of costs. Where a settlement purports to be a global or a without costs settlement or where costs are awarded but not recovered, the *Insured* agrees that a fair and reasonable proportion of that settlement will be deemed costs and due to the *Insurer*. Where such a settlement is paid in instalments all costs to the *Insurer* shall be paid first.

9. Fraudulent Claims

You must not act in a fraudulent way. If *You* or anyone acting for *You*:

- fails to reveal or hides a fact likely to influence whether *We* accept *Your* proposal, *Your* renewal, or any adjustment to *Your* policy;
- fails to reveal or hides a fact likely to influence the cover *We* provide;
- makes a statement to *Us* or anyone acting on *Our* behalf, knowing the statement to be false;
- sends *Us* or anyone acting on *Our* behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage *You* caused deliberately or with *Your* knowledge.

If *Your* claim is in any way dishonest or exaggerated, *We* will not pay any benefit under this policy or return any premium to *You* and *We* may cancel *Your* policy immediately and backdate the cancellation to the date of the fraudulent claim. *We* may also take legal action against *You* and inform the appropriate authorities.

10. Insolvency or Liquidation of the Insured

If the *Insured* becomes insolvent or is placed in liquidation during the course of any Claim or *Legal Proceedings* to which the *Coverholder's* consent has been given the *Coverholder* reserves the right to withdraw that consent. The *Insured* shall be deemed insolvent or in liquidation upon the appointment of an office holder within the meaning given by the Insolvency Act 1986 or upon the appointment of a receiver within the meaning laid down in the Companies Act 1985.

11. Duty to Minimise

The *Insured* must:

1. Take all reasonable precautions to avoid and prevent *Claims*, *Legal Proceedings* and disputes; and
2. Use every endeavour and take all reasonable measures to minimise the cost and effect of any Claim or *Legal Proceedings* under this Policy.

12. Value Added Tax

If the *Insured* is registered for VAT, the *Insurer* will not pay the VAT element of any *Legal Expenses* or *Professional Expenses*.

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.

Financial Services 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 or call.

ARAG Privacy Statement

This is a summary of how *We* collect, use, share and store personal information. To view *Our* full privacy statement, please see *Our* website www.arag.co.uk

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.