

Policy Wording

COMMERCIAL LEGAL PROTECTION

Arranged on behalf of Swinton Business

Standard Protection

WELCOME TO COMMERCIAL LEGAL PROTECTION

Your Commercial Legal Protection policy is administered by Arc Legal Assistance and is insured by AmTrust Europe Limited.

To make sure that you get the most from your cover, please take time to read the policy which explains the contract between us. Please take extra care in following the procedures under **Employment Compensation Awards cover (insured incident 1(b))**.

If you have any questions or would like more information, please contact Swinton Business.

It will help if you keep the following points in mind:

How we can help

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice service on 0800 954 2394.

We will send you a claim form which must be returned promptly with all relevant information.

Alternatively you can complete and submit your claim form online by visiting www.arclegal.co.uk/informationcentre.

If you are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice service.

If you need help from us

You can phone us any time on 0800 954 2394 for advice on any commercial legal or tax problem affecting your business.

When we cannot help

Please do not ask for help from a solicitor or accountant before **we** have agreed. If you do, **we** will not pay the costs involved.

Customer Service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If you are unhappy with the service that has been provided, you should contact **us** at the address below. **We** will always confirm to you, within five working days, that **we** have received your complaint. Within four weeks you will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when you will receive a final response. Within eight weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are unhappy with the delay, you may refer your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with **us**, or before **we** have investigated the complaint if both parties agree.

Our contact details are:-

Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel 08000 234 567

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

AUTHORISATION

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

This policy is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.

THIS IS YOUR COMMERCIAL LEGAL PROTECTION POLICY

This policy, the policy receipt and any endorsement shall be considered as one document.

The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.

This policy will cover the **insured person** in respect of any insured incident arising in connection with the business if the premium has been paid.

We agree to provide the insurance in this policy as long as:

- the **date of occurrence** of the insured incident happens during the **period of insurance** and within the **territorial limit**; and
- any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all insured incidents, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is as follows:

For **insured incidents** 5 Directors Protection: £5,000

For **insured incidents** 6 Disability Discrimination Disputes and Compensation Awards: £25,000

For **insured incidents** 7 Identity Fraud: £10,000

For all other **insured incidents**: £100,000

THE MEANING OF WORDS IN THIS POLICY

1 We, us, our

Arc Legal Assistance Ltd acting on behalf of the insurer AmTrust Europe Limited.

2 The policyholder

As shown in the policy receipt.

3 Insured person

The **policyholder** including the **policyholder's** directors, partners, managers and employees.

4 Representative

The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.

5 Period of insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

6 Full enquiry

An extensive examination by HM Revenue & Customs which considers all aspects of the **policyholder's** tax affairs, excluding those enquiries which are limited to one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

7 (a) Aspect enquiry

An examination by HM Revenue & Customs which considers one or more specific aspects of the **policyholder's** self assessment and/or corporation tax return.

(b) Tax intervention enquiry

An examination by HM Revenue & Customs to measure the level of compliance in the **policyholder's** financial accounting records to highlight areas where errors have or may occur.

8 Date of occurrence

(1) For civil cases (other than under insured incident - **4 Tax Protection**), the **date of occurrence** is when the cause of action first occurred.

(2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.

(3) For licence or registration appeals, the **date of occurrence** is when the **policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel the **policyholder's** licence or British Standard Certificate of Registration.

(4) For **full enquiries** or **aspect enquiries**, the **date of occurrence** is when HM Revenue & Customs first notifies in writing the intention to make enquiries.

For **tax intervention enquiries**, the **date of occurrence** is when HM Revenue & Customs first contacts the **policyholder** in relation to commencing an intervention enquiry into their business accounts.

For Employers' Compliance and Value Added Tax disputes, the **date of occurrence** is when the relevant authority sends an assessment or written decision to the **policyholder**.

9 Costs and expenses

• Legal costs

All reasonable and necessary costs chargeable by the **representative** on a standard basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

• Accountant's costs

A reasonable amount in respect of all costs reasonably incurred by the **representative**.

• Attendance expenses

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

10 Territorial limit

• For insured incidents **2 Legal Defence (excluding 2(4))**, and **3(b) Bodily Injury**

The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

• For all other insured incidents

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

11 Identity Fraud

- A person or group of persons knowingly using a means of identification belonging to the **policyholder** without the **policyholder's** knowledge or permission with intent to commit or assist another to commit an illegal act.

12 Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

13 Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

INSURED INCIDENTS WE WILL COVER

1 Employment Disputes and Compensation Awards

(a) Employment Disputes

We will defend the **policyholder's** legal rights:

- (1) prior to the issue of legal proceedings in a court or tribunal following the dismissal of an employee; or
- (2) in the resolution of unfair dismissal disputes under the ACAS Arbitration Scheme; or
- (3) in legal proceedings in respect of any dispute with
 - (a) an employee or ex-employee or a trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with the **policyholder**; or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

What is not covered

- (1) Any claim in respect of damages for personal injury or loss of or damage to property.
- (2) Any claim arising from or relating to any transfer of business which falls within the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006 or the Transfer of Employment (Pension Protection) Regulations 2005 or any amending legislation.

(b) Compensation Awards

We will pay:

- (1) any basic and compensatory award; and/or
- (2) an order for compensation following a breach of **the policyholder's** statutory duties under employment legislation in respect of a claim **we** have accepted under insured incident 1(a).

Provided that

- (1) In cases relating to performance and/or conduct, **the policyholder** has throughout the employment dispute either:
 - (a) followed the ACAS Code of Disciplinary Practice and Procedures in Employment as prepared by the Advisory Conciliation and Arbitration Service; or
 - (b) followed equivalent codes of practice issued by the Labour Relations Agency in Northern Ireland; or
 - (c) sought and followed advice from **our** legal advice service.
- (2) For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from **our** legal advice service since the date when **the policyholder** should have known about the employment dispute.
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, **the policyholder** has sought and followed advice from **our** legal advice service prior to serving notice of redundancy.
- (4) The compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**.
- (5) The total of the compensation awards payable by **us** shall not exceed £1,000,000 in any one **period of insurance**.

What is not covered

- (1) Any compensation award relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - health and safety related dismissals brought under section 44 of the Employment Rights Act 1996;
 - statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- (2) Non-payment of money due under the relevant contract of employment or statutory provision relating thereto.
- (3) Any award ordered because **the policyholder** has failed to provide relevant records to employees under the National Minimum Wage laws.
- (4) Any compensation award or increase in compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.

(c) Service Occupancy

We will negotiate for **the policyholder's** legal rights against an employee or ex-employee to recover possession of premises owned by, or for which **the policyholder** is responsible.

What is not covered

Any claim relating to defending **the policyholder's** legal rights other than defending a counter-claim.

2 LEGAL DEFENCE

At **the policyholder's** request

Criminal Pre-Proceedings

- (1) **We** will defend the **insured person's** legal rights:

- (a) prior to the issue of legal proceedings when dealing with the

- Police
- Health and Safety Executive and/or Local Authority Health and Safety Enforcement Officer

where it is alleged that the **insured person** has or may have committed a criminal offence; or

Prosecution Defence for Employers and Employees

- (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction; or

Data Protection

- (c) We will cover:

Legal Costs and Expenses incurred by You as a Data Controller:

- (a) As well as **Attendance Expenses**, in **Proceedings** arising from appeals against any enforcement or other notices served on **You** under **Data Protection Legislation**;
- (b) If **Proceedings** are issued against **You** for compensation under **Data Protection Legislation**;
- (c) For any **Award of Compensation** made against **You** under **Data Protection Legislation**;
- (d) Incurred in an appeal against the refusal of the Information Commissioner to register **Your** application for registration.

Wrongful Arrest

- (2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.

Employee Civil Legal Defence

- (3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if:
 - (a) an event arising from their work as an employee leads to civil action being taken against them under legislation for unlawful discrimination on the grounds of sex, sexual orientation, race, disability, age, religious belief or political opinion; or
 - (b) civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.

Statutory Notice

- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.

Jury Service

- (5) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) In so far as proceedings under the Health and Safety at Work etc Act 1974 are concerned, the **territorial limit** shall be any place where the Act applies.
- (2) At the time of the insured incident, **the policyholder** has registered with the Information Commissioner in respect of insured incident (1) (c).

What is not covered

Any claim which leads to the **insured person** being prosecuted for infringement of road traffic laws or regulations in connection with the ownership, driving or use of a motor vehicle.

3 PROPERTY PROTECTION

We will negotiate for **the policyholder's** legal rights in any civil action relating to material property which is owned by, or the responsibility of **the policyholder**, following:

- (1) any event which causes or could cause physical damage to such material property; or
- (2) any nuisance or trespass.
- (3) Tenancy Disputes.
We will negotiate for the policyholder's legal rights in respect of a dispute between the policyholder and the policyholder's landlord relating to premises leased or rented by the policyholder.

What is not covered

Any claim relating to the following:

- (1) a contract entered into by **the policyholder**;
- (2) goods in transit or goods lent or hired out;
- (3) goods at premises other than those occupied by **the policyholder** unless the goods are at such premises for the purpose of installations or use in work to be carried out by **the policyholder**;
- (4) mining subsidence;
- (5) defending **the policyholder's** legal rights other than in defending a counter-claim;
- (6) a motor vehicle owned or used by, or hired or leased to an **insured person** other than damage to motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.
- (7) Any dispute arising from or relating to rent or service charges or renewal of the tenancy agreement.

Bodily Injury

At **the policyholder's** request, **we** will negotiate for an **insured person's** and their family members' legal rights following an event which causes the death of, or bodily injury to them.

What is not covered

Any claim relating to the following:

- (1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident; or
- (2) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim; or
- (3) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members.

4 TAX PROTECTION

(a) Full or Aspect Enquiries

We will negotiate on behalf of **the policyholder** in respect of a **full enquiry** and/or **aspect enquiry** and represent them in any subsequent appeal proceedings.

(b) Tax Intervention Enquiries

We will negotiate on behalf of **the policyholder** and represent them in any dealings with HM Revenue & Customs in respect of a **tax intervention enquiry**.

(c) Employers' Compliance

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings in respect of a dispute concerning **the policyholder's** compliance with Pay As You Earn or Social Security Regulations following a review by HM Revenue & Customs.

(d) VAT Disputes

We will negotiate on behalf of **the policyholder** and represent them in any appeal proceedings following an assessment issued by

HM Revenue & Customs in respect of Value Added Tax due.

Provided that

- (1) For all insured incidents, **the policyholder** has taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (2) **We** will not pay more than £2,000 for claims in respect of **aspect enquiries** or **tax intervention enquiries**.

What is not covered

- (1) In respect of **aspect enquiries** and **tax intervention enquiries** the first £200 of **costs and expenses** in each and every claim.
- (2) Any insured incident arising from a tax avoidance scheme.
- (3) Any insured incident caused by the failure of **the policyholder** to register for Value Added Tax.
- (4) Any insured incident arising from any investigation or enquiries undertaken by HM Revenue & Customs Special Investigations Section or Special Civil Investigations or the Revenue & Customs Prosecution Office.
- (5) Any insured incident arising from any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.

5 DIRECTORS PROTECTION

We will defend the rights of a director of **the policyholder** in any proceedings alleging a wrongful act committed in his/ her capacity as a director of **the policyholder**. Subject otherwise to the terms hereof, this insurance shall also cover claims made against the estate, heirs, legal representatives or assignees of a deceased director of **the policyholder** and the legal representatives or assignees or receiver of a director of **the policyholder** in the event of his bankruptcy or him becoming of unsound mind.

What is not covered

- (1) Any claim arising from proceedings alleging seepage, pollution or contamination or the breach of any statute, regulation or ordinance prohibiting or controlling emissions or effluent of any kind or arising from any enforcement action or proceedings brought under or pursuant to any such statutes, regulations or ordinances.
- (2) Any claim arising from proceedings brought about or contributed to by any dishonesty, fraud or deliberate or reckless act provided however that this exclusion shall not operate to the prejudice of any director of **the policyholder** who is not guilty of nor party to any such dishonesty, fraudulent or deliberate or reckless act.
- (3) Any claim arising from proceedings based upon or attributed to the gaining of any profit or advantage or receiving any profit or advantage or receiving remuneration to which the director of **the policyholder** was not legally entitled.
- (4) Any claim arising from proceedings by **the policyholder**, **the policyholder's** parent or subsidiary or director(s) or employee(s) of **the policyholder**.
- (5) Fines, penalties or punitive damages awarded against a director of **the policyholder**.

Conditions applicable to Directors Protection

Notwithstanding the general exclusions, where proceedings are brought against several directors of **the policyholder** one or some of whom is, or are, not entitled to indemnity because of the application of the exclusions, those directors of **the policyholder** who are not so disentitled shall continue to be indemnified in the terms of the insurance.

The director of **the policyholder** shall only be covered under this section when **the policyholder** is required or permitted to indemnify the director of **the policyholder** pursuant to the law, or in **the policyholder's** memorandum and Articles of Association.

6 DISABILITY DISCRIMINATION DISPUTES AND COMPENSATION AWARDS

- a) **We** will defend **the policyholder's** legal rights in civil proceedings brought by a member of the public under the Disability Provisions within the Equality Act 2010 relating to **the policyholder's** business premises.
- b) **We** will pay Compensation Awards for:
- (1) Any basic and compensatory awards of compensation which **the policyholder** must pay as a result of a judgment in a dispute under legislation following a claim
 - (2) An out-of-court settlement of a claim to which **we** have given **our** prior written consent.

What is not covered

- (1) Any claim brought against **the policyholder** under the Disability Provisions within the Equality Act 2010 which does not relate to physical defects to the business premises or is made by an employee (including former or prospective employees)

7 IDENTITY FRAUD

We will defend **the policyholder's** legal rights in respect of insured incidents arising from **identity fraud** and/or take reasonable steps to remove County Court Judgments against **the policyholder** that have been obtained by an organisation that **the policyholder** is alleged to have purchased, hired or leased goods or services from.

Cover is only available if **the policyholder** denies having entered into the contract and allege that they have been the victim of **identity fraud**.

What is not covered

- (1) Any claim which is false or fraudulent
- (2) Any claim where **the policyholder** did not take reasonable precautions against **identity fraud** or take action to protect themselves from **identity fraud**
- (3) Any claim where the **identity fraud** has been carried out by somebody living with the **insured person**
- (4) Any losses other than **costs and expenses** incurred by **the policyholder** as a result of **identity fraud**
- (5) Any claim which began to occur within 30 days of **the policyholder** first purchasing this insurance or similar insurance which expired immediately before this insurance began

8 CONTRACT DISPUTES

We will negotiate for **the policyholder's** legal rights in a contractual dispute arising from that agreement or that alleged agreement which has been entered into by or on behalf of **the policyholder** for the purchase, hire, sale or provision of goods or of services.

Provided that

- (1) The amount in dispute exceeds £250. If the amount in dispute exceeds £5,000, **the policyholder** will be responsible for the first £500 of **legal costs** in each and every claim.
- (2) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £250.
- (3) If the dispute relates to money owed to **the policyholder**, a claim under the policy is made within 90 days of the money becoming due and payable.

What is not covered

- (1) Any dispute arising from an agreement entered into prior to the inception date of the indemnity provided by the policy if the **date of occurrence** is within the first 90 days of the indemnity provided by the policy.

- (2) Any claim relating to the following:

- the settlement payable under an insurance policy;
- a lease, licence or tenancy of land or buildings other than a dispute with a professional adviser in connection with the drafting of a lease, licence or tenancy agreement;
- a loan, mortgage, pension or any other financial product and choses in action;
- a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

- (3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **the policyholder**.

- (4) A dispute which arises out of the:

- sale or provision of computer hardware, software, systems or services; or
- the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **the policyholder's** own specification.

- (5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.

- (6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.

9 SOCIAL MEDIA DEFAMATION

Following defamatory comments made about **the policyholder** through a social media website, **we** will cover **costs and expenses** to write one letter to the provider of the social media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **the policyholder** is covered to write one letter to the author requesting that the comments are removed from the social media website.

10 STATUTORY LICENCE PROTECTION

We will represent **the policyholder** in appealing to the relevant statutory or regulatory authority, court or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **the policyholder's** licence or British Standard Certificate of Registration.

What is not covered

- (1) An original application or application for renewal of a statutory licence or British Standard Certificate of Registration.
- (2) Any licence appeal relating to the ownership, driving or use of a motor vehicle.

11 DEBT RECOVERY

We will negotiate for **the policyholder's** legal rights including enforcement of judgment to recover money and interest due from the sale or provision of goods or services.

Provided that

- (1) The debt exceeds £250.
- (2) A claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.
- (3) **We** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

What is not covered

- (1) Any debt arising from an agreement entered into prior to the inception date of the indemnity provided by the policy if the debt is due within the first 90 days of the indemnity provided by the policy.

(2) Any claim relating to the following:

- the settlement payable under an insurance policy;
- a lease, licence or tenancy of land or buildings;
- a loan, mortgage, pension or any other financial product and choses in action;
- a motor vehicle owned by, or hired or leased to, **the policyholder** other than agreements relating to the sale of motor vehicles where **the policyholder** is engaged in the business of selling motor vehicles.

(3) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.

(4) The recovery of money and interest due from another party where the other party intimates that a defence exists.

WHAT IS NOT COVERED BY YOUR COMMERCIAL LEGAL PROTECTION

(1) Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident, or 45 days for insured incidents relating to **identity fraud**.

(2) **Costs and expenses** incurred before the written acceptance of a claim by **us**.

(3) Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than compensation awards as covered under insured incident **1(b) Compensation Awards, 2 Legal Defence and 6 Disability Discrimination disputes & compensation awards**

(4) Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.

(5) Any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.

(6) Any insured incident deliberately or intentionally caused by an **insured person**.

(7) A dispute with **us** not otherwise dealt with under Condition 7.

(8) Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.

(9) Judicial review.

(10) Any claim caused by, contributed to by or arising from:

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
- war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
- pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

(11) Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.

(12) When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed of arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.

(13) Any claim relating to any non-contracting party's right to enforce all or any part of this policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

(14) Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

(1) An **insured person** must:

- keep to the terms and conditions of this policy;
- notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
- take reasonable steps to keep any amount **we** have to pay as low as possible;
- try to prevent anything happening that may cause a claim;
- send everything **we** ask for, in writing;
- give **us** full details of any claim as soon as possible and give **us** any information **we** need.

(2) **We** can take over and conduct in the name of the **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

(b) The **insured person** is free to choose a **representative** (by sending **us** a suitably qualified person's name and address) if:

- we** agree to start legal proceedings and it becomes necessary for a lawyer to represent the **insured person's** interests in those proceedings, or
- there is a conflict of interest.

(c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.

(d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.

(e) **We** will have direct contact with the **representative**.

(f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.

(g) An **insured person** must give the **representative** any instructions that **we** require.

(3) (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

(c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

(4) (a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.

(b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.

(5) If a **representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.

(6) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.

(7) If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this we will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.

(8) We may at our discretion require the policyholder to obtain an opinion from counsel at the policyholder's expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by us.

(9) This insurance can be cancelled at anytime. If the policyholder wants to do this please contact Swinton Business so they can arrange this. If the policyholder's commercial insurance policy is cancelled for any reason this insurance will automatically be cancelled at the same time. If we wish to cancel this insurance for any reason we will write to the policyholder at the policyholder's last known address confirming that this insurance will end 14 days after the date of the letter.

If the policyholder cancels this insurance within 14 days of the later of either the inception or renewal date or the date on which the policyholder receives these terms and conditions the policyholder is entitled to a full refund. If this insurance is cancelled after this 14 day period no refund will be done.

(10) We will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.

(11) This policy will be governed by English law.

(12) All Acts of Parliament within the policy wording shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands as the case may be.

HELPLINE SERVICE

We provide these services 24 hours a day, seven days a week during the period of insurance. To help us check and improve our service standards, we record all calls.

LEGAL ADVICE SERVICE

We will give the policyholder confidential legal advice over the phone on any commercial legal problem affecting the business, under the laws of the United Kingdom, the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

TAX ADVICE

We will give the policyholder confidential advice over the phone on any tax matters affecting the business, under the laws of the United Kingdom.

To contact the above service, phone us on 0800 954 2394 quoting your policy number.

BUSINESS ASSISTANCE

In the event of an unforeseen emergency affecting the policyholder's business premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on behalf of the policyholder. All costs of assistance provided are the responsibility of the policyholder.

To contact the above service, phone us on 0344 770 1095 quoting your policy number.

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) of the policyholder with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, phone us on 0344 770 1036. These calls are not recorded.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. Please do not phone us to report a general insurance claim.

EMPLOYMENT MANUAL

Our service provides access to an Employment Manual that offers comprehensive, up-to-date guidance on rapidly changing employment law. To view it, please visit our website at www.arclegal.co.uk/informationcentre. From the Information Centre page click on the Employment Manual link. You will need to input the username: 10048 and password: Swinton. All sections of this web-based document can be printed off for your own use.

ARC LEGAL DOCUMENT SERVICE

As an addition to Your Legal Expenses cover, You have access to Our Legal Document Service

This can provide you with:

- Access to a range of legal document templates
- A step by step walkthrough to assist You in completing the documents

The service can be accessed by visiting www.arclegal.co.uk/legaldocuments

If you have a specific legal problem or dispute, you should always contact the legal advice service.

PRIVACY AND DATA PROTECTION NOTICE

(a) Data Protection

Arc Legal Assistance are committed to protecting and respecting Your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which We process Your personal data, for more information please visit www.arclegal.co.uk

(b) How We Use Your Personal Data and Who We Share it With

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

(c) Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by Us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for Us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in Our Privacy Statement, which is available to view on the website address detailed above.

(d) Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

(e) Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

(f) Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements.

If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, please see website for full address details.

