



## Commercial Legal Expenses Insurance Policy

### Welcome

Thank you for choosing us to provide your Commercial Legal Expenses Insurance Policy, which is underwritten by Financial & Legal Insurance Company Limited. You now have legal expenses insurance to protect you in relation to the cover set out in this Policy.

A summary of the cover provided by this Policy is shown in your Insurance Product Information Document (IPID).

You are entitled to cancel your Policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the Conditions.

### Our Agreement

This insurance is a contract between us (Financial & Legal Insurance Company Limited) and you (the Policyholder shown in the **Certificate of Insurance**). This is a claims made policy which means that for there to be a valid claim under the Policy, claims must be reported to us during the Period of Insurance.

We will, subject to the terms of this Policy, provide you with the insurance set out in the Policy in respect of claims reported to us during the Period of Insurance shown in the **Certificate of Insurance** and for any subsequent period for which we may accept a renewal premium.

You must ensure that all the information you have given to us is accurate to the best of your knowledge. We will be entitled to refuse to accept a claim where you do not take reasonable care not to make a misrepresentation.

The Policy, **Policy Schedule** and any endorsements must be read together as one document.

Signed on our behalf

A handwritten signature in black ink, appearing to read 'Nick Garner', is written over a horizontal line.

Nick Garner, Chief Executive Officer  
Financial & Legal Insurance Company Limited

### The Meaning of Words in this Policy

Each of the words or terms have a specific meaning which applies wherever they appear in **bold** type in this Policy.

#### Appointed Representative:

means the claim negotiator, lawyer or other suitably qualified person appointed by **Us** to act on behalf of the **Insured Person**, in accordance with **Our** standard terms of appointment. **Basic Award**: means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate an **Employee** for the loss of their statutory rights.

**Buildings**: means the buildings and land owned by **You** or for which **You** are legally responsible, shown in the **Certificate of Insurance** and used in connection with the **Business**.

#### Business:

means the Business shown in the Certificate of Insurance.

**Certificate of Insurance**: means the document headed "Certificate" giving details of **You**, the **Period of Insurance**, and commencement date, that forms part of **Your** contract of insurance along with this document.

**Compensatory Award**: means the award of an Employment Tribunal for an unfair dismissal and/or breach of discrimination legislation that is to compensate

an **Employee** against financial loss that relates to their dismissal. **Costs and Expenses**: means all necessary and reasonable

1. Fees, costs, disbursements and expenses charged by the **Appointed Representative** and agreed by **Us**;
2. Opponents costs in civil cases where the **Insured Person** is ordered to pay them or where **We** agree to pay them in pursuing the claim including the costs of any appeal or defending an appeal, provided the **Insured Person** tells **Us** within the time limits and provided that **We** agree to the appeal. **Employee:**  
means any person under a contract of service with **You** in connection with the **Business**. This includes any 1. Trainee under **Your** control in connection with a government approved training scheme; 2. Ex-employee or prospective employee.  
**Insured Person:** means **You** and any director, partner and **Employee** of **Your Business** provided that they have **Your** permission to claim under this Policy.  
**Legal Proceedings:** means a legal remedy for compensation, specific performance or an injunction. **Period of Insurance:**  
means any 12 month period of continuous cover stated in the **Certificate of Insurance**. **Reasonable Prospects:** means that in respect of each claim there is always more than a 50% chance of the **Insured Person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **Us** or the **Appointed Representative**. **We/Us/Our:** means Financial & Legal Insurance Company Limited.  
**You/Your:**  
means the Policyholder shown in the **Certificate of Insurance** attached to this Policy.

## Online Legal Document Service

**You** now have access to LawAssure, an Online Legal Document Service that provides access to an extensive range of legal documents. This will provide you with:

- Access to a range of free legal documents.
- A step-by-step walkthrough to assist you in completing the documents.
- Access to documents which you can try for free before purchasing.

To access this site please go to: [www.lawassure.co.uk/flj](http://www.lawassure.co.uk/flj) **You** will need to register **Your** account:

1. Click on Register.
2. Enter **Your** voucher code '**ARK01**' and click Validate voucher.
3. Complete the registration details and keep a note of **Your** username and password.

**You** will only need to complete this process once. Once registered **You** will be able to access the site by entering **Your** username and password details in the boxes provided for existing users.

## Legal Advice Helpline

This advice line is available 24 hours a day, 365 days a year and provides **You** with confidential telephone legal advice on business legal matters subject to the law of the United Kingdom of Great Britain and Northern Ireland. This advice line is available 24 hours a day, 365 days a year.

Please note the personal legal advice helpline is not intended to replace the services of a solicitor, but rather to assist **You** to identify the legal issues at hand, consider **Your** legal rights and what courses of action are available to you and whether you need to consult a solicitor. The helpline can provide general advice only and cannot assist with complex legal matters which may require the review of documentation or specific legislation. General advice may be limited to signposting and referring **You** to other appropriate agencies, or recommending a specialist solicitor for further assistance, which may include considering policy cover under this insurance.

If **You** need to use the Helpline, please have **Your** policy number ready, and confirm to the call handler the name of the broker who sold **You** the policy.

To help **Us** monitor and improve service standards, calls may be recorded. Please note that **You** will be required to provide personal details in order to make use of the Helpline. The Helpline team will use **Your** personal data, such as date of birth, so that they can confirm your identity during subsequent calls, as this helps them protect Your confidentiality.

To use the legal advice helpline, please call **0333 321 4252**.

## What is Insured

**We** will, subject to What is NOT Insured, the Claims Settlement Provisions and Conditions of this Policy provide the insurance in relation to the Insured Incidents, shown as operative in the **Certificate of Insurance**, set out below.

Provided that

1. **Reasonable Prospects** exist for the duration of the claim.
2. The claim is reported to **Us**
  - a. during the **Period of Insurance**, and
  - b. immediately after the **Insured Person** became aware of circumstances which may give rise to a claim.
3. The **Insured Person** follows the advice provided to the **Insured Person** by **Our** Claims and Advice Service.
4. The **Insured Person** seeks and continues to follow the advice from **Our** Claims and Advice Service.
5. During the course of any dispute from the date that the **Insured Person** became aware of the dispute and throughout the duration of the dispute the **Insured Person** keeps **Us** up to date with all developments and the **Insured Person** follows and continues to follow the advice from **Our** Claims and Advice Service.
6. The **Business** is situated in the United Kingdom.
7. The **Buildings** are situated in the United Kingdom.
8. The event which leads to a claim arises in connection with the **Business**.

**We** will not pay

- a. In respect of any one claim and in total in any one **Period of Insurance** more than the relevant limit of liability and the annual aggregate limit shown in the **Certificate of Insurance**.
- b. The amount of any excess shown in the **Certificate of Insurance** in respect of each claim.
- c. Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.
- d. Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.

## Insured Incidents

### 1. Employment Disputes

**We** will pay the **Costs and Expenses** in relation to the defence of **Legal Proceedings** arising from or relating to a breach of an **Employee's** contract of service which will be dealt with in an Employment Tribunal under employment legislation. Provided that:

- i. In the event of any issues arising that could give rise to a legal dispute with an **Employee**, the **Insured Person** has followed the advice provided to the **Insured Person** by **Us**.
- ii. The **Insured Person** seeks and continues to follow all advice from **Us** as to the steps to be taken in the following situations:
  - Before taking any disciplinary action or commencing a disciplinary procedure.
  - Before dismissing an **Employee**.
  - Upon receipt of notification of any form of grievance by an **Employee** or a complaint of discrimination.
  - Before starting any redundancy process or making an **Employee** redundant.

- Before seeking to make a material change to an **Employee's** contract which is likely to have a negative impact upon that **Employee**.
- Upon becoming aware of a situation that could give rise to a potential claim for constructive dismissal by an **Employee**.

**We will not pay for**

- Any claim relating to disciplinary hearings or internal grievance procedures.
- The costs of any disputes relating to a settlement agreement.
- Any dispute relating to a shareholding, partnership or directors contract.
- Any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE).
- Any claim relating to future contracts of employment.
- Any claim in respect of personal injury or loss of or damage to property.
- Any claim relating to unpaid wages and commission or deduction from wages or commission.
- Any claim relating to benefits due under a contract of employment.
- Any claim relating to payment relating to redundancy.

## 2. Employment Awards

**We will pay a Basic Award and/or Compensatory Award** which is awarded to an **Employee** by either a tribunal or through the Advisory, Conciliation and Arbitration Service (ACAS) Arbitration Scheme, or an amount agreed by **Us** in settlement of a dispute.

Provided that the **Basic Award** or **Compensatory Award** follows a claim which **We** have accepted under Insured Incident 1. Employment Disputes.

**We will not pay for**

- Any award arising out of the **Insured Person's** failure to provide any **Employee** with written reasons for their dismissal.
- Any award made as a result of the **Insured Person's** failure to provide a contract of employment or statement of terms and conditions of employment.
- Any award relating to any contractual rights to which the **Employee** is entitled.
- Any claim in relation to equal pay or the minimum wage employment legislation.

## 3. Property Disputes

**We will pay the Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to a.

An incident which causes or could cause physical damage to the **Buildings**.

- Any unlawful interference of **Your** use or enjoyment or right of the **Buildings**.
- The landlord's failure to maintain the **Buildings**.

Provided that

- The amount in dispute exceeds the amount shown in the **Certificate of Insurance**.
- The **Buildings** are situated in the United Kingdom.

**We will not pay for**

- Any claim relating to an **Insured Person's** previous trade, business, occupation or profession.
- Any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement. c.  
Any claim relating to planning.
- Any claim where the **Insured Person** is the landlord of the **Buildings** or is leasing, sub-letting or renting out part of the **Buildings**.
- Any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the building.

- f. Any claim relating to subsidence, heave, landslip, mining or quarrying.

#### 4. Debt Recovery

**We will pay the Costs and Expenses** for the pursuit of **Legal Proceedings** relating to an unpaid and non-contested debt arising from an agreement **You** have entered into for the buying, selling or hiring in of any goods or services.

Provided that:

- (i) Legal Expenses incurred in the pursuit of any proceedings are limited to 75% of the amount in dispute.
- (ii) Any claim for undisputed and unpaid monies owed is notified to **Us** within 90 days from the date the monies was first due and payable.
- (iii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed.
- (iv) Non contested debts must be referred to a debt collection service nominated and paid by **You** within 30 days of the debt becoming due. Should the debt collection service exhaust its normal recovery process and advises that legal proceedings should take place, the **Insured Person** will immediately notify a claim under this section of cover (v) The amount in dispute exceeds the amount shown in the **Certificate of Insurance**.

**We will not pay for:**

- a. Any claim relating to any land or buildings.
- b. Any claim relating to a lease or licence of any land or buildings.
- c. Any claim relating to the settlement payable or the cover provided under an insurance policy.
- d. Any claim relating to a loan, pension, investment or any other borrowing or financial instrument. e. A contract of employment.
- f. Arbitration arising out of an arbitration clause in any contract.
- g. A breach or alleged breach of professional duty by **You**.
- h. The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

#### 5. Contract Disputes

**We will pay the Costs and Expenses** for the pursuit or defence of **Legal Proceedings** relating to a contractual dispute that **You** have entered for the buying, selling or hiring in of any goods or services.

Provided that:

- (i) Legal Expenses incurred in the pursuit of any proceedings are limited to 75% of the amount in dispute.
- (ii) The amount in dispute exceeds the amount shown in the **Certificate of Insurance**.
- (iii) All **Your** normal credit control procedures have been exhausted or **You** have made reasonable efforts to recover the monies owed..

**We will not pay for:**

- a) Any claim relating to any land or buildings.
- b) Any claim relating to a lease or licence of any land or buildings.
- c) Any claim relating to the settlement payable or the cover provided under an insurance policy.
- d) Any claim relating to a loan, pension, investment or any other borrowing or financial instrument. e) A contract of employment.
- f) Arbitration arising out of an arbitration clause in any contract.
- g) A breach or alleged breach of professional duty by **You**.
- h) The monetary cost of putting right any damage caused or an alteration occasioned by or as a tenant.

## 6. Legal Defence

**We will pay the Costs and Expenses** for defending an **Insured Person's** rights relating to any:

- a. Prosecution in a court of criminal jurisdiction brought or commenced against the **Insured Person** arising out of health and safety at work, occupational hygiene, food safety hygiene, food legality and the supply of safe goods.
- b. Civil action being taken against an **Insured Person** for wrongful arrest in connection with an accusation of theft.
- c. Civil action for compensation under the Data Protection Act 2018.
- e. Appealing against the refusal of the Information Commissioner to register **Your** application for registration.
- f. An **Insured Person** being served with an enforcement, de-registration or transfer prohibition notice or information notice or special information notice.

**We will not pay for:**

- a. Any costs arising unless **You** have registered with the Data Protection Register or Data Protection Commissioner. b. Any claim relating to a Road Traffic Offence.

## 7. Health and Safety Appeals

**We will pay the Costs and Expenses** in relation to an appeal against the service of an improvement or prohibition notice, a suspension notice or an order of enforcement under the Health and Safety at Work Act 1974 or the Food Safety Act 1990.

Provided that upon becoming aware of the service of a notice or enforcement order under or in relation to the Health and Safety or Food Safety Acts, the **Insured Person** acts with due diligence in the event of any approach by the Environmental Health Office or the Health and Safety Executive.

**We will not pay for any claim**

- a. Relating to assault or violence, malicious falsehood, the manufacture or dealing in alcohol, illegal drugs, indecent or obscene materials or illegal immigration.
- b. In connection with an offence relating to the proceeds of any crime or criminal act.

## 8. Tax Protection

**We will pay the Costs and Expenses** relating to

- a. An investigation by HM Revenue & Customs into **Your** business tax affairs.
- b. An investigation by HM Revenue and Customs of **Your** compliance with Pay As You Earn regulations.
- c. An appeal to a VAT tribunal following an assessment by HM Revenue and Customs.
- d. Any appealable matter where you have requested an Internal Review from HMRC.

Provided that

- i. **You** have taken reasonable care to ensure that **Your** accounts and tax affairs and records have been properly maintained.
- ii. All returns to HM Revenue and Customs have been completed, are correct and submitted on time.

**We will not pay for any claim:**

- a. Relating to **Your** failure to register for VAT.
- b. Arising from a tax avoidance scheme.
- c. Arising from any investigation undertaken by HM Revenue and Custom's Special Investigations unit.
- d. Relating to any enquiry that concerns assets, monies or wealth outside of the United Kingdom.

## 9. Licence Protection

**We will pay the Costs and Expenses** in relation to an appeal against a statutory licensing authority following an act or omission, which leads to the suspending, revoking, altering the terms of or refusal to renew a statutory licence.

## 10. Jury Service

For each day that an **Insured Person** is required to attend any court or tribunal as a member of a jury, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any claim:

- a. Incurred before an **Insured Person** makes a claim.
- b. Where **You** are unable to support **Your** loss.

## 11. Court Attendance

For each day that an **Insured Person** is required to attend any court or tribunal at the request of an **Appointed Representative**, **We** will pay the actual loss of the salary or wages of an **Insured Person** for the time off work.

Provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

**We** will not pay for any loss incurred before an **Insured Person** makes a claim.

**We** will not pay for any claim where **You** are unable to support **Your** loss.

## What is NOT Insured

### 1. Prior Claims

Any claim or incident which may lead to a claim and which the **Insured Person** knew about or ought reasonably to have known about before the start of this Policy.

### 2. Prior Costs and Expenses

Any costs incurred before a claim is made and any **Costs and Expenses** which **We** do not authorise.

### 3. Dishonesty, Deliberate Acts, Violence and Fraud

Any claim

- a. Involving actual or alleged dishonesty or violence by the **Insured Person**;
- b. Or statement which is overstated, false or fraudulent.

**We** will have the right to refuse to pay a claim or to void this insurance from the date of the act.

### 4. Judicial Review, Mediation and Arbitration, Marital and Family Disputes, Intellectual Property, Libel and Slander, Share Options, Pensions, Date Change and Mortgage Lender

Any claim directly or indirectly relating to or resulting from

- a. A judicial review.
- b. Mediation and arbitration.
- c. Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d. Copyrights(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e. Libel or slander.
- f. Any share option or pension scheme or policy.
- g. Any device failing to recognise, interpret or process any date as its true calendar date.
- h. Any dispute arising between the **Insured Person** and any agent or mortgage lender.

### 5. Bankruptcy, Liquidation or Receivership

Any claim where the **Insured Person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **Insured Person's** affairs or property are in the care or control of a receiver or an administrator.

### 6. Other Insurance

Any **Costs and Expenses**, which can be recovered by an **Insured Person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

**7. Fines and Penalties**

Fines, damages other penalties or punitive damages, which the **Insured Person** is ordered to pay by a court or other authority.

**8. Disputes with Us**

- a. Any claim against **Us** (Financial & Legal Insurance Company Limited) or Arkwright Insurance Brokers Limited.
- b. Any dispute between an **Insured Person** and any domestic partner or family members permanently living with an **Insured Person**.

**9. War Risks**

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

**10. Radioactive Contamination and Pressure Waves**

Any claim which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c. Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**11. Territorial Limits**

Any claim

- a. Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom; b. Which occurs outside the United Kingdom;
- c. Where the **Insured Person** permanently lives outside the United Kingdom.

**12. Proportionality**

Any claim where, in **Our** opinion, the value/amount in dispute is disproportionate to the time and **Costs and Expenses** involved in its pursuit.

**13. VAT**

Any claim for the VAT element of the **Costs and Expenses**, if You are registered for VAT.

## Claims Settlement Provisions

**1. Reasonable Precautions**

The **Insured Person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

**2. When You Must Report a Claim to Us**

The **Insured Person** must tell **Us** immediately of any circumstances which may give rise to a claim.

**3. Acceptance of a Claim**

On receipt of the claim it will be assessed and dealt with by **Our** in house claims negotiators and, if appropriate and if **Reasonable Prospects** exist and the claim is reported to **Us** immediately after the **Insured Person** becomes aware of circumstances which may give rise to a claim, **We** will then instruct an **Appointed Representative** to handle the claim on behalf of the **Insured Person**. If there is a dispute as to whether **Reasonable Prospects** exist, **We** may require the **Insured Person**, at the **Insured Person's** own expense, to obtain Counsel's opinion as to the merits of the case.

The costs will be refunded to the **Insured Person** if Counsel's opinion clearly shows that there are merits in proceeding.

**4. Conduct of the Claim**

i. **We will be entitled**

- To have direct contact with the **Appointed Representative**;
- To take over and conduct in the **Insured Person's** name any claim or **Legal Proceedings** at any time and negotiate any claim on behalf of the **Insured Person**;
- To refuse to accept a claim or continue with a claim where the **Insured Person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **Us** or the **Appointed**



## **Representative.**

### **ii. What the Insured Person must do**

- Provide, at the **Insured Person's** own expense, the **Appointed Representative** and **Us** with any proof, evidence, certificates and assistance as **We** may reasonably ask for in connection with the claim, including proof as to whether **Reasonable Prospects** exist;
  - Cooperate fully with the **Appointed Representative** and **Us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
  - Take all reasonable steps to recover **Costs and Expenses** and to minimise the amount payable under this Policy;
  - Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
  - Notify **Us** and the **Appointed Representative** immediately of any offer to settle a claim and of any payments into court;
  - Tell the **Appointed Representative** to have **Costs and Expenses** taxed, assessed and audited if **We** request.
- ### **iii. What the Insured Person must not do**
- Withdraw from any claim or **Legal Proceedings** or withdraw instructions from **Us** without **Our** consent or the consent of the **Appointed Representative**;
  - Pursue a claim in any way against the advice or Instructions from **Us** or the **Appointed Representative**;
  - Incur any **Costs and Expenses** without **Our** consent or the consent of the **Appointed Representative**;
  - Agree to settle any claim on any basis or reject any offer to settle a claim, without **Our** consent or the consent of the **Appointed Representative**.

### **Please Note**

**We** will be entitled to be reimbursed by the **Insured Person** for any **Costs and Expenses** previously agreed or paid to or on behalf of the **Insured Person** if the **Insured Person** breaches any of the conditions in ii. and iii. above.

### **5. Payment Instead of Pursuing or Defending a Claim**

At any time **We** will be entitled to pay the reasonable amount of damages claimed if in **Our** opinion this would be a more economic solution.

### **6. Legal Proceedings**

Any **Legal Proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom.

### **7. Choice of Appointed Representative**

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **Insured Person** be entitled to choose their own lawyer for **Us** to instruct as the **Appointed Representative** to handle the claim.

Where **we** have agreed someone other than our nominated **Appointed Representative** may act for the **Insured Person**, **we** will not pay any sums in excess of what **we** would have paid to an **Appointed Representative** that **we** would have appointed to undertake the same work, which is currently set at an hourly rate of £125 + VAT.

## **Conditions**

### **1. Observance of Terms**

Anyone making a claim under this Policy must have **Your** permission and observe the terms under this Policy.

### **2. Cancellation**

**You** may cancel this Policy within 14 days of its inception without any premium charge provided that there have been no claims. Thereafter **You** may cancel the Policy at any time however no refund of premium will be available. If **You** cancel the Policy **You** must contact **Your** insurance adviser. **We** may cancel this Policy at any time provided that **We** give **You** 7 days' notice of cancellation and there is a valid reason for doing so. Valid reasons for cancellation include, but are not limited to fraud, dishonesty and any outstanding amount due from **You** in relation to any other claim under the Policy. Where **We** cancel this Policy no refund of premium will be available. If **We** cancel the Policy **We** will write to **You** at **Your** address shown in **Our** records.

### **3. Third Party Rights**

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

### **4. Waiver**

If **We** or any **Insured Person** fail 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 subsequent time.

## 5. Recoveries

**We** reserve the right, at **Our** own expenses, to take proceedings in the name of the **Insured Person** to recover any payment made under this Policy. If an **Insured Person** recovers **Costs and Expenses** previously paid under this Policy such **Costs and Expenses** must be immediately repaid to **Us**.

## 6. Governing Law

This Policy is subject to the law applicable to **Your Business** being registered in the United Kingdom.

## 7. Assignment

This insurance is between and binding upon **Us** and **You** and their respective successors in title, but this insurance may not otherwise be assigned by **You** without **Our** prior written consent.

## How to Make a Claim

If **You** need to contact **Us** or need to make a claim **You** can:

- Call **Us** on **0161 4921639**
- Email **Us** at [nonmotorclaims@financialandlegal.co.uk](mailto:nonmotorclaims@financialandlegal.co.uk)
- Write to Financial & Legal Insurance Company Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the Policy **We** will then send the **Insured Person** a claim form to be completed and returned to **Us**.

If the claim is reported to **Us** during the Period of Insurance and is accepted and **Reasonable Prospects** exist, the claim will be handled by **Our** specialist claims unit or **We** will instruct an **Appointed Representative** or other suitably qualified representatives to act on behalf of the **Insured Person**.

*Please note that*

- Any costs incurred before a claim is made and any costs which **We** do not authorise are not insured by this Policy.
- Under this Policy there must be **Reasonable Prospects** for any claim to proceed. This does not apply to Insured Incident 10 & 11.
- If there is any conflict of interest or if court proceedings are to be issued only then will the **Insured Person** be entitled to choose their own lawyer.

## How to Make a Complaint

**Our** aim is to provide a first class standard of service at all times.

If **You** feel that **You** have been let down and **You** wish to raise a Complaint about the sale of this Policy, please contact **Your** insurance adviser.

If **You** feel that **We** have let **You** down and **You** wish to raise a complaint, please contact **Us** by telephone on 0161 603 2230, by email to [complaints@financialandlegal.co.uk](mailto:complaints@financialandlegal.co.uk) or in writing to Financial & Legal Insurance Company Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the Certificate number on **Your** Certificate of Insurance on all correspondence.

**Our** staff will attempt to resolve **Your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to you. Where this is not possible, **We** will acknowledge **Your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **We** will write to **You** and let **You** know what further action **We** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **Our** letter in response to **Your** complaint **You** remain dissatisfied, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **Your** right to take legal action.

## Data Protection

Arkwright Insurance Brokers Limited and Financial & Legal Insurance Ltd are the Joint Data Controllers and under this section **We/Us/Our** includes Arkwright Insurance Brokers Limited.

**We** act as the Data Controller. How **We** use and look after the personal information is set out below.

Information may be used by **Us**, agents and service providers for the purposes of insurance administration, underwriting, claims handling or for statistical purposes. The lawful basis for the processing is that it is necessary for **Us** to process **Your** personal information to enable the performance of the insurance contract, to administer **Your** policy of insurance and/or handle any insurance claim **You** may submit to **Us** under this policy. The processing of **Your** personal data may also be necessary to comply with any legal obligation **We** may have and to protect **Your** interest during the course of any claim.

### What we process and share

The personal data **You** have provided, **We** have collected from **You**, or **We** have received from third parties may include **Your**:

- Name; date of birth, residential address and address history.
- Contact details such as email address and telephone numbers.
- Financial and employment details.
- Identifiers assigned to **Your** computer or other internet connected device including **Your** Internet Protocol (IP) address.
- Health or criminal conviction information.
- Vehicle or household details.
- Any information which **You** have provided in support of **Your** insurance claim.

**We** may receive information about **You** from the following sources:

- **Your** insurance broker.
- From third parties such as credit reference agencies and fraud prevention agencies.
- From insurers, witnesses, the Police (in regards to incidents) and solicitors, **Appointed Representatives**.
- Directly from **You**.

**We** will not pass **Your** information to any third parties except to enable **Us** to process your claim, prevent fraud and comply with legal and regulatory requirements. In which case **We** may need to share **Your** information with the following third parties within the EU:

- Solicitors or other **Appointed Representatives**.
- Underwriters, Reinsurers, Regulators and Authorised/Statutory Bodies.
- Fraud and crime prevention agencies, including the Police.
- Other suppliers carrying out a service on **Our**, or **Your** behalf.

**We** will not use **Your** information for marketing further products or services to **You** or pass **Your** information on to any other organisation or person for sales and marketing purposes without **Your** consent.

### Data Retention

**We** will hold **Your** details for up to seven years after the expiry of **Your** policy, complaint and/or claims settlement.

**Your rights**

**Your** personal data is protected by legal rights, which include **Your** rights to:

- Object to **Our** processing of **Your** personal data.
- Request that **Your** personal data is erased or corrected.
- Request access to **Your** personal data and data portability.
- Complain to the Information Commissioner's Office, which regulates the processing of personal data.

**You** can request to see what data **We** hold on **You**, there is no charge for this service.

If **You** have any questions about **Our** privacy policy or the information **We** hold about **You** please contact **Us**.

**Please read your policy document carefully and keep it in a safe place**

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