

# Chamber of Commerce Commercial Legal Expenses Policy Summary



## Introduction

Some important facts about your insurance are summarised below. This summary does not describe all the terms and conditions of your policy, so please take time to read the policy document to ensure you fully understand the cover provided.

## Insurer

This insurance policy has been arranged by Rhino Protect Limited and is administered by ARAG plc who is a coverholder of the insurer, SCOR UK Company Limited. ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. Rhino Protect Limited and ARAG plc are authorised and regulated by the Financial Conduct Authority. SCOR UK Company Limited is registered in England and Wales number 01334736. Registered address: 10 Lime Street, London, EC3M 7AA. SCOR UK Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority

## Telephone advice line

Members have telephone access to fully qualified consultants who are available to provide practical advice on taxation, VAT, employment law, health & safety and general legal issues. The service is available weekdays between 8:30am to 5:30pm.

## QUEST Online

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

## Type of insurance and cover provided

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

Policy Section	This policy will cover	This Policy will not cover
<b>Section 1. Employment disputes</b>	Representation costs incurred in defence of a dispute with an employee, and the cost of a basic or compensatory award ordered to be paid by an employment tribunal following a dispute with an employee, provided the insured contacts the telephone advice line from the outset of the dispute and follows the advice given and provided We have given prior written consent	<ul style="list-style-type: none"> <li>• Claims where the insured did not seek advice from the legal advice line before taking action</li> <li>• Any award relating to or arising from trade union activities</li> <li>• Any award made because of the insured's failure to provide written reason for dismissal</li> <li>• 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</li> </ul>
<b>Section 2. Health &amp; Safety prosecutions</b>	Costs incurred defending a health and safety criminal prosecution	<ul style="list-style-type: none"> <li>• Claims where the insured has pleaded guilty and/or admitted liability</li> <li>• Claims relating to the ownership possession hiring or use of a motor vehicle aircraft or watercraft</li> </ul>
<b>Section 3. Tax protection</b>	Costs incurred dealing with a H M Revenue & Customs (HMRC) full enquiry which is a HMRC enquiry that includes a request to examine all of the insured's books and records or a HMRC aspect enquiry which is a HMRC enquiry that does not include a request to examine all of the insured's books and records. Cover in the event of a PAYE dispute which arises following a compliance review by HMRC into the operation of PAYE and cover in the event of a VAT dispute following a VAT visit undertaken by HMRC	<ul style="list-style-type: none"> <li>• Any tax avoidance scheme undertaken by the insured</li> <li>• Any work in connection with the normal reconciliation of the annual accounts and VAT returns</li> <li>• The insured's actual or alleged misstatement with intent to deceive contained in any relevant business books, records or returns</li> <li>• Any claim arising from an enquiry into an insured's tax return that was not submitted within the statutory time limits</li> </ul>

<b>Section 4. Criminal prosecution defence</b>	Costs incurred defending legal proceedings in a Court of criminal jurisdiction in respect of any act or omission or alleged act or omission. Cover is not included for a prosecution brought in connection with the road traffic laws or in connection with the ownership, driving or use of a motor vehicle	<ul style="list-style-type: none"> <li>Any prosecution for criminal damage</li> <li>Any prosecution for offences against the person, including offences of a sexual nature</li> <li>Any alleged deliberate or intentional act unless the charges are dismissed or the insured is acquitted</li> <li>Any legal proceedings where the insured has pleaded guilty and/or admitted liability</li> </ul>
<b>Section 5. Statutory licence protection</b>	The cost of an appeal or representation to the relevant authority following an act or omission which leads to the removal of a statutory licence	<ul style="list-style-type: none"> <li>Driving licences</li> <li>Any disciplinary or internal procedures conducted by authorities charged with the regulation of the insured in the performance of their business activities</li> <li>An alteration or refusal to renew a statutory licence which is imposed by an act of parliament</li> </ul>
<b>Section 6. Jury service allowance</b>	The cost of the insured's salary or an employee's salary for any period for which the insured or their employees are obliged to attend court for jury service where the cost is not recoverable from the relevant court, for up to a maximum of £100 per day and limited to a maximum of £1,000 for any one claim	<ul style="list-style-type: none"> <li>Any claim arising from a jury service request served prior to inception of cover or where the juror has received such a request within the two years immediately preceding this insurance and has been able to postpone the effect of the jury service request except in the case of a renewal or continuation of existing insurance arrangements</li> </ul>
<b>Section 7. Property disputes</b>	The cost incurred in any dispute or legal proceedings, including those relating to the physical possession of the property, the terms of the insured's lease, licence or tenancy regarding property use or maintenance, provided the insured will suffer financial loss if the defence or pursuit of the legal proceedings is not fulfilled. Cover excludes disputes relating to a tenant's negligence, damage or nuisance to the property	<ul style="list-style-type: none"> <li>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</li> <li>The renewal of the lease, licence or tenancy agreement or any dispute arising during a rent review period</li> <li>Any dispute relating to planning or building regulations, decisions or compulsory purchase orders, or any actual, planned or proposed works by or under the order of any government or public or local authority</li> </ul>
<b>Section 8. Data protection</b>	Costs incurred defending civil proceedings for compensation under Section 13 of the Data Protection Act 1998, provided that the policyholder is already registered with the Data Protection Commissioner	<ul style="list-style-type: none"> <li>Claims arising out of or in connection with any legal action concerning the grant and/or execution of a warrant of entry</li> </ul>
<b>Section 9. Personal injury</b>	Costs incurred in the pursuit of legal proceedings to recover damages for the death of or bodily injury to an insured person	<ul style="list-style-type: none"> <li>Claims in respect of clinical negligence or any illness, naturally occurring condition or degenerative process, which develops gradually and is not caused by a specific sudden accident</li> </ul>
<b>Section 10. Motor disputes</b>	The costs of pursuit or defence of legal proceedings between the insured and a customer/supplier relating to the hire, purchase, lease, service, repair or test of a motor vehicle for which the insured is legally responsible, and any pursuit by the insured to recover damages following a road traffic accident	<ul style="list-style-type: none"> <li>Claims arising out of or in connection with any criminal prosecution</li> </ul>
<b>Section 11. Wrongful arrest defence</b>	The cost of defending civil proceedings against the insured in relation to allegations of wrongful arrest or malicious prosecution	<ul style="list-style-type: none"> <li>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</li> </ul>

## Limit of indemnity

- £100,000 any one claim
- Section 6. Jury service: subject to a maximum limit of £100 per day, £1,000 per claim
- Policy subject to £1,000,000 aggregate limit (all claims notified in any one period of insurance)

## Excess

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- Standard excess: Nil

## General exclusions of this policy

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

- Any dispute arising during the first 90 days following inception of this policy, or during the first 30 days following inception of this policy in respect of HMRC Investigations, except where it can be evidenced that the insured previously held legal expenses cover with another insurer immediately prior to inception of this policy
- An insured event reported more than 90 days after its time of occurrence or outside the period of insurance
- Any dispute, legal proceedings or HMRC investigation made, brought or commenced outside the territorial limits
- Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this policy
- Fees, costs and disbursements incurred prior to Rhino Protects' written acceptance of a claim
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements
- Causes of action intentionally brought about by the insured
- Any claim which is believed not to have reasonable prospects of achieving the result for which legal proceedings are contemplated.
- Fines, damages or other penalties, which the Insured is ordered to pay by a Court or other authority
- Legal expenses relating to any judicial review
- Any claim for legal expenses when the insured is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a deed of arrangement or part or all of the Insured's affairs or property are in the care or control of a receiver or an administrator
- Any dispute with the insurer or Rhino Protect
- The defence of the insured in civil legal proceedings arising from: injury or disease including psychiatric injury or stress; loss, destruction, or damage of or to property; alleged breach of professional duty; any tortious liability (other than specified in Section 7. Property disputes)
- Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007

## Duration of cover

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

## Cancellation right

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

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

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

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

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

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

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

## Making a claim

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You must tell the insurer immediately after you first become aware of any cause, event or circumstances which could give rise to a claim under this policy.

If you need to notify a potential Claim, please complete a claim form on the insurer's website [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

Alternatively, you can request a claim form by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or by calling 0330 303 1955 between 9am and 5pm weekdays (except bank holiday).

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

## How to make a complaint

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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 your agent who arranged the Insurance on your behalf.

2. Complaints regarding claims:

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to ARAG's Customer Relations Department who will arrange to have it reviewed at the appropriate level.

ARAG can be reached in the following ways:

**Tel:** 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays.

For our mutual protection and training purposes, calls may be recorded).

**Email:** [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

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

If ARAG are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

**Tel:** 0800 0234 567 or 0300 123 9123

**Email:** [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**Post:** Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

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

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting our legal rights. You can read more about ARAG's complaints procedure on their website by clicking here: <https://www.arag.co.uk/contact/making-a-complaint>

## Compensation Scheme

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The insurer 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](http://www.fscs.org.uk).

## Governing Law

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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.