



Insurance Booklet

Occupational Legal Expenses



Contents

Section	Page Number(s)
Who We Are	3
Explanation of Legal Expenses Insurance	4
Summary of the Policy	5
How to Make a Claim	6
Important Conditions	7
Cover	8
Definitions	9
Sections of Cover	11
General Exclusions	13
General Conditions	15
Customer Service	17

Who We Are

This cover is insured by AmTrust Europe Limited and administered by Arc Legal Assistance.

Arc Legal Assistance is one of the leading providers of Legal Expenses Insurance in the United Kingdom. Details of who **We** are and what **We** do can be found here: <http://www.arclegal.co.uk/>

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.

AmTrust Europe Limited, whose registered office is at Market Square House, St James's Street, Nottingham, NG1 6FG, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202189. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Explanation of Legal Expenses Insurance

Occupational legal expenses insurance is used to cover **You** against the costs of:

- a) legal advice;
- b) preliminary legal steps in order to negotiate a pre-**Proceedings** solution;
- c) legal representation in **Proceedings**; and/or
- d) **Attendance Expenses** to attend **Proceedings**.

Summary Of The Policy

This policy is designed to provide cover to **You** in the event that **You** need legal assistance arising under one of the following sections of cover:

- Criminal Prosecution Defence
- Contract
- Debt Recovery
- Tax Disputes
- Jury Service
- Social Media Defamation

See the 'Cover' section for further details.

In the event of a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other **Adviser's** fees unless court **Proceedings** are issued, or a **Conflict of Interest** arises. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Legal Costs and Expenses** payable by **Us** are limited to no more than (a) **Our Standard Legal Costs and Expenses**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

How To Make A Claim

A. TELEPHONE HELPLINES

Legal Expenses Helpline

The **Legal Expenses Helpline** service may be used to discuss any legal or tax problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man. Simply telephone 0344 770 1040 quoting "Ripe Insurance – Occupational Legal Expenses Insurance" and ask to speak to a legal **Adviser**. This service is here to help **You**. Do not hesitate to make full use of it. In particular if something **You** are proposing to do may result in a claim, **You** must use the helpline first.

B. HOW TO MAKE A CLAIM – TAX

There will be no cover under this Policy unless **You** have obtained specific authorisation from the **Legal Expenses Helpline** and then sought and followed the advice as to the procedure to be adopted on receiving:

1. a written decision, notification of dissatisfaction or assessment issued by HM Revenue & Customs following an examination of **Your** books, records or accounts;
2. a notification in writing by the relevant authority of an HM Revenue & Customs enquiry, investigation or dispute;
3. an enquiry following a control visit by HM Revenue & Customs into the operation of PAYE and NIC resulting in a letter of dissatisfaction with **Your** affairs;
4. an enquiry conducted into the status of **You** under the Social Security Contributions (Intermediaries) Regulations 2000 and/or the Welfare Reform and Pensions Act 1999 and/or the Finance Act 2000;
5. an enquiry by HM Revenue & Customs into **Your** self-assessment return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 together with a request to examine **Your** books and records; or
6. an enquiry by HM Revenue & Customs which is limited to one or more specific aspects of the Customer's self-assessment Return following the issue of a notice under Section 9A or Section 12AC of the Taxes Management Act 1970 or Schedule 18, paragraph 24 of the Finance Act 1998 which does not include a request to examine all **Your** books and records.

If **You** do not tell **Us** about this event within 180 days and within the **Period of Insurance**, any claim resulting from that event will not be covered. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance. **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

C. HOW TO MAKE A CLAIM (ALL OTHER SECTIONS OF COVER)

Potential claims must be notified to **Us** by telephoning the **Legal Expenses Helpline** and before instructing an **Adviser**. **You** must make **Your** claim as soon as **You** are, or should reasonably have been, aware of any event which has resulted in, or could result in an **Insured Event**. (If **You** do not tell **Us** about this event within 180 days, and within the **Period of Insurance**, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Expenses Helpline**. **Legal Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be completed, giving a complete and truthful report of the facts of the claim, indicating any potential witnesses and any documentary evidence and return it to **Us** at the earliest opportunity.

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Claims Made

This is a "Claims Made" insurance contract which means it only covers claims notified to **Us** during the **Period of Insurance** and within 180 days, of any circumstance which may give rise to any claim. Failure to do so would lead **Us** to decline a claim for indemnity under this insurance.

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Legal Costs and Expenses** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Legal Costs and Expenses** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Fair Presentation

You are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the Insurer's decision to provide insurance to **You** on the terms agreed.

Excluded Trades

There is no cover under this policy if **You** are engaged in the following trades:

- Aircraft / aerospace
- Gaming gambling and night clubs
- Fairgrounds and amusement arcades
- Waste / refuse disposal
- Solicitors
- Professional sporting clubs
- Builders and allied trades
- Care/nursing homes
- Educational establishments
- Recruitment agencies and umbrella companies
- Financial Services

Advice and Authorisation Procedures

There will be no cover under this insurance contract unless **You** follow the advice and authorisation procedures set out in the 'How to Make a Claim' section.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Cover

This insurance provides indemnity in respect of **Legal Costs and Expenses** up to the **Maximum Amount Payable** where:

- a) The **Insured Event** is notified to **Us** during the **Period of Insurance** and within 180 days, of occurrence
- b) The **Insured Event** and any **Proceedings** take place within the **Territorial Limits**

This section is broken down into two sections: Definitions and Sections of Cover. The Definitions section sets out the meaning of important terms which will be used throughout this policy. Wherever **You** see a term highlighted in this policy, it refers to a definition contained in that section. If a term is defined in the main policy and in the Definitions section the term in the Definitions section will be used for this legal expenses part. The Sections of Cover sets out in detail what **You** are and what **You** are not insured against. Read this carefully together with the exclusions and conditions of this policy before **You** make a claim.

Definitions

Adviser

Our panel solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the Insurers to act for You, or, and subject to the Insurers agreement, where Proceedings have been issued, another legal Adviser nominated by You.

Aggregate Amount Payable

The maximum We will pay for all claims arising under this insurance in one Period of Insurance. The Aggregate Amount Payable is £50,000.

Attendance Expenses

Means the actual loss of earnings of any Employee, or other officer of Yours for the period they are absent from work to attend at any court or tribunal hearing either while attending Jury Service.

For each half or full day of such attendance and shall be calculated on the basis that the period of absence from work shall be calculated to the nearest half day, taking an eight hour day to be a whole day for this purpose and the maximum period for which a claim can be made in respect of any one day

The maximum payable in respect of one eight hour period shall be £100 per person.

Business Premises

The Business Premises declared to and accepted by Us.

Conditional Fee Agreement

An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.

Conflict of Interest

Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Data Controller

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

Data Protection Legislation

The relevant Data Protection Legislation in force in the United Kingdom at the time of the Insured Event, that being:

- (i) before 25 May 2018, the Data Protection Act 1998; and
- (ii) from 25 May 2018 onwards, the Data Protection Act 2018 and the General Data Protection Regulation, or as otherwise applied in the event that the UK withdraws from the EU.

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

HMRC

H.M. Revenue and Customs in the United Kingdom.

HM Revenue and Customs Full Enquiry

An extensive examination by HMRC under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Tax

In accountancy matters the Insured Event arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.

Criminal Proceedings

In criminal cases the **Insured Event** will be the date that **You** commenced or are alleged to have commenced to violate the criminal law in question.

Jury Service

In a claim arising from jury service the **Insured Event** arises at the end of the period of jury service, at which point **You** can submit a claim. For the purposes of the Limit, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Insurers

AmTrust Europe Limited.

Legal Costs and Expenses

Reasonable unrecovered fees and disbursements properly and necessarily incurred by the **Adviser** with **Our** prior written authority and any costs incurred by a third party, on the standard basis of any **Proceedings**, for which **You** may be made liable by order of a court or by agreement.

Legal Expenses Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable

The maximum sum payable by **Us** in respect of an **Insured Event**, subject to the **Aggregate Amount Payable**.

The Limits for each section of cover is £25,000

Period of Insurance

The period of cover declared to and accepted by **Us**.

Proceedings

Civil, criminal, tribunal or arbitration proceedings or appeals arising from them brought in the **Territorial Limits**.

Standard Legal Costs and Expenses

The level of **Legal Costs and Expenses** that would normally be incurred by **Us** in using an **Adviser** of **Our** choice, including **Our Conditional Fee Agreement**.

Territorial Limits

The United Kingdom.

We/Us/Our/Ourselves

Arc Legal Assistance Limited acting on behalf of **Insurers**.

You/Your

The person(s), company or companies declared to and accepted by **Us**.

Sections Of Cover

CRIMINAL PROSECUTION DEFENCE

What is insured:-

Legal Costs and Expenses beyond any **You** are able to recover under Legal Aid, to defend a criminal prosecution against **You** for an offence **You** are alleged to have committed relating to **Your** occupation.

What is not insured:-

Claims

- a) Arising from deliberate discrimination by **You** amounting to an act of unlawful discrimination;
- b) For incidents dealt by the Health and Safety Executive under the Fee for Intervention (FFI) cost recovery schemes under the Health and Safety (Fees) Regulations 2012;
- c) For criminal prosecutions brought under Health and Safety legislation;
- d) For damages, compensation, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction;
- e) Arising from a motor prosecution;
- f) Arising from **Your** prosecution alleging:
 - i. Intentional obstruction of a person in the execution of a warrant issued under **Data Protection Legislation** by **You**;
 - ii. Arising from **Your** failure to give a person executing such a warrant the assistance they reasonably require for its execution;

CONTRACT

What is insured

Legal Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services in relation to **Your** occupation where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250, but no more than £5,000.

The contract must have been either entered into:

- a) after the start of the first **Period of Insurance**; or
- b) before the start of the first **Period of Insurance** subject to **You** providing signed copies which confirm that the contract has been reviewed (and updated) at least once within the last 5 years and confirm that **You** are not aware of any circumstances which may lead to a claim.

What is not insured:-

Claims

- a) For any Insured Events which occurs within 90 days of the start of the first **Period of Insurance**;
- b) For the recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**;
- c) For any dispute **You** may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement;
- d) For the defence of any matter which should be covered under a professional indemnity insurance;
- e) Arising from the sale, lease, service, repair or test of a motor vehicle;
- f) Arising from a dispute over a financial services product, including payments which may be due under an insurance policy;
- g) Arising from a dispute with an Employee or former Employee arising from a **Contract of Employment**;
- h) Arising from any licence or franchise agreements;
- i) Arising from adjudication or arbitration proceedings;
- j) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services.

DEBT RECOVERY

What is insured

Legal Costs and Expenses incurred for a pre-litigation debt recovery template letter service and where necessary **Proceedings** to recover an undisputed debt arising from a contract for the sale or supply of goods or services entered into after the start of the first **Period of Insurance** and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250 but below £5,000.

What is not insured:-

Claims

- a) For any Insured Events which occurs within 90 days of the start of the first **Period of Insurance**;
- b) Relating to a lease or licence or tenancy agreement;
- c) Arising from the purchase, sale, lease, service, repair or test of a motor vehicle;
- d) Relating to a financial services product, including payments which may be due under an insurance policy;
- e) Arising from a dispute over the purchase, sale, lease, provision, service or repair of computer hardware, software, systems or services;
- f) For the recovery of any amount due which the other party disputes on the basis of a defence.

TAX DISPUTES

What is insured

Standard Advisers' Costs incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position including any income **You** earn from **Your** occupation.

This cover applies only if **You** have:-

- a) Maintained proper, complete, truthful and up to date records
- b) Made all returns at the due time without having to pay any penalty
- c) Provided all information that HM Revenue and Customs reasonably requires

What is not insured:-

Claims

- a) Where:
 - i) Deliberate misstatements or omissions have been made, to the authorities
 - ii) Income has been under-declared because of false representations or statements by **You**
 - iii) **You** are subject to an allegation of fraud
- b) For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs

Jury Service

What is insured

Your Attendance Expenses for Jury Service in relation to lost earnings from **Your** occupation.

Social Media Defamation

What is insured

Following defamatory comments made about **Your** occupation through a social media website, Standard Advisers' Costs 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, **You** are also covered for Standard Advisers' Costs to write one letter to the author requesting that the comments are removed from the social media website.

General Exclusions

In addition to those exclusions detailed under the 'Important Conditions' section of this policy, the following exclusions apply to all sections of cover.

1. There is no cover for the following events:

- a) War, invasion, terrorism, piracy, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, military or usurped power
- b) Confiscation, destruction, requisition, nationalisation or seizure by order of the Government or public authority
- c) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- d) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component
- e) **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
- f) Any cyberattack or any attack which, while not designated as such, derives from the misuse, illegal operation, or hacking of a computer system, device, or hardware.

2. There is no cover where:-

- a) **You** should have known when buying or renewing this insurance that the circumstances leading to a claim under this insurance already existed
- b) Something **You** do or fail to do prejudices **Your** position or the position of the Insurer in connection with the **Proceedings**
- c) An estimate of Advisers' Costs of acting for **You** is more than the amount in dispute
- d) Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- e) **You** fail to instruct or give proper instructions to **Us** or to the **Adviser**
- f) **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings** or the success in the prosecution, defence or settlement of the **Proceedings**
- g) **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover
- h) In respect of the amount in excess of **Our Standard Legal Costs and Expenses**, **You** have elected to use an **Adviser** of **Your** own choice
- i) The **Insured Event** occurs outside of the **Territorial Limits**

3. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the Insurer, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending legal actions arising from anything **You** did deliberately or recklessly
- e) Costs if **Your** claim is part of a group claim or will be affected by or will affect the outcome of other claims
- f) **Legal Costs and Expenses:**
 - i. Incurred in avoidable correspondence
 - ii. Which are recoverable from a court, tribunal or elsewhere
- g) Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.
- h) The costs of an appeal unless **We** have given **Our** prior written consent to such costs being incurred.
- i) The fees of an expert witness without **Our** approval being obtained for the appointment of the expert witness and to the amount of his fees.
- j) Prior to the issue of court **Proceedings**, the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of **Our** panel solicitors or their agents.

4. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an Employee
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

5. There is no cover for claims:

- a) Where **You** fail to comply with the conditions of this insurance
- b) Arising from any deliberate criminal act or omission by **You**
- c) Involving prosecutions which allege dishonesty or intentional violence
- d) Notified to **Us** outside of the **Period of Insurance**
- e) Notified to **Us** more than 180 days, after the **Insured Event**
- f) For an application for a judicial review
- g) Made by or against **You** against or by **Us**
- h) Directly or indirectly caused by, contributed to or arising from:
 - i. Subsidence or mining or quarrying activities
 - ii. Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property
 - iii. Secrecy or confidentiality agreements and passing off
 - iv. Computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - v. Actual, planned or proposed works by or under the order of any government or public or local authority
 - vi. Planning law including town and country planning legislation
 - vii. The construction of or structural alteration to buildings or parts of buildings
 - viii. Libel or slander or malicious falsehood (other than in relation to Social Media Defamation cover)
- i) Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Adviser**
- j) Made under this cover which do not arise from or relate to **Your** normal business as shown in the schedule
- k) Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination
- l) Which are false or fraudulent
- m) To defend or pursue new areas of law or test cases

2. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract is known as a third party. Third parties do not have any right to enforce any term of this contract unless they have a right or remedy other than by virtue of the Contracts (Rights of Third Parties) Act 1999.

We will not be bound by any agreement to which **We** are not a party.

3. Value Added Tax

If **You** are registered for VAT, the Insurer will not be liable to indemnify **You** for the VAT element of any legal expenses invoices.

General Conditions

This section should be read together with the 'Important Conditions' section.

1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court **Proceedings** or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any Advisers' Costs in excess of **Our Standard Legal Costs and Expenses**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- c) The **Adviser** will:-
 - i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of Advisers' Costs incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are accepted or rejected cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to Advisers' Costs **We** may require **You** to change **Adviser**.
- e) The Insurer shall only be liable for Advisers' Costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.
- i) Where **You** are awarded any kind of monies, those are to be paid to **Us** first.

2. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy or primary insurance policy, or would have been covered if this policy did not exist, **We** will only pay in excess of any other cover.

3. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known

4. Fraud

In the event of fraud **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**.
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

5. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- i. Where **We** have a reasonable suspicion of fraud
- ii. **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- iii. Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information

6. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

7. Data Protection

Your details, **Your** insurance cover and claims will be held by **Us** and or the **Insurers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **Data Protection Legislation**.

8. Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

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 promptly. 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 is not yet resolved plus an indication of when a final response will be provided. 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 a final response will be provided. After eight weeks, if You are not satisfied 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. Further information about the service and eligibility is available at <http://www.financial-ombudsman.org.uk>.

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
London
E14 9SR

Tel 08000 234 567

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

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or the Insurer are unable to meet their obligations, Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements and eligibility is available at <http://www.fscs.org.uk/>



The Royals, Altrincham Road, Manchester M22 4BJ

t. 0344 274 3721

e. photography@ripeinsurance.co.uk

w. www.ripeinsurance.co.uk/photography