# Occupational Legal Expenses Insurance Product Information Document



Product: Commercial Legal Protection
Underwritten By: AmTrust Europe Limited

Ripe Insurance Services Ltd who are permitted to deal as an agent for the insurer and who are Authorised and Regulated by the Financial Conduct Authority No. 313411

This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited.

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

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.

This document summarises the key features of Your insurance policy. It is not tailored to individual needs and so may not provide all the information relevant to Your cover requirements. Complete pre-contractual and contractual information is provided in other documents.

# What is this type of insurance?

Commercial Legal Protection provides insurance to cover up to £25,000 for advisers' costs for certain types of legal action(s) as detailed in this document, Your policy wording and Your insurance schedule.



### What is insured?

We'll cover a legal advisers' costs to help You pursue or defend a claim in the following situations:

- Criminal Prosecution Defence: Costs and expenses beyond any You are unable 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.
- Contract: 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.
- ✓ Debt Recovery: Costs and expenses incurred for a pre-litigation debt recovery template letter service and 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.
- ✓ Tax Disputes: 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.
- Jury Service: Attendance expenses for Jury Service in relation to lost earnings from Your occupation.
- Social Media Defamation: 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.



# What is not insured?

The policy does not provide cover for:

- Pre-inception incidents: We won't cover events that started before the policy began.
- ➤ Prospects of success: We won't cover any legal action if there are not prospects of success. This is where the likelihood of winning is less than 50%.
- Minimum amount in dispute: We won't cover claims for Contract or Debt Recovery if the amount in dispute is less than £250 (but no more than £5,000). We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for You.
- Conflicts: We will not cover any claims relating to disputes with anyone You live with or have lived with; nor any costs covered by another insurance policy.
- Approved Costs: We will not cover any 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.







# Where am I covered?

Claims which arise, or where proceedings are brought in the United Kingdom, the Channel Islands, the Isle of Man and member states of The European Union.



### Are there any restrictions on cover?

- ! Your own advisers' costs: Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use Your own legal representative, but We won't cover any costs in excess of our standard advisers' rates.
- ! Withdrawn claims: If You withdraw from the legal action without our consent, you're responsible for any advisers' costs.



# What are my obligations?

- You must notify claims as soon as reasonably possible once you become aware of the insured incident and within no more than 180 days of you becoming aware of the insured incident.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- **You** shall supply all information requested by the adviser and us.
- **You** must gain our consent before incurring any legal advisers' costs.



# When and how do I pay?

- > You can pay in full either by direct debit or credit card.
- Alternatively monthly payments are also available, if You have selected this option You will be informed by Your credit provider the date and amounts of each payment.



# When does the cover start and end?

From the starting date (shown on Your schedule) for 12 months – and then for the period specified when You renew and pay Your premium.



# How do I cancel the contract?

If You decide that for any reason, this Policy does not meet Your insurance needs then please return it to Ripe Insurance for Photography within 14 days of issue. On condition that no claims have been made or are pending a full refund will be available.

There after You may cancel the Policy at any time by informing Ripe Insurance for Photography. At Our discretion, We will provide you with a pro rata refund of premium less any cancellation administration fee applied by Ripe Insurance for Photography and disclosed to You in Your Terms of Business Agreement with them. There will be no return of premium whereby a loss has been reported under this Policy. There will also be no return of premium where the premium refund due is less than £10.

