

# The Retail Mutual

## Business Legal Solutions Policy Wording

### Master Policy

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the:

-  Legal and tax advice helpline
-  Business legal services website
-  Claims procedure.

#### Obtain a claim form

Members can call us on **0117 917 1698** between 9am and 5pm weekdays (except bank holidays) or go online [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

#### Telephone helplines

- **24/7 legal advice** on business matters within UK and EU law **0344 571 7978**
- **Redundancy approval** 9am to 5pm weekdays (except bank holidays) **0330 303 1955**
- **UK tax advice** 9am to 5pm weekdays (except bank holidays) **0344 571 7978**

#### Crisis communication

- **0344 571 7964**

#### Confidential counselling

- **0333 000 2082**

#### Business Legal Service

Members can register at: [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code shown in their Business Legal Solutions information document to access the law guide and download legal documents to help with commercial legal matters.

#### Main benefits of The Retail Mutual Business Legal Solutions Policy

Cover under this policy empowers The Retail Mutual Members with Business Cover provided by The Retail Mutual to protect their legal rights in the future. With support from ARAG these Members could be protected from legal costs arising from:

- employment disputes (including TUPE) & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- employees' extra protection & identity theft
- crisis communication

#### Who are ARAG?

Our UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.6 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert legal rights. With this aim in mind we provide innovative and affordable products to both companies and directors and partners.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.



# Important information

## Helplines

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if our advisors consider that your Member's helpline usage is becoming excessive they will tell your Member. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

### Legal and tax advice 0344 571 7978

If your Members have a legal or tax problem relating to their business, we recommend your Members call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

The advice covers business-related legal matters within UK and EU law or tax matters within the UK. Their query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

### Redundancy approval 0330 303 1955

We can arrange for specialist advice if your Members are planning redundancies. This will assist them in implementing a fair selection process and ensure that the redundancy notices are correctly served. This service is available between 9am and 5pm on weekdays (except bank holidays), subject to a charge.

### Crisis communication 0344 571 7978

If your Members are concerned about an event that may result in negative publicity which could affect their business, they can access professional public relations support from our Crisis Communication experts.

Where possible, initial advice for them to act upon will be provided over the phone, but if their circumstances require professional work to be carried out in advance of any actual adverse publicity, such services are available on a consultancy basis and subject to them paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage a Member's business, they are insured against the costs of crisis communication services under Insured event 11 when they use this helpline.

### Counselling assistance 0333 000 2082

For Members' employees (including family members permanently living with them) needing confidential help and advice, our qualified counsellors are available to provide telephone support on any matter that is causing them upset.

## Claims Procedure

If a Member needs to make a claim **they** must notify us as soon as possible.

1. Under no circumstances should they instruct their own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
2. Members can download a claim form by visiting [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or they can request one by telephoning us on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. The Member's completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send the Member a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to the Member either:
  - a) confirming cover under the terms of the policy and advising the Member of the next steps to progress their claim; or
  - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When a representative is appointed they will try to resolve the Member's dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## What happens if the insurer cannot meet its liabilities?

The insurer, ARAG Allgemeine Versicherungs-AG Branch United Kingdom, is covered by the Financial Services Compensation Scheme (FSCS). The Retail Mutual Members who have cover under this policy may be entitled to compensation of up to 90% of the cost of their claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk).

## **Privacy Statement**

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website [www.arag.co.uk](http://www.arag.co.uk)

### **Collecting personal information**

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement. We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

### **Using personal or sensitive information**

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in administering this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

### **Keeping personal information**

We shall not keep personal information for any longer than necessary.

### **Member's rights**

Members have a number of rights in relation to how we hold personal data including the right to:

- have a copy of the personal data we hold;
- object to the use of personal data or the withdrawal of previously given consent;
- have personal data deleted.

For a full list of privacy rights and when we will not be able to delete personal data, please refer to our full privacy statement.

## Essential Business Legal

This policy is evidence of the contract between the **master policyholder** and the **insurer**.

Terms that appear in bold face type have special meanings. Please read **Meanings of Words & Terms** for more information.

### Policy cover

Following an insured event the **insurer** will pay the **Member's legal costs & expenses** including the cost of appeals (and compensation awards under Insured event 2 Employment compensation awards) up to the limit of indemnity and aggregate limit specified in the schedule to which this policy attaches for all claims related by time or originating cause subject to all of the following requirements being met:

1. **You** have paid the insurance premium.
2. **You** and the **Member** keep to the terms of this policy and cooperate fully with **us**.
3. The Insured event arises in connection with **your Member's** business and occurs within the **territorial limit**.
4. The claim
  - a) always has **reasonable prospects of success** and
  - b) is reported to **us**
    - i) during the **period of insurance** and
    - ii) as soon as the **Member** first becomes aware of circumstances which could give rise to a claim.
5. Unless there is a conflict of interest, the **Member** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - a) to be heard by an Employment Tribunal and/or
  - b) before proceedings have been or need to be issued.
6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **territorial limit**.

A claim is considered to be reported to **us** when **we** have received the **Members** fully completed claim form.

## Insured events covered

### 1 Employment

A dispute between the **Member** and their **employee**, ex-**employee**, or a prospective **employee**, arising from a breach or an alleged breach of their

- a) contract of service with the **Member** and/or
- b) related legal rights.

A claim can be made under the policy provided that all internal procedures as set out in the

- i) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- ii) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

### What is not covered under Insured event 1

Any claim arising from or relating to:

1. the pursuit of an action by the **Member** other than an appeal against the decision of a court or tribunal
2. redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of the **Member's** cover, except where **your Member** has had equivalent cover in force up until the start of their cover
3. **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal
4. a pension scheme where actions are brought by 10 or more **employees** or ex-**employees**.

### 2 Employment compensation awards

Following a claim **we** have accepted under Insured event 1 Employment, the **insurer** will pay any

- a) basic and compensatory award awarded against **your Member** by a tribunal or
- b) an amount agreed by **us** in settlement of a dispute. Provided that compensation is
  - i) agreed through mediation or conciliation or under a settlement approved by **us** in advance or
  - ii) awarded by a tribunal judgment after full argument unless given by default.

### What is not covered under Insured event 2

Compensation awards or settlements relating to:

1. money due to an **employee** under a contract or a statutory provision relating thereto
2. trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council
3. civil claims or statutory rights relating to trustees of occupational pension schemes.

### 3 Employment restrictive covenants

- a) A dispute with **your Member's employee** or ex-**employee** which arises from breach of a restrictive covenant where the **Member** is seeking financial remedy or damages. Provided that the restrictive covenant
  - i) is designed to protect the **Member's** legitimate business interests and
  - ii) is evidenced in writing and signed by the **Member's employee** or ex-**employee** and
  - iii) extends no further than is reasonably necessary to protect the business interests and
  - iv) does not contain restrictions in excess of 12 months.
- b) A dispute with another party who alleges that the **Member** has breached legal rights protected by a restrictive covenant.

### 4 Tax protection

- a) A formally notified enquiry into the **Member's** tax affairs, or into the personal tax affairs of the **Member's** directors and/or partners.
- b) A dispute about **your Member's** compliance with regulations relating to:
  - i) Value Added Tax, or
  - ii) Pay As You Earn, or
  - iii) Social Security, or
  - iv) National Insurance Contributions, or
  - v) the Construction Industry Scheme, or
  - vi) IR35following a compliance check by HM Revenue & Customs.
- c) An enquiry into the **Member's** tax affairs, or into the personal tax affairs of **your Member's** directors and/or partners, arising from an alleged discovery by HM Revenue & Customs.  
Provided that:
  - i) all returns are completed and have been submitted within the statutory timescales permitted; and
  - ii) the **Member** keeps proper records in accordance with statutory requirements; and
  - iii) in respect of any appealable matter the **Member** has requested an Internal Review from HM Revenue & Customs where available.

#### What is not covered under Insured event 4

Any claim arising from or relating to:

1. tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless and/or deliberate misstatements
2. an investigation by the Fraud Investigation Service of HM Revenue & Customs
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your Member's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. the **Member's** failure to register for VAT.

### 5 Property

A dispute relating to material property which the **Member** owns or is their responsibility:

- a) following an event which causes physical damage to the **Member's** material property
- b) following a public or private nuisance or trespass
- c) which the **Member** wishes to recover or repossess from an **employee** or ex-**employee**.

#### What is not covered under Insured event 5

Any claim arising from or relating to:

1. a contract between **your Member** and a third party except for a claim under 5 c)
2. goods in transit or goods lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
4. a dispute with any party other than the party who caused the damage, nuisance or trespass.

<p><b>6 Legal defence</b></p> <p>a) A criminal investigation and/or enquiry by:</p> <ul style="list-style-type: none"> <li>i) the police or</li> <li>ii) a health &amp; safety authority or</li> <li>iii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to <b>your Member</b> being prosecuted.</li> </ul> <p>b) An offence or alleged offence which leads to <b>your Member</b> being prosecuted in a court of criminal jurisdiction.</p> <p>c) A motor prosecution brought against the <b>Member's</b> directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from place of work.</p>	<p><b>What is not covered under Insured event 6</b></p> <p>Any claim relating to a parking offence.</p>
<p><b>7 Compliance &amp; regulation</b></p> <p>a) Receipt of a Statutory Notice that imposes terms against which the <b>Member</b> wishes to appeal.</p> <p>b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.</p> <p>c) A civil action alleging wrongful arrest arising from an allegation of theft. A claim against the <b>Member</b> for compensation under the Data Protection Act 2018</p>	<p><b>What is not covered under Insured event 7</b></p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> <li>1. the pursuit of an action by the <b>Member</b> other than an appeal</li> <li>2. a routine inspection by a regulatory authority</li> <li>3. a Health and Safety Executive Fee for Intervention.</li> </ol>
<p><b>8 Statutory licence appeals</b></p> <p>An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew the <b>Member's</b> statutory licence or compulsory registration.</p>	
<p><b>9 Loss of earnings</b></p> <p><b>Your Member's</b> absence from work</p> <p>a) to attend:</p> <ul style="list-style-type: none"> <li>i) court;</li> <li>ii) a tribunal or arbitration;</li> <li>iii) a professional body's disciplinary hearing;</li> <li>iv) regulatory proceedings at the request of the <b>appointed advisor</b>;</li> </ul> <p>b) or whilst on jury service which results in loss of earnings.</p>	<p><b>What is not covered under Insured event 9</b></p> <p>Any sum which can be recovered from the court or tribunal.</p>

## 10 Employees' extra protection

At the **Member's** request

- a) where civil proceedings are issued against their **employee**:
  - i) for unlawful discrimination; or
  - ii) in the capacity as a trustee of a pension fund set up for the benefit of **your Member's employees**;
- b) where **your Member** or a member of their family suffers physical bodily injury or death as a result of a sudden event
- c) a claim arising from personal identity theft targeted at the **Member** as an individual or the **Member's** directors and/or partners.

## What is not covered under Insured event 10a) & b)

Any claim arising from or relating to:

1. legal defence of the **Member**
2. a condition, illness or disease which develops gradually over time.

## 11 Crisis communication

Following an event which causes the **Member's** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on their business, **we** will:

- a) liaise with the **Member** and their solicitor (whether the solicitor is an **appointed advisor** under this policy or acts on the **Member's** behalf under any other policy) to draft a media statement or press release and/or
- b) prepare communication for the **Member's** staff/customers/suppliers and/or a telephone or website script or social media messaging and/or
- c) arrange, support and represent a **Member** at an event which media will be reporting
- d) support the **Member** by taking phone calls/emails and managing interaction with media outlets
- e) support and prepare the **Member** for media interviews provided that the **Member** has sought and followed advice from **our** Crisis Communication helpline.

## What is not covered under Insured event 11

Any claim arising from or relating to:

1. matters that should be dealt with through the **Member's** normal complaints procedures
2. a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
3. **legal costs & expenses** in excess of £10,000.

## What is **not covered** by this policy (applicable to the whole policy)

**Your Member** is not covered for any claim arising from or relating to:

1. **legal costs & expenses** or compensation awards incurred without **our** consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which **your Member** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **Member** involving:
  - a) assault, violence, indecent or obscene materials, dishonesty, malicious falsehood, defamation, the manufacture dealing in or use of alcohol, illegal drugs, illegal immigration; except in relation to Insured event 11 Crisis communication
  - b) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
4. defending a claim in respect of damages for personal injury (other than injury to feelings in relation to Insured event 1 Employment), or loss or damage to property owned by the **Member**
5. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
6. a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
7. franchise or agency agreements
8. a judicial review
9. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
10.
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon the **Member**.
10. The payment of fines, penalties or compensation awarded against the **Member** (except as covered under Insured event 2 Employment compensation awards or Insured event 7d) or costs awarded against the **Member** by a court of criminal jurisdiction.

## Policy conditions

Where the **insurer's** risk is affected by the **Member's** failure to keep to these conditions the **insurer** can withdraw a **Member's** cover entitlement under this policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs & expenses** from the **Member** if this happens.

### 1. The Member's responsibilities

Your **Member** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **Member's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) keep **legal costs & expenses** as low as possible
- e) allow the **insurer** at any time to take over and conduct in the **Member's** name, any claim.

### 2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **Member** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.

b) If:

- i) **we** agree to start proceedings or proceedings are issued against a **Member**, or
- ii) there is a conflict of interest

the **Member** may choose a qualified **appointed advisor** except where the **Member's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.

- c) Where the **Member** wishes to exercise the right to choose, the **Member** must write to **us** with a preferred representative's contact details. Where the **Member** chooses to use a preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them including rates which may be lower than those available from other firms.)
- d) If the **Member** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for a **Member**, cover for that claim will end immediately.

### 3. Consent

- a) The **Member** must agree to **us** having sight of the **appointed advisor's** file relating to the **Member's** claim. The **Member** is considered to have provided consent to **us** or **our** appointed agent to have sight of the file for auditing and quality and cost control purposes.
- b) The Retail Mutual retains the right to veto a claim made under this policy if the Mutual considers the claim will cause The Retail Mutual any form of reputational damage.

### 4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **Member's** claim.
- b) The **Member** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- c) If the **Member** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.

### 5. Barrister's opinion

If a dispute arises regarding the merits or value of a claim, between **us** and the **Member**, where appropriate **we** may require the **Member** to obtain and pay for an opinion from a barrister. If the opinion supports the **Member**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final (third) opinion which shall be binding on the **Member** and **us**. This does not affect the **Member's** right under Condition 6 below.

### 6. Arbitration

If any dispute between the **Member** and **us** arises from this policy, the **Member** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **Member's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **Member** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If **we** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

## 7. Other insurance

The **insurer** will not pay more than its fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

## 8. Fraudulent claims and claims tainted by dishonesty

- a) If the **Member** makes any claim which is fraudulent or false, **we** may:
  - i) refuse to pay the claim
  - ii) recover from the **Member** any money **we** have paid to the **Member** in respect of the claim
  - iii) cancel the **Member**'s cover under this policy from the date of the fraudulent or false act and if **we** cancel the **Member**'s cover **we** may refuse all liability to the **Member** for any event happening after the fraudulent or false act.
- b) A **Member** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Member** has breached this condition and that the breach has:
  - i) affected **our** assessment of **reasonable prospects of success**, and/or
  - ii) prejudiced any part the outcome of the **Member**'s claimthe **insurer** shall have no liability for **legal costs & expenses**

## 9. Cancellation

- a) The **master policyholder** may cancel the policy:
  - i) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
  - ii) at any other time by giving **us** at least 21 days' written notice and the **insurer** will refund the premium for the remaining **period of insurance** period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.
- b) Where there is a valid reason for doing so, the **insurer** and the **master policyholder** have the right to cancel a **Member**'s entitlement to insurance under this master policy at any time by giving at least 21 days' written notice to the **Member**. The **insurer** will refund the premium in respect of that **Member** for the remaining **period of insurance**. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - i) where the party claiming under this policy fails to co-operate with or provide information to **us** or the **appointed advisor** in a way that materially affects **our** ability to process a claim, or **our** ability to defend the **insurer**'s interests,
  - ii) where the **Member** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,
  - iii) where **we** reasonably suspect fraud.
- c) The **insurer** may also cancel the master policy or a **Member**'s entitlement to insurance under the master policy and refund the premium for the remaining **period of insurance** if at any time the **master policyholder** or the **Member**
  - i) enters into a voluntary arrangement or a deed of arrangement
  - ii) become bankrupt, are placed into administration, receivership or liquidation
  - iii) have their affairs or property in the care or control of a receiver or administrator.

The **insurer** also reserves the right to withdraw from any claim in the circumstances noted in 9 b) and 9 c).

## 10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments and rules referred to within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation. This policy will be governed by English law.

## 11. Contracts (Rights of Third Parties) Act 1999

Other than the **Member**, a person who is not party to this this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

## Meaning of **Words & Terms**

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

### **Appointed advisor**

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **Member**.

### **Employee/Employees**

1. A worker who has or alleges they have entered into a contract of service with the **Member**.
2. Managers and officers of the **Member's** business.
3. A person declared to **us**, who is contracted to perform work for the **Member**, who in all other respects the **Member** has arranged to insure on the same basis as their **employees** and who performs work under the **Member's** supervision.
4. The estate, heirs, legal representatives or assigns of any persons stated in 1, 2 and 3 in the event of such person dying.

### **Insurer**

ARAG Allgemeine Versicherungs-AG Branch UK.

### **Legal costs & expenses**

1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.
2. In civil claims, other side's costs, fees and disbursements where the **Member** has been ordered to pay them or pays them with **our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 4 Tax protection by the **appointed advisor** and agreed by **us** in advance.
4. **Your Member's employee's** basic wages or salary under Insured event 9 Loss of earnings in the course of employment with the **Member** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where **the Member** does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
5. The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention directed towards the **Member** under Insured event 11 Crisis communication.

### **Master policy**

The master Business Legal Solutions policy issued by **us** to the **master policyholder**.

### **Master policyholder/you/your**

The NFRN Mutual Limited trading as The Retail Mutual.

### **Member**

1. Members of The NFRN Mutual Limited, trading as The Retail Mutual, receiving business cover provided by The Retail Mutual,
2. The estate, heirs, legal representatives or assigns of any persons stated in 1. in the event of such person dying.

### **Period of insurance**

The period shown in the schedule to which this policy attaches.

### **Reasonable prospects of success**

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **Member** successfully pursuing or defending the claim and, if the **Member** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **Member**
  - a. pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - b. pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **Member** being successful.

Where it has been determined that reasonable prospects of success do not exist, the **Member** shall be liable to pay any legal costs incurred should they pursue or defend the claim irrespective of the outcome.

**Small claims court**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Rule 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

**Territorial limit**

For Insured events 6 Legal defence and 7 Compliance & regulation the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

**We/Us/Our**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**, ARAG Allgemeine Versicherungs-AG Branch UK.

Signed by



Managing Director of ARAG plc

## How we handle complaints

### Step 1

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

We can be reached in the following ways:



**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).



**customerrelations@arag.co.uk**



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

### Step 2

If a complaint remains unresolved you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:



**0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile**



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



**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 out 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 your legal rights.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the FCA on 0300 500 0597. ARAG plc is a coverholder of the insurer ARAG Allgemeine Versicherungs- AG Branch United Kingdom. ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and by the Prudential Regulation Authority and is also regulated by the FCA (firm reference number 722744).

**[www.arag.co.uk](http://www.arag.co.uk)**

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