

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

Telephone helplines

- **24/7 legal advice** on business matters within UK and EU law **0344 571 5194**
- **Redundancy assistance** 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 and enter the voucher code X1232K545CA3 (also 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
- contract & debt recovery.

Who are ARAG?

ARAG plc is part of the global ARAG Group, the largest family-owned enterprise in the German insurance industry. Founded in 1935, on the principle that every citizen should be able to assert their legal rights, ARAG now employs 4,000 people around the world and generates premium income in excess of €1.8 billion.

Operating in the UK since 2006, ARAG plc provides a comprehensive suite of “before-the-event” and “after-the-event” legal insurance products and assistance solutions to protect both businesses and individuals.



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 5194

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 assistance 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 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.

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

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 all relevant 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 will 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. actual or alleged redundancy that is notified to **your Member** within 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, industrial or labour arbitration or collective bargaining agreements
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 disputes

- a) A formally notified enquiry into the **Member's** business tax.
- b) A dispute about **your Member's** compliance with regulations relating to **your Member's employees**, workers or payments to contractors.
- c) A dispute with HMRC about Value Added Tax. Provided that:
 - i) the **Member** keeps proper records in accordance with statutory requirements; and
 - ii) 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 are submitted late or for any other reason 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 lent or hired out
3. compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority

6 Legal defence

- a) A criminal investigation and/or enquiry by:
 - i) the police or
 - ii) other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to **your Member** being prosecuted.
- b) The charge for an offence or alleged offence which leads to **your Member** being prosecuted in a court of criminal jurisdiction.

What is not covered under Insured event 6

Any claim relating to a parking offence.

<p>7 Compliance & regulation</p> <ul style="list-style-type: none"> a) Receipt of a Statutory Notice that imposes terms against which the Member wishes to appeal. b) Notice of a formal investigation or disciplinary hearing by any professional or regulatory body. c) A civil action alleging wrongful arrest arising from an allegation of theft. d) A claim against the Member for compensation under the Data Protection regulations. e) A civil action alleging that the Member has <ul style="list-style-type: none"> i) committed an act of unlawful discrimination; or ii) failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of your Member's employees. 	<p>What is not covered under Insured event 7</p> <p>Any claim arising from or relating to:</p> <ol style="list-style-type: none"> 1. the pursuit of an action by the Member other than an appeal 2. a routine inspection by a regulatory authority 3. an enquiry, investigation or enforcement action by HMRC 4. a claim brought against your Member's business where unlawful discrimination has been alleged.
<p>8 Statutory licence appeals</p> <p>An appeal against a formal written proposal by the relevant authority to alter, suspend, revoke or refuse to renew the Member's statutory licence or compulsory registration required to run your Member's business.</p>	
<p>9 Loss of earnings</p> <p>Your Member's absence from work to attend court, a tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the appointed advisor or while on jury service which results in loss of earnings.</p>	<p>What is not covered under Insured event 9</p> <p>Any sum which can be recovered from the court.</p>
<p>10 Personal injury</p> <p>An event that causes bodily injury to, or the death of, your Member or Member's family.</p>	<p>What is not covered under Insured event 10</p> <p>Any claim arising from or relating to a condition, illness or disease which develops gradually over time.</p>
<p>11 Executive suite</p> <p>This Insured event applies only to the principal, executive officers, directors and partners of your Member's business.</p> <ul style="list-style-type: none"> a) An HMRC enquiry into the executive's personal tax affairs. b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from your Member's business. c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite identity theft resolution helpline. d) A dispute that arises from the terms of your Member's business partnership agreement that is to be referred to mediation. e) Crisis communication as described in Insured event 13 below is available to the principal, executive officers, directors and partners of your Member's 	<p>What is not covered under Insured event 11</p> <ol style="list-style-type: none"> 1) Any claim arising from or relating to: <ol style="list-style-type: none"> a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions b) an investigation by the Fraud Investigation Service of HMRC c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom e) a parking offence f) costs incurred in excess of £25,000 for a claim under 11 d) and 11 e). 2) Crisis communication for something that has not actually resulted in adverse publicity appearing online, in print or broadcast.

business for something happening in their private and personal capacity that causes significant adverse publicity or reputational damage.

12 Contract & debt recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf to buy, sell, hire or lease goods or services or to rent **your business** premises, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

What is not covered under Insured event 12

Any claim arising from or relating to:

- 1) an amount which is less than £200
- 2) a dispute with a tenant or leasee where **you** are the landlord or lessor
- 3) the sale or purchase of land or buildings
- 4) loans, mortgages, endowments, pensions or any other financial product
- 5) computer hardware, software, internet services or systems which
 - a) have been supplied by **you** or
 - b) have been tailored to **your** requirements
- 6) a breach or alleged breach of a professional duty by an **insured**
- 7) the settlement payable under an insurance policy
- 8) a dispute relating to an **employee** or ex-**employee**
- 9) adjudication or arbitration.

13 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.
- provided that the **Member** has sought and followed advice from **our** Crisis Communication helpline.

What is not covered under Insured event 13

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 £25,000.

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. costs 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, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or illegal using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to Insured event 13 Crisiscommunication
- 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) National Minimum Wage and/or National Living Wage Regulations
- 6) patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
- 7) a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Insured event 11 d)
- 8)
 - a) a franchise agreement
 - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
- 9) a judicial review
- 10) a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
- 11)
 - 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**.
- 12) 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 Members' 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) 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 interestthe **Member** may choose a qualified **appointed advisor** except where the **Member's** claim is to be dealt with by the Employment Tribunal, **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

We may require the **Member** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of their claim. 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 actand 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

1. solicitor, accountant or other advisor (who is not a mediator) appointed by **us** to act on behalf of the **Member**.
2. mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Business

The occupation, trade profession or enterprise carried out by the entity shown in the schedule that attaches to this policy.

Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

Conditional fee agreement

A legally enforceable agreement between **your member** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% "no-win no-fee" or
- 2) where discounted, that a discounted fee is payable.

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.

Territorial limit

For Insured events 6 Legal defence, 7 Compliance & regulation and 12 Contract & debt recovery 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

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 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

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