

Besso Commercial Legal Expenses Insurance

Contract no: 10032/269/04/09/B

This cover is insured by Inter Partner Assistance and administered by Arc Legal Assistance

It is a condition of this insurance that You seek and follow the advice of the Legal Helpline prior to Dismissal of an Employee or making a significant alteration to their terms of employment. See the claims procedure at the end of this certificate for further information

In the event of a valid claim under this insurance, Arc will appoint Irwin Mitchell Solicitors, or their agents, to handle the Insured's case. The Insured is not covered for any other Professional Adviser's fees unless court proceedings are issued. Where, following the issue of Court Proceedings, The Insured has elected to use a Professional Adviser of their own choice The Insured will be responsible for any Professional Costs and Expenses in excess of Arc's Standard Professional Costs and Expenses

This is a "Claims Made" insurance contract. 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.

Definitions

Aggregate Limit

The maximum **We** will pay for all claims arising under this insurance in one **Period of Insurance**. The **Aggregate Limit** is £500,000

Awards of Compensation

Basic and compensatory awards of compensation which the **Insured** must pay as a result of judgement in a dispute under employment legislation following a claim under section 1;

Or

An out-of-court settlement of a claim under section 1 to which **We** have given **Our** prior written consent.

Business Full Enquiry

An enquiry into **Your** returns of income or profit from a trade, profession or business commenced by HMRC under Section 9A, 11AB or 12AC of the Taxes Management Act 1970 or pursuant to paragraph 24 (i) of Schedule 18 of the Finance Act 1998

Dismissal

Has the meaning given by Ss.95 and 96 of the Employment (Rights) Act 1996, as amended. Any **Dismissals** must be handled in accordance with the advice provided by the **Legal Helpline**.

Director

Any **Director** of the **Insured** including executive officers.

Employee/Your Employee(s)

Any person under a contract of service with the **Insured** in connection with the business insured under this policy

Excess

The sum payable by **You** as a contribution towards the costs incurred arising from any claim made under this insurance.

Geographical Limits

United Kingdom, The Channel Islands or The Isle of Man.

HMRC

H.M. Revenue and Customs in the United Kingdom

Insured/You/Your

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

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.

In employment disputes the **Insured Event** will be the effective date of termination of employment.

In accountancy matters the **Insured Event** is arises on the date that **You** or **Your Professional 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

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.

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

Inter Partner Assistance, Part of the AXA Group

Legal and Tax Helpline

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

Limit

The maximum sum payable by Us under a section of cover after calculating all **Professional Costs and Expenses** incurred in **Proceedings** in respect of an **Insured Event**, subject to the **Aggregate Limit**.

NIC Dispute

A challenge in writing by the National Insurance Contributions Office of HMRC of the accuracy or completeness of returns submitted in accordance with National Insurance contributions regulations

PAYE Dispute

A challenge in writing by HMRC of the accuracy or completeness of returns submitted in accordance with Pay As You Earn regulations

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 **Geographical Limits**

Professional Adviser

Irwin Mitchell Solicitors, or their agents, an accountant or other appropriately qualified person, firm or company appointed by the Underwriters to act for the Insured, or, and subject to the underwriters agreement, where proceedings have been issued, another legal adviser nominated by the Insured

Professional Costs and Expenses

Reasonable un-recovered fees and disbursements properly and necessarily incurred by the **Professional 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.

Standard Professional Costs and Expenses

The level of **Professional Costs and Expenses** that would normally be incurred by **Us** in using a **Professional Adviser** of **Our** choice

VAT Dispute

A challenge in writing by HMRC of the accuracy or completeness of returns submitted

We/Us/Our/Ourselves

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

Cover

This Insurance provides indemnity in respect of Professional Costs and Expenses up to the limit of indemnity 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 Geographical Limits**

1. Employment

What is insured

- a. **Professional Costs and Expenses** incurred by **You** in defence of **Proceedings** brought in an employment tribunal, arising from a dispute with an **Employee** or ex-**Employee** relating to:
 - i. the contract of employment with the Insured.
 - ii. Actual or alleged breaches of their statutory rights under employment legislation
- b. Awards of Compensation made against **You** arising from claims under section 1 a.

Limit

The maximum **We** will pay for any one claim is £50,000.

What is not insured

Any claim which is incurred by deliberately avoiding liability for a redundancy payment or for monies or benefits due under a contract of employment.

Any claim under the Transfer of Undertakings (Protection of Employment) regulations 1981 or under the Equal Pay Act 1970 and any amending legislation.

Protective awards as defined in S189(3) Trade Union and Labour Relations (Consolidation) Act 1992 or settlements in respect of such awards.

Redundancy Payments

Any claim arising from the **Dismissal** of any **Employee** or a significant alteration to an **Employee's** contract of employment unless the **Dismissal** or alteration of employment contract is handled in accordance with the advice provided and procedures laid down by the **Legal Helpline** as described in the conditions to this insurance.

Any claim arising where the **Insured Event** was within 90 days of the start of the first **Period of Insurance**, or within 180 days of the start of the first **Period of Insurance**, if the **Employee** was at that time subject to disciplinary **Proceedings** or any verbal or written warning.

Any Awards of Compensation made against the Insured relating to trade union activities including membership or non-membership; or relating to Pregnancy, maternity or paternity rights

Any award made because of the Insured's failure to provide written reasons for **Dismissal**

Any compensatory award specified in a reinstatement or re-engagement order or made because of the Insured's failure to provide written reasons for a **Dismissal**

Any award to the extent that they relate to contractual rights accruing to the **Employee** or ex-**Employee** prior to the actual or alleged breach of the actual or alleged contract of employment

Excess

£Nil

2. Prosecution Defence for Employers

What is insured

Professional Costs and Expenses incurred by **You** arising from:

- a. any act or omission - or alleged act or omission - which leads to **Your** prosecution in a court of criminal jurisdiction
- b. appeals by You against the service of improvement and prohibition notices under the Health and Safety at Work Act 1974
- c. The pursuit of civil claims for compensation where, in the exercise of his or her powers under relevant legislation, an official seizes and detains any goods belonging to the Insured, and that the Insured suffers a financial loss by reason that the goods, during the detention, are lost or damaged or deteriorate.

Limit

The maximum **We** will pay for one claim is £50,000.

What is not insured

Any claim arising from deliberate discrimination by **You** amounting to an act of unlawful discrimination.

Criminal prosecutions brought under the Health and Safety at Work Act 1974

Damages, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction.

Any claim arising from a motor prosecution.

Any claim arising from a prosecution of **You** alleging:

- a. intentional obstruction of a person in the execution of a warrant issued under the Data Protection Act 1998 by **You**
- b. **Your** failure to give a person executing such a warrant the assistance as they reasonably require for its execution.

Excess

£Nil

3. Prosecution defence for Employees

What is insured

Professional Costs and Expenses incurred by an **Employee** (including **Directors** and officers), concerning any matter arising out of his duties as **Your Employee** arising from any act or omission, or alleged act or omission, which leads to the prosecution of **Your Employee** in a court of criminal jurisdiction.

Limit

The maximum **We** will pay for any one claim is £50,000.

What is not insured

Any claim arising from deliberate discrimination by an **Employee** (including **Directors** and officers) amounting to an act of unlawful discrimination.

Criminal prosecutions brought under the Health and Safety at Work Act 1974

Damages, interest, fines, costs or other penalties that **You** are ordered to pay by a court of criminal jurisdiction.

Any claim arising from a motor prosecution.

Prosecutions of Employees for matters which do not relate to their duties as **Your Employees**.

Any claim arising from the prosecution of **You** alleging:

- a. intentional obstruction by an Employee of a person in the execution of a warrant issued under the Data Protection Act 1998
- b. failure by an Employee to give a person executing such a warrant the assistance he reasonably requires for its execution.

Excess

£Nil

4. Contract

What is insured

Professional Costs and Expenses arising from any dispute between **You** and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first **Period of Insurance** and where the amount in dispute is at least £500.

Limit

The maximum **We** will pay for any one claim is £50,000.

What is not insured

Any **Insured Event** which occurs within 90 days of the start of the first **Period of Insurance**.

The recovery of a debt from a customer where the customer does not dispute that the money is owed to **You**.

Any dispute **You** may have as a landlord or a tenant in connection with the lease or licence or tenancy agreement.

Professional negligence claims.

The defence of any matter which should be covered under a professional indemnity insurance

Any claim arising from the sale, lease, service, repair or test of a Motor Vehicle.

Excess

£Nil

5. Property Protection

What is insured

Professional Costs and Expenses incurred in pursuit of **Proceedings** against a third party, other than an Employee or former Employee of **Yours**, following an act or omission relating to material property owned by **You** which results in, or is likely to result in, physical damage to that property and/or financial loss by **You**.

Limit

The maximum **We** will pay for any one claim is £50,000.

What is not insured

Any claim arising from a contract made between **You** and a third party other than a contract for the repair, renovation, reinstatement or decoration of real property.

Any claim arising from a lease or tenancy agreement applying to your business premises and disputes relating to the occupation of land or property owned by **You**, by a party or parties whose licence to occupy such property has been determined or revoked or which was never granted by or on **Your** behalf.

Any claim involving:

- a. goods in transit
- b. goods hired or lent to third parties
- c. goods at premises other than those occupied by **You**, unless they are at the premises for the purpose of installation or use in work carried out by **You**.

Any claim involving a motor vehicle belonging to **You** or in **Your** possession, except whilst on **Your** business premises.

Any claim arising from an appeal against refusal of planning permission.

Any claim arising from a criminal prosecution

Excess

£Nil

6. Tenancy Disputes

What is insured

Professional Costs and Expenses and Attendance Expenses incurred by You in the pursuit of Proceedings against Your landlord under the terms of the lease or tenancy agreement applying to Your business premises.

Limit

The maximum We will pay for any one claim is £50,000.

What is not insured

Any claim arising from or relating to the amount, payment or non-payment of rent.

Any claim arising from or relating to the renewal of the lease or tenancy agreement.

Excess

£Nil

7. Tax Disputes

What is insured

Professional Costs and Expenses incurred by **You** and arising directly from:

- a. **NIC Disputes**
- b. **Business Full Enquiries**
- c. **PAYE Disputes**
- d. **VAT Disputes**

Limit

The maximum **We** will pay for any one claim is £25,000.

What is not insured

Professional Costs and Expenses incurred in dealing with:

- a. Technical or routine matters not connected with or arising out of an expression of dissatisfaction with Your affairs
- b. Aspect Enquiries
- c. Any deficiencies in books, records, accounts or returns including the costs of repairing a return

Any claim involving criminal proceedings or alleged fraudulent evasion of tax, and any case dealt with by a Special Compliance Office, Boards Investigation Unit of any other special office of HMRC

Any claim where deliberate mis-statements have been made in respect of accounts, returns or any other submissions made to the relevant authorities with intent to deceive.

Any claim where **You** have failed to give **Your** business status to the relevant authorities within a statutory period.

Any claims which originate from any enquiry, investigation or dispute which existed before this insurance started

Professional Costs and Expenses arising after the issue of a notice under Section 28A(5) of the Taxes Management Act 1970 notifying **You** that the enquiry has been completed.

Any claim involving tax or National Insurance contributions avoidance schemes.

Any claim which occurs during the first 60 days of the first **Period of Insurance**

Any claim where **You** have failed to maintain or submit accurate, truthful and up to date records and returns have failed to observe statutory time limits or requirements.

Excess

£Nil

Conditions applicable to Tax Disputes

- a. **You** must have maintained and must continue to maintain accurate, truthful and up to date records and make returns in accordance with statute and account conventions acceptable to HMRC and have made all returns and payments except those which are disputed and provided information to these bodies where applicable.
- b. **You** must contact the **Legal Helpline** as soon as possible on **0844 770 1040** after the **Insured Event** and comply with the advice given.
- c. **You** or **Your Professional Adviser** should notify **Us** by contacting the **Legal Helpline** as soon as possible if **You** receive any invitation by HMRC to make an offer in settlement.
- d. In respect of Business Full Enquiries **Your Professional Adviser** must provide a copy of the HMRC notice of enquiry and a copy of the return giving rise to the enquiry.

What is not insured

Exclusions applicable to all sections of cover

We will not be liable for

War and similar risks

Any consequence of:

- 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.

Radioactivity

Any expense, directly or indirectly arising from:

- a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component.

Costs and Expenses incurred

- a. Where the Insured Event had commenced or occurred:
 - before this policy started; or
 - on, or after the renewal of this policy and which **You** knew, or should reasonably have known, could result in a claim.
- b. For the pursuit, continued pursuit or defence of any claim if the Underwriters consider it unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred
- c. Where at, or prior to, the start of the first **Period of Insurance**, in **Our** reasonable judgement, **You** should have realised that a claim might occur.
- d. Prior to written confirmation from **Us** that the claim has been accepted or **Professional Costs and Expenses** beyond those for which **We** have given **Our** prior approval in accordance with the terms and conditions of the cover.
- e. Where **You** fail to instruct or give proper instructions to **Us** or to the **Professional Adviser**.
- f. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices success in the prosecution, defence or settlement of the **Proceedings**.
- g. Where **You** fail to provide evidence or information reasonably required by **Us** to establish whether support can be provided under this cover.

- h. Where **You** are responsible for anything which in **Our** reasonable opinion prejudices **Our** position in respect of the **Proceedings**.
- i. Where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility
- j. In respect of the amount in excess of **Our** Standard Professional Costs and Expenses where **You** have elected to use a **Professional Adviser** of **Your** own choice
- k. Where the **Insured Event** occurs outside of the **Geographical Limits**.

Claims

- a. Arising from any deliberate criminal act or omission by **You**.
- b. Involving prosecutions which allege dishonesty or intentional violence.
- c. Notified to **Us** outside of the Period of Insurance
- d. Notified to **Us** more than 180 days after the **Insured Event**.
- e. For an application for a judicial review.
- f. Made by or against **You** against or by **Us**.
- g. 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, secrecy or confidentiality agreements (other than claims under employment cover) and passing off
 - iii. computer software except operating systems and packaged software that have not been tailored by the supplier to the customer's own requirements
 - iv. the malfunction or failure of any software, stored program, computer, device or system wholly or partly or attributable to a date based event whether occurring before, during or after the year 2000.
 - 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
- g. Where **You** act without **Our** consent or contrary to or in a manner different from **Our** advice or that of **Your Professional Adviser**.

- h. Made under this cover which do not arise from and relate to **Your** normal business as shown in the schedule.
- i. Relating to prosecutions arising out of deliberate discrimination amounting to an act of unlawful discrimination.
- j. Which are false or fraudulent.

What is not insured

Professional Costs and Expenses

- a. Incurred in avoidable correspondence
- b. which are recoverable from a court, tribunal or elsewhere
- c. incurred in respect of any claim where, but for the existence of this policy **You** would be entitled to indemnity under any other policy or certificate or, but for a breach or alleged breach, by **You** of the terms of the other policy or certificate.

Damages, interest, fines or other penalties which **You** are ordered to pay unless provided for in this cover.

The costs of an appeal are excluded unless **We** have given **Our** prior written consent to such costs being incurred.

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.

Prior to the issue of court **Proceedings**, **You** are not covered for the legal costs and disbursements of a firm of solicitors instructed by **You** other than those of Irwin Mitchell Solicitors or their agents.

Conditions

Cancellation

This cover may be cancelled at any time by either **Us** or **Your** representative giving 14 days notice in writing to the other. If no claims have been made or notified a pro rata return of premium will be made. There shall be no return of premium in respect of a **Period of Insurance** in which a claim has been made or notified and claims notifications will not be accepted after the date of cancellation.

Appointing a Professional Adviser

- a. At any time before **Proceedings** are issued **We** will:
 - i. Take over the claim and deal with it in **Your** name.
 - ii. Appoint Solicitors to act for **You** as **Professional Adviser**
- b. If **Proceedings** need to be issued:

- i. **You** may inform **Us** of **Your** choice of a **Professional Adviser**. **We** may accept such choice if the **Professional Adviser** confirms in writing that he or she will co-operate with **You** to enable **You** to keep to the terms of this Certificate. Where we agree to your own choice of Professional Adviser this insurance will not cover any amount in excess of Our Standard Professional Costs and Expenses
- ii. If **We** and **You** cannot agree with **Your** choice of **Professional Adviser**, **You** may suggest another. If **We** still cannot agree upon a suitable **Professional Adviser**, **We** shall ask the Law Society to choose a solicitor to act. Both **Ourselves** and **You** must accept their decision.
- c. If **Your Professional Adviser** refuses to continue acting for **You** for reasonable cause or **You** discontinue **Your** instructions then **Our** liability will stop at once unless **We** agree to the appointment of another **Professional Adviser**. Where you decide that you no longer wish to pursue Your claim through disinclination. All costs incurred up until this stage will become your responsibility

Conducting Proceedings

You will instruct the nominated **Professional Adviser** to:

- a. provide **Us** immediately with an opinion of the prospects of success, an estimate of the total costs likely to be incurred, and details of the charging rate
- b. to keep **Us** fully and promptly advised of the progress of the case, of any change in his view of prospects of success and/or his estimate of costs during the **Proceedings**. If he does not comply, all liability under this cover will cease.

We will meet the **Professional Adviser's** costs and expenses of dealing with the **Proceedings** which have been agreed in advance by **Us** - both amount and purpose - and as long as prospects of success remain reasonable.

Our right to information

We will have direct access to the **Professional Adviser** at all times and **You** will co-operate fully with **Us** and keep **Us** informed of all material developments.

We will be entitled to obtain any information, copy document, account or correspondence relating to the **Proceedings**, whether or not it is privileged and **You** will give any instructions to the **Professional Adviser** which might be required immediately.

We will be notified as soon as reasonably possible by **You** or the **Professional Adviser** of any offer or payment into court made with a view to settlement.

If any offer or payment into court is not accepted by **You** but **We** reasonably consider the outcome of the **Proceedings** to be equally or less favourable to **You** than the offer of payment, **We** will have no liability in respect of any further **Professional Costs and Expenses** unless **We** have given **Our** agreement for **Proceedings** to continue.

If **You** are not satisfied with **Our** decision, the dispute must be resolved under the terms of the Disputes condition, below.

Co-operation

You will co-operate with **Us** at all times and reply promptly to any correspondence connected with the claim.

Investigation of the claim

We may **Ourselves**, or through **Our** servants, agents, solicitors or accountants, make **Our** own investigations into the claim and may, subject to **Your** approval which will not be withheld unreasonably, attempted to reach a settlement of the **Proceedings**.

Information to be given to the Professional Adviser

You will give all information requested by the **Professional Adviser** to him promptly and meet with him whenever requested.

Assessment of bills

If **We** request it, **You** will instruct the **Professional Adviser** to submit his bill of costs for assessment by the court or by the appropriate professional body.

Withdrawal and discontinuance

If **You** withdraw from or discontinue the **Proceedings** without **Our** prior agreement, the responsibility for payment of any **Professional Costs and Expenses** and third party costs will become **Yours**.

We will be entitled to reimbursement by **You** for any costs paid or incurred during the course of the **Proceedings**, including any **Professional Costs and Expenses** which **We** are obliged to pay because of **You** withdrawing or discontinuing.

Recovery of costs from third parties

You will, whenever reasonably possible, attempt to recover costs from a third party and will instruct the **Professional Adviser** accordingly.

Agreement

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

Disputes

In the event of any dispute arising between **You** and **Ourselves** which cannot be resolved in accordance with the **Our** complaints procedure (available on request), or where provision has not already been made, the dispute will be promptly referred by **You** for the arbitration of a single arbitrator who must be either a solicitor or a barrister nominated by the parties or, failing agreement, by the Law Society.

Any arbitration will be in accordance with the provisions of the then current arbitration acts and will be binding on both parties. The costs will be at the discretion of the arbitrator.

Prospects of Success

If at any time **We** consider **Your** prospects of success in the **Proceedings** are not good, or that **Your** interests can be achieved by other means, **We** will provide **You** with a written explanation of **Our** decision.

We will then be under no further liability to indemnify **You** in respect of the case.

In forming **Our** decision **We** may take into account: -

- a. The amount of money at stake
- b. The fact that a reasonable business, without legal costs insurance would not wish to pursue this matter
- c. The prospects of being able to enforce a judgement

If **You** disagree with this decision, **You** can ask **Us** to obtain an opinion from an independent solicitor or barrister. If **You** and **Ourselves** are unable to agree on a suitable solicitor or barrister, the president of the Law Society will be asked to provide a nomination.

If the independent opinion disagrees with **Our** view, **We** will pay the cost of obtaining it but if it supports **Our** view **You** will pay the cost.

Applicable Law

United Kingdom law allows for the insurer and **You** as the **Insured** to choose the law applicable to this insurance contract. **We** propose that the contract is governed by English law. If there is any dispute as to which law applies it shall be English law.

Language

The language for contractual terms and obligations will be English

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Claims Procedure for employment cover

You will give **Us** immediate notice in writing of any **Proceedings** or suit made or brought against **You** or believed by **You** to be considered and any summons or other process served or threatened to be served and any event which may give rise to **Proceedings** against **You**.

If **You** do not tell **Us** about this event within the Period of Insurance, any claim resulting from that event will not be covered.

Customer Service

Arc's 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, the Insured, 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 and your business turnover is below £1,000,000, 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.

Our contact details are:

Arc Legal Assistance Ltd
Lodge House



Lodge Lane
Langham
Colchester
CO4 5NE Tel 0870 350 4400
Email enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR Tel 0845 080 1800
Email complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme. If your business turnover is below £1,000,000 You may be entitled to compensation from the scheme if Arc or Inter Partner Assistance are unable to meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/>

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958. Our permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. You can check this on the FSA's register by visiting the website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers

IPA address details are:
Inter Partner Assistance The Quadrangle 106-118 Station Road
Redhill Surrey RH1 1PR Registered No: FC008998

Without prejudice to the generality of this condition:

- a. immediately a **Dismissal** is contemplated, **You** must contact the **Legal Helpline**, quoting the 'Besso Commercial Helpline' **0844 770 1040** and follow the advice given. No Employee is to be dismissed without the prior approval of the **Legal Helpline**
- b. if **You** receive a form IT1 (originating application) from an employment tribunal and wish to obtain indemnity under this cover **You** should notify the **Legal Helpline** quoting the 'Besso Commercial

Helpline'. This must be done immediately because of the statutory 21 days time limit for entering a notice of appearance (IT3). The notice of appearance should be left blank for completion by **Your Professional Adviser**. Upon request, **You** must complete a claim form and forward it to **Us** immediately.

- c. if a former Employee requests a written statement of reasons for **Dismissal**, **You** must contact the **Legal Helpline** quoting the 'Besso Commercial Helpline', not later than 7 days from the request and prior to the statement being given
- d. If **You** intend to make a significant alteration to an Employee's terms of employment **You** must telephone the Legal Helpline quoting the 'Besso Commercial Helpline' first and follow their advice

Claims Procedure (other than employment cover)

Potential claims must be notified to **Us** by telephoning the **Legal Helpline** quoting "Besso Commercial Helpline" and before instructing a **Professional 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 the Period of Insurance, any claim resulting from that event will not be covered). **You** must follow the advice of the **Legal Helpline. Professional Costs and Expenses** incurred prior to **Our** accepting **Your** claim will not be covered under this insurance

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.

Legal and Tax Helpline

The helpline service may be used to discuss any business legal or tax problem concerning the **Insured**. Simply telephone **0844 770 1040** quoting "Besso Commercial Helpline" 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.

Data Protection Act

The details of the Insured, the Insured's insurance cover and claims will be held by Arc and or the Underwriters for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998