

Commercial Legal Expenses Insurance

Insurance Product Information Document

Company: Arc Legal Assistance Limited is registered in England & Wales and is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958.

Product: Commercial Professional Fees Policy

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

What is this type of Insurance?

This policy is designed to cover the cost of professional fees charged by a claims handler, solicitor or accountant following a specific occurrence, provided that cover for that occurrence is detailed within the policy wording and is not specifically excluded.



What is Insured?

Employment Disputes

- ✓ Defence in a dispute with an employee or ex-employee in respect of a contract of employment or allegations of discrimination.
- ✓ Costs to pursue your legal rights against an employee or ex-employee to recover possession of property.

Employment Awards

- ✓ Compensation or damages payable by you to an employee or ex-employee following an accepted claim under Employment Disputes.

Employee Restrictive Covenant

- ✓ Costs to pursue civil legal action against an employee or ex-employee where they are in breach, or about to in breach, of a restrictive covenant.

Legal Defence

- ✓ Defending criminal legal action being taken against an insured person.
- ✓ Defending action taken against you for wrongful arrest or prosecution brought under the Bribery Act 2010.
- ✓ Defending action taken against an insured person under current equality legislation or as a trustee of a pension fund.
- ✓ Defending an insured person being served with a notice or enforcement under the Health & Safety at Work Act 1974, Food Safety Act 1990, Consumer Protection Act 1987 and/or General Product Safety Regulations 2005.

Data Protection

- ✓ Defending an insured person's legal rights in respect of any civil legal action being taken against them and arising from handling personal data in their capacity as a data controller/processor.

Contract Dispute

- ✓ A dispute with a customer or supplier in respect of a contract for the sale, hire, supply or purchase of goods or services.

Tax Investigations

- ✓ Costs arising from an Aspect Enquiry, in-depth investigation of your tax affairs, VAT dispute, PAYE dispute and/or NIC dispute.

Property Protection

- ✓ Costs for civil legal action following damage to your property and/or pecuniary loss to you.
- ✓ Costs for civil legal action between you and your landlord under the terms of a lease or tenancy agreement applying to your property.

Licence Protection

- ✓ An appeal or representation to the relevant body following the suspension, revocation, alteration of the terms of or refusing to renew



What is Insured? Continued

Jury Service and Attendance Expenses

- ✓ The actual loss of an insured person's salary/wages for time off work to attend any court hearing as requested by the authorised professional, as a defendant of an accepted claim under this insurance or to complete jury service.

Debt Recovery

- ✓ Costs incurred in the recovery of money and interest due to you from another business for goods, services, professional fees or dishonoured cheques.

Insolvency Fees

- ✓ Costs for an authorised professional to act as an approved insolvency office holder.

Wrongful Arrest

- ✓ Costs to defend civil legal action against an insured person following allegations of wrongful arrest or malicious prosecution.

Motor Consumer Dispute

- ✓ Costs to pursue or defend action arising out of the sale, purchase, hire purchase or lease of the insured vehicle.
- ✓ Costs to pursue or defend action relating to the testing, servicing or repair of the insured vehicle where the amount is in dispute.

Motor Personal Injury

- ✓ Costs to pursue civil legal action against a third party following a road traffic collision where their negligence has led to an insured person's death or bodily injury.

Motor Uninsured Loss Recovery

- ✓ Costs to recover uninsured losses incurred by you following a road traffic collision resulting in damage to the insured vehicle or personal property within it.

Legal Helpline

- ✓ Free access to legal advice and guidance.

Tax Helpline

- ✓ Free access to tax advice and guidance.

any of your licence(s) which are necessary to engage in your business or trade.

Personal Injury

- ✓ Costs to pursue civil legal action against a third party where their negligence has led to an insured person's death/bodily injury.



What is not Insured?

- ✗ Claims where there is not a 51% or greater prospect of success.
- ✗ Claims where we consider it is unlikely a favourable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
- ✗ Claims that arose before the commencement of this insurance.
- ✗ Matters in respect of which an insured person is entitled to Legal Aid (or equivalent).
- ✗ Any dispute relating to written or verbal marks which damage your reputation.
- ✗ Any claims which does not arise within connection with or from the conduct of the business.
- ✗ Any claims relating to printing errors or omissions.
- ✗ Any claims relating to Aspect Enquires less than £100.
- ✗ Consumer Dispute and Debt Recovery claims where the value in dispute or debt is less than £250.
- ✗ The first 10% of costs in claims under Consumer Dispute and Debt Recovery.
- ✗ The first £1,500 of costs in claims for Limited Company Insolvency.
- ✗ Employment and Property Protection claims within the first 90 days of cover.
- ✗ Personal Injury and Motor Personal Injury claims falling within the Small Claims Track limit.



Are there any restrictions on cover?

- ! The maximum amount payable per claim is £100,000.
- ! The maximum amount payable per period of insurance is £100,000.
- ! The maximum amount payable under Insolvency Fees is £10,000.
- ! The maximum amount payable under Jury Service and Attendance Expenses is £2,500 per claim.
- ! Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.



Where am I Covered?

- ✓ The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man. In respect of proceedings under the Health and Safety at Work Act 1974, the territorial limits shall extend to any place where the Act applies.



What are my obligations?

- At the start of the contract the information you provide must be true and complete to the best of your knowledge and belief and you must tell us if anything changes later.
- You must provide complete and accurate answers to any questions asked.
- You must observe and fulfil the terms, provisions, conditions and clauses of this policy – failure to do so could affect your cover.
- You must notify us during the period of insurance and within 30 days of any circumstances which may give rise to a claim.



When and how do I pay?

- You should make payment to your broker, this may be by making a one-off payment or your broker may be able to arrange credit facilities.



When does the cover start and end?

- This cover lasts for one year, and the dates of the cover are specified in your policy schedule.



How do I cancel the contract?

- If you decide for any reason that this policy does not meet your insurance needs, please return it to your insurance broker within 14 days from the date of purchase or on the day you received your policy documentation. Providing no claims have been made or pending, we will refund you your premium in full.
- You may cancel the insurance cover at any time after this by informing your insurance broker, however, you will not be entitled to a refund of the premium.