

Commercial Legal Expenses Insurance



Insurance Product Information Document

Company: ARAG Legal Expenses Insurance Company Limited
Product: Simply Business Business Legal Protection Insurance

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered in England and Wales.

This document is a summary of the insurance cover and restrictions.
Please refer to your policy documentation for full details of your cover and the terms and conditions.

What is this type of insurance?

Simply Business Business Legal Protection Insurance provides you with access to telephone legal advice, along with insurance cover for legal costs and expenses should you experience one of the legal problems covered by this policy in relation to your business activities.



What is insured?

Employment Disputes and Compensation Awards

- ✓ Defending your legal rights:
 - before proceedings following the dismissal of an employee, or where the employee or ex-employee contacts ACAS to commence the Early Conciliation procedure
 - in unfair dismissal disputes under the ACAS Arbitration Scheme
 - in proceedings following a dispute relating to an employee's employment contract, or an alleged breach of their (or a former or prospective employee's) statutory rights
- ✓ Defending your employees in civil action for unlawful discrimination or as a trustee of a pension fund
- ✓ For accepted **Employment Disputes** claims, payment of compensation awards or damages
- ✓ Recovery of business property

Legal Defence

- ✓ Defence of your and your employees' legal rights following an alleged criminal offence, or in a civil action for compensation under data protection legislation
- ✓ Appealing a statutory notice affecting the business
- ✓ Payment of an employee's salary or wages whilst attending a court or tribunal or doing jury service
- ✓ Defence against a disciplinary case brought by the relevant authority against you or your employee

Statutory Licence Appeals

- ✓ An appeal following a decision to suspend, or alter the terms of, or refuse to renew, or cancel your licence

Contract Disputes

- ✓ Disputes over the purchase, hire, sale or provision of goods or of services
- ✓ Disputes over a partnership agreement

Debt Recovery

- ✓ Disputes relating to the recovery of money and interest due from the sale or provision of goods or services, including the enforcement of a judgment

Property Protection

- ✓ Pursuing disputes relating to your physical property following:
 - someone causing damage to such property
 - legal nuisance or trespass

Personal Injury

- ✓ Sudden or specific accidents causing the death of or bodily injury to an employee or their family

Tax Protection

- ✓ A tax enquiry
- ✓ An employer compliance dispute
- ✓ A VAT dispute
- ✓ A personal tax enquiry for your directors and/or partners



What is not insured?

- ✗ Claims which do not arise directly in connection with the insured business
- ✗ Civil cases (except **Crisis Containment** and **Corporate Identity Theft Protection**) where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur without our expressed acceptance
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs and compensation awards which exceed the policy limits, as stated in your policy wording, for any one claim
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under **Employment Disputes and Compensation Awards** and **Legal Defence**
- ✗ The VAT element of any costs if you are registered for VAT
- ✗ If we agree you can choose your own lawyer, any costs above £100 per hour (this amount may vary from time to time)



Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy
- ! **Employment Disputes and Compensation Awards** claims relating to:
 - employee internal disciplinary or grievance procedures
 - disputes within the first 90 days of the start of this policy
 - a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
 - any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
 - compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
- ! **Legal Defence** claims for criminal prosecutions relating to parking or obstruction offences, insurance offences or challenging a fixed penalty notice
- ! **Contract Disputes** or **Debt Recovery** claims:
 - relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
 - where the amount in dispute is £200 or less (incl. VAT)
 - relating to a lease, licence, or tenancy of land or buildings
 - relating to financial products
 - a dispute which arises out of the sale or provision of computer hardware, software or services



What is insured?

(continued)

Crisis Containment

- ✓ Legal and PR advice and assistance following negative publicity affecting your business

Corporate Identity Theft Protection

- ✓ Help and advice to reclaim you and/or your directors and/or their spouses/civil partners' identity, including administrative costs or legal representation if needed

Charity Commission Appeals

- ✓ An appeal following a decision of the Charity Commission to refuse or remove your business' registration as a charity

Telephone helplines and other services

- ✓ Legal advice
- ✓ Tax advice
- ✓ Counselling service
- ✓ Cyber helpline
- ✓ Access to online legal documents and guides
- ✓ Employment Manual



Are there any restrictions on cover? (continued)

- ! **Personal Injury** claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence
- ! **Tax Protection** claims relating to an investigation or enquiry into suspected or alleged dishonesty or suspected or alleged criminal offences
- ! **Crisis Containment** claims costs and expenses which exceed £25,000 for any one claim



Where am I covered?

- ✓ For **Legal Defence** (excluding Statutory notice appeals and Disciplinary hearings) and **Personal Injury** claims, the United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, Monaco, Montenegro, North Macedonia, Norway, San Marino, Serbia, Switzerland and Turkey
- ✓ For all other insured incidents, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands



What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and avoid incurring unnecessary costs
- Send everything we ask for in writing, and
- Report to us full and factual details of any claim as soon as possible and give us any information we need



When and how do I pay?

Payment options will be subject to the agreement between you and the person who is selling you this policy.



When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to the person who sold you this policy.



How do I cancel the contract?

You can cancel this policy by telling us within the cooling off period which lasts for 14 days after taking it out. After the cooling off period you may also cancel this policy by providing 14 days' notice. Subject to the terms of business between you and the person who sold you this policy, you may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between you and the person who sold you this policy. Please contact them directly for full details of charges.