



Commercial Legal Expenses Policy

The Cornish Mutual Assurance Co. Ltd.

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Registered in England No. 78768

To help us improve our service, telephone calls to us may be recorded and monitored

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Commercial Legal Expenses Policy

Preamble

The Cornish Mutual Assurance Company Limited and you (the Insured named in the schedule) agree the following:

You will pay the premium.

ARAG plc will provide the cover described in this policy for any insured event that is reported during a period of insurance for which you have paid the premium.

The policy and the schedule must be read together and any word or phrase which has been explained in this policy will have that meaning wherever it appears.

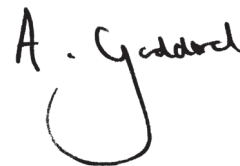
This policy will be governed by English law.

The language used in this policy and any information in it will be English.

Signed on behalf of Cornish Mutual



Chairman



Managing Director

Commercial Legal Expenses Policy

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 and date of birth and if appropriate medical information. We will hold and process any such information in accordance with the General Data Protection Regulations. Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

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

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

Keeping personal information

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

Your rights

Any person insured by this policy have a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to 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.

General Definitions

Each time any of the following words or phrases appear in **bold** type they will take the meaning shown below. Where words or phrases are not highlighted in this manner the everyday meaning will apply.

Appointed Advisor means the solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

Collective Conditional Fee Agreement means 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 100% "no-win no-fee".

Conditional Fee Agreement means a legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Employee means a worker who has or alleges they have entered into a contract of service with **you**, provided they have been declared to **us**.

Insured means

- (a) **you**, **your** directors, partners, managers, officers and **employees** of **your** business
- (b) the estate, heirs, legal representatives or assigns of any persons mentioned in a) in the event of such person dying
- (c) a person declared to **us**, who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

Insurer means ARAG Allgemeine Versicherungs-AG Branch UK.

Geographical Limits means for INSURED EVENTS 6 LEGAL DEFENCE and 7 COMPLIANCE & REGULATION the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union. For all other INSURED EVENTS the United Kingdom, Channel Islands and the Isle of Man.

Legal Costs & Expenses means

- (a) 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
- (b) in civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement
- (c) reasonable accountancy fees reasonably incurred under INSURED EVENT 4 TAX by the **appointed advisor** and agreed by **us** in advance

- (d) **your employee's** basic wages or salary under INSURED EVENT 9 LOSS OF EARNINGS in the course of their employment with **you** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where the **insured's** employer does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal
- (e) the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under INSURED EVENT 11 CRISIS COMMUNICATION.

Period of Insurance means the period shown in the schedule to which this policy attaches.

Reasonable Prospects of Success means

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

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

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

We/Us/Our means ARAG plc who is authorised under a coverholder agreement on behalf of the **insurer** ARAG Allgemeine Versicherungs-AG Branch UK.

You/Your means the business named in the schedule, including any subsidiary and/or associated companies declared to **us**.

Your Policy Cover

The cover under this policy is provided by ARAG plc. ARAG plc is authorised to administer this insurance under a coverholder agreement with ARAG Allgemeine Versicherungs-AG Branch UK.

ARAG plc are authorised and regulated by the Financial Conduct Authority (registration number 452369) while ARAG Allgemeine Versicherungs-AG Branch UK is authorised by the Federal Financial Supervisory Authority (Bundesanstalt für Finanzdienstleistungsaufsicht) better known by its abbreviation BaFin, who is the regulatory authority in Germany. The UK Branch is also regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

ARAG has its registered office at 9 Whiteladies Road Clifton Bristol BS8 1NN.

Following an INSURED EVENT the **insurer** will pay **legal costs & expenses** including the cost of appeals (and compensation awards under INSURED EVENT 2 EMPLOYMENT COMPENSATION AWARDS) up to £100,000 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. the **insured** keeps to the terms of this policy and cooperates fully with **us**
3. the INSURED EVENT arises in connection with the business shown in the schedule and occurs within the **geographical limit**
4. the claim
 - always has **reasonable prospects of success**
 - is reported to **us**
 - during the **period of insurance**
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
5. unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - to be heard by the Employment Tribunal or **small claims court** and/or
 - 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 **insured's** fully completed claim form.

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Insured Events Covered

What is covered

1 EMPLOYMENT

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

- (a) contract of service with **you** 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.

2 EMPLOYMENT COMPENSATION AWARDS

Following a claim **we** have accepted under INSURED EVENT 1 EMPLOYMENT, the **insurer** will pay any

- (a) basic and compensatory awarded against **you** 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 judgement after full argument unless given by default.

3 EMPLOYMENT RESTRICTIVE COVENANTS

- (a) A dispute with **your employee** or ex-**employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages.

Provided that the restrictive covenant

- (i) is designed to protect **your** legitimate business interests, and
 - (ii) is evidenced in writing and signed by **your employee** or ex-**employee**
- (b) A dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant
- Provided that the restrictive covenant
- (i) extends no further than is reasonably necessary to protect the business interests and
 - (ii) does not contain restrictions in excess of 12 months.

What is not covered

Any claim relating to:

- (a) the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal
- (b) redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this policy, except where **you** have had equivalent cover in force up until the start of this policy
- (c) **legal costs & expenses** for preparation and representation at an internal disciplinary hearing, grievance or appeal
- (d) a pension scheme where actions are brought by 10 or more **employees** or ex-**employees**.

Compensation awards relating to:

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

What is covered

4 TAX PROTECTION

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

5 PROPERTY

- A dispute relating to material property which **you** own or is **your** responsibility
- (a) following an event which causes physical damage to **your** material property
 - (b) following a public or private nuisance or trespass
 - (c) which **you** wish to recover or repossess from an **employee** or **ex-employee**.

6 LEGAL DEFENCE

- (a) A criminal investigation and/or enquiry by
 - (i) the police
 - (ii) a health & safety authority or
 - (iii) other body with the power to prosecutewhere it is suspected that an offence may have been committed that could lead to the **insured** being prosecuted.
- (b) An offence or alleged offence which leads to the **insured** being prosecuted in a court of criminal jurisdiction.
- (c) A motor prosecution brought against **your** directors and/or partners that arises from the use of any vehicle for personal, social or domestic purposes or to commute to or from their place of work.

What is not covered

Any claim relating to:

- (i) tax returns which result in HM Revenue & Customs imposing a penalty or which contain careless or deliberate misstatements
- (ii) an investigation by the Fraud Investigation Service of HM Revenue & Customs
- (iii) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- (iv) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- (v) **your** failure to register for VAT.

Any claim relating to:

- (i) a contract between **you** and a third party except for a claim under 5 (c)
- (ii) goods in transit or goods lent or hired out
- (iii) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on land or property by any government, local or public authority
- (iv) a dispute with any party other than the party who caused the damage, nuisance or trespass.

Any claim relating to a parking offence.

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What is covered

7 COMPLIANCE & REGULATION

- (a) Receipt of a Statutory Notice that imposes terms against which **you** wish 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 **you** for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against the **you** provided that **you** are registered with the Information Commissioner.

8 STATUTORY LICENCE APPEALS

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

9 LOSS OF EARNINGS

The **insured's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **appointed advisor** or whilst on Jury Service which results in loss of earnings.

10 EMPLOYEES' EXTRA PROTECTION

At **your** request

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

11 CRISIS COMMUNICATION

Following an event which causes **your** business significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your** business, **we** will

- (a) liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your** behalf under any other policy), to draft a media statement or press release, and/or
- (b) prepare communication for **your** customers/staff and/or a telephone or website script and/or or social media messaging
- (c) arrange, support and represent an **insured** at an event which media will be reporting
- (d) support the **insured** by taking phone calls/email messages and managing interaction with media outlets
- (e) support and prepare the **insured** for media interviews

provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

What is not covered

Any claim relating to:

- (i) the pursuit of an action by **you** other than an appeal
- (ii) a routine inspection by a regulatory authority
- (iii) a Health and Safety Executive Fee For Intervention.

Any sum which can be recovered from the court or tribunal.

under **INSURED EVENT 10 (a) & (b)**

Any claim relating to:

- (i) defending **you**
- (ii) a condition, illness or disease which develops gradually over time.

Any claim relating to:

- (i) matters that should be dealt with through **your** normal complaints procedures
- (ii) a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
- (iii) **legal costs & expenses** in excess of £10,000.

General Exclusions

The **insured** is not covered for any claim arising from or relating to:

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

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General Conditions

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

1. The Insured's responsibilities

An **insured** must:

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

2. Freedom to choose an appointed advisor

- (a) In certain circumstances as set out in 2(b) below the **insured** 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 an **insured**, or
 - (ii) there is a conflict of interestthe **insured** may choose a qualified **appointed advisor** except where the **insured's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **we** shall always choose the **appointed advisor**.
- (c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their 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 **insured** 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 an **insured**, cover will end immediately.
- (e) In respect of pursuing a claim under INSURED EVENT 12 CONTRACT & DEBT RECOVERY **you** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

3. Consent

- (a) The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- (b) An **insured** must have **your** agreement to claim under this policy.

4. Settlement

- (a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- (b) The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- (c) If the **insured** 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 **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, 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 opinion which shall be binding on the **insured** and **us**. This does not affect **your** right under Condition 6 below.

6. Arbitration

If any dispute between the **insured** and **us** arises from this policy, the **insured** 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 **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** 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 their 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 **you** make any claim which is fraudulent or false no payment shall be made. **We** may, by giving notice to **you**, cancel the policy with effect from the date of the fraudulent act.
- (b) An **insured** 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 at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

- i) affected **our** assessment of **reasonable prospects of success**, and/or
- ii) prejudiced in any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses** under this section of this policy irrespective of whether the breach has or is likely to have made a difference to the outcome of any part of the **insured's** claim.

9. Cancellation

You may cancel the policy:

- (a) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or
- (b) at any other time by giving **us** written notice and the **insurer** will refund part of the premium for the unexpired period unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.

Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving at least 7 days written notice to the **insured**. The **insurer** will refund part of the premium for the unexpired term. **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 party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **our** staff or suppliers,
- (iii) where **we** reasonably suspect fraud.

The **insurer** may also cancel the policy and refund part of the premium for the unexpired period if at any time **you**

- enter into a voluntary arrangement or a deed of arrangement
- become bankrupt, are placed into administration, receivership or liquidation
- have **your** affairs or property in the care or control of a receiver or administrator.

The **insurer** also has the right to immediately cease to provide indemnity for **legal costs & expenses** or compensation awards. The **insurer** also reserves the right to withdraw from any claim in the circumstances noted above.

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.

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11. Contracts (Rights of Third Parties) Act 1999

A person who is not an **insured** under this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

12. Failure to fairly present the risk

It is **your** duty to make a fair presentation of **your** business to **us**. If **you** fail to do this and the failure is deliberate or reckless **we** may

- refuse all claims
- cancel the policy from the beginning and retain all premiums paid.

If the failure is non-deliberate or non-reckless **we** may

- cancel the policy from the beginning but **we** will refund **your** premium
- apply different terms which may proportionately affect any claim payment.

Claims procedure

If **you** need to make a claim **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own lawyer or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form by visiting www.arag.co.uk/newclaims or **you** can request one by telephoning **us** on 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** 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 **you** 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 **you** either:
 - a) confirming cover under the terms of **your** policy and advising **you** of the next steps to progress **your** 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 lawyer is appointed they will try to resolve **your** 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.

Helplines and Legal Services

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 helpline usage is becoming excessive they will tell you. If following that warning usage is not reduced to a more reasonable level, we can refuse to accept further calls.

Business Legal Services

Register today at: www.araglegal.co.uk and enter the voucher code CCCFCF1FB3B8 to access the law guide and download legal documents to help with commercial legal matters.

Legal & tax advice 01872 270 174

If you have a legal or tax problem relating to your business we can connect you to our confidential legal and tax advice helpline. Legal advice is available 24/7, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

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

Crisis communication 01872 272 174

If you are concerned about an event that may result in negative publicity which could affect your business, you can access professional public relations support from our Crisis Communication experts. Where possible, initial advice for you to act upon will be provided over the phone, but if your 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 you paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Insured event 11 when you use this helpline.

Redundancy approval 01872 270 159

We can arrange for specialist advice if you are planning redundancies. This will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. This unfunded service is available 9am and 5pm on weekdays (except bank holidays).

Counselling assistance 01872 270 154

For an employee (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 your employee upset or anxiety, from personal problems to bereavement.

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 Arag is not able to resolve the complaint to your satisfaction then you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their 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:

0845 080 1800

enquiries@financial-ombudsman.org.uk

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE

The FOS's decision is binding upon the insurer, but you are free to reject it without affecting your legal rights.

CLEP May 2018



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