

# SME Commercial Legal Expenses Insurance

## Insurance Product Information Document

Company: Ripe Insurance Services Ltd

Product: Commercial Legal Protection

Arc Legal Assistance Limited is authorised and regulated in England and Wales by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This insurance is managed and provided by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

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?

Commercial Legal Protection provides insurance to cover up to:

- £50,000 for claims under the Tax Disputes section of cover; and
- £100,000 for claims under any other section of cover

for advisers' costs for certain types of legal action(s) as detailed in this document, your policy wording and your insurance schedule.



#### WHAT IS INSURED?

We'll cover a legal advisers' costs to help you pursue or defend a claim in the following situations:

- **Employment Disputes and Compensation Awards:** To defend your rights in disputes with employees over employment matters. Cover extends to include the cost of awards made against you.
- **Bodily Injury:** To pursue proceedings for damages, specific performance or injunction arising from or out of the death or bodily injury of your employee(s).
- **Contract:** Costs and expenses arising from any dispute between you and a customer or supplier about a contract for the supply of goods or services.
- **Debt Recovery:** Costs and expenses incurred in order to recover money and interest due arising from a contract for the sale or supply of goods or services.
- **Property Damage:** To pursue proceedings against a third party, other than an employee or former employee, following an act or omission relating to material property owned by you which results in physical damage to that property.
- **Statutory Licence Protection:** Costs incurred by you in an appeal to the relevant statutory body, where the relevant authority suspends, revokes, alters the terms of or refuses to renew your statutory licences.
- **Tax Disputes:** Accountancy fees to deal with NIC Disputes, Business Full Enquiries, PAYE Disputes and VAT Disputes.
- **Jury Service:** Attendance expenses for Jury Service.



#### WHAT IS NOT INSURED?

The policy does not provide cover for:

- **Pre-Inception Incidents:** We won't cover events that started before the policy began.
- **Prospects of Success:** We won't cover any legal action if there are no prospects of success. This is where you do not have a 51% or greater chance of winning the case and achieving a successful outcome.
- **Minimum Amount in Dispute:** We won't cover claims for Contract if the amount in dispute is less than £500. We also won't cover claims where the amount in dispute is lower than the estimated advisers' costs to act for you.
- **Conflicts:** We will not cover any claims relating to disputes with anyone you live with or have lived with; nor any costs covered by another insurance policy.
- **Approved Costs:** We will not cover any advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval.



#### ARE THERE ANY RESTRICTIONS ON COVER?

- ! **Qualifying Period:** There is 90 day qualifying period for claims for Employment Disputes and Compensation Awards, Contract, Debt Recovery and Tax Disputes. We will not cover any incidents arising within this time.
- ! **Your Own Advisers' Costs:** Once court proceedings are issued, or in the event that a conflict of interest arises; you're welcome to use your own legal representative, but we won't cover any costs in excess of our standard advisers' rates.
- ! **Withdrawn Claims:** If you withdraw from the legal action without our consent, you're responsible for any advisers' costs.



### WHERE AM I COVERED?

- ✓ Claims which arise, or where proceedings are brought in:
- ✓ **For Bodily Injury:** The United Kingdom, the European Union, The Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey (West of the Bosphorus).
- ✓ **For all other sections:** United Kingdom, The Channel Islands or The Isle of Man.



### WHAT ARE MY OBLIGATIONS?

- You must notify claims as soon as possible once you become aware of the insured event and within no more than 180 days of you becoming aware of the insured event.
- You must supply, at your own expense, all of the information which we reasonably require to decide whether a claim may be accepted.
- You shall supply all information requested by the adviser and us.
- You must gain our consent before incurring any legal advisers' costs.



### WHEN AND HOW DO I PAY?

This insurance is distributed through your Insurance Adviser. Please refer to the documentation provided to you when you took out this insurance to understand when and how you pay for this insurance.



### WHEN DOES THE COVER START AND END?

Please refer to your schedule or similar documentation provided to you by your Insurance Adviser to confirm when the insurance cover starts and ends as well as details of how your insurance is renewed.



### HOW DO I CANCEL THE POLICY?

If you have taken out this insurance as an optional add-on, you may cancel this insurance at any time by contacting your Insurance Adviser and providing 14 days' notice. If you exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided you have not already made, and do not intend to make, a claim against the insurance. If you cancel at any time after the first 14 days, you will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that you have not made, and do not intend to make, a claim.

If this insurance is provided automatically as part of your main insurance contract, it cannot be cancelled in isolation. For details on how to cancel your main insurance contract please contact your Insurance Adviser.

More information about your cancellation rights, any applicable administration charges and the reasons we can cancel the policy is included with your policy documents.