

Introduction

Some important facts about *Your* insurance are summarised below. This summary does not describe all the terms and conditions of *Your* policy, so please take time to read the policy document to ensure *You* fully understand the cover provided.

Insurer

This insurance policy has been arranged by Vantage Protect Ltd and is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Vantage Protect Ltd and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

Telephone advice line

Policyholders have telephone access to fully qualified consultants who are available to provide practical advice on taxation, VAT, employment law, health & safety and general legal issues. The service is available weekdays between 8:30am to 5:30pm. The telephone number to access this service can be found on *Your* policy schedule.

QED Online

Policyholders have access to a web-based service which provides practical guidance on human resource and health & safety compliance issues. The website address to access this service can be found on *Your* policy schedule.

Type of insurance and cover provided

This policy provides cover for representation in the event of a legal dispute occurring in relation to the following:

Policy Section	This policy will cover	This policy will not cover
Section 1. Employment disputes	Representation costs incurred in defence of a dispute with an employee, and the cost of a basic or compensatory award ordered to be paid by an employment tribunal following a dispute with an employee, provided the insured contacts the telephone advice line from the outset of the dispute and follows the advice given and provided <i>We</i> have given prior written consent	<ul style="list-style-type: none">• Claims where the insured did not seek advice from the legal advice line before taking action• Any award relating to or arising from trade union activities• Any award made because of the insured's failure to provide written reason for dismissal• Any award made as a result of the failure of the insured to issue the employee with a written statement of the terms of employment or to issue the employee with compliant written details of the employer's disciplinary and grievance procedures

Limit of indemnity

- £100,000 any one claim
- Policy subject to £1,000,000 aggregate limit (all claims notified in any one period of insurance)

Excess

- Standard excess: Nil

General exclusions

The Insurer shall not be liable to indemnify the Insured in respect of:

- Any dispute arising during the first 90 days following inception of this policy, except where it can be evidenced that the insured previously held legal expenses cover with another insurer immediately prior to inception of this policy;
- An insured event reported more than 90 days after its time of occurrence or outside the period of insurance;
- Any dispute or legal proceedings brought or commenced outside the territorial limits;
- Any claim relating to or arising from any cause event or circumstance occurring prior to or existing at inception of this policy;
- Fees, costs and disbursements incurred prior to Vantage Protect's written acceptance of a claim;
- Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements;
- Causes of action intentionally brought about by the insured;
- Any claim which is believed not to have reasonable prospects of achieving the result for which legal proceedings are contemplated;
- Fines, damages or other penalties, which the Insured is ordered to pay by a Court or other authority;
- Legal expenses relating to any judicial review;
- Any claim for legal expenses when the insured is bankrupt, or in receivership, liquidation, administration, has made an arrangement with creditors, has entered into a deed of arrangement or part or all of the Insured's affairs or property are in the care or control of a receiver or an administrator;
- Any dispute with the insurer or Vantage Protect;
- The defence of the insured in civil legal proceedings arising from: injury or disease including psychiatric injury or stress; loss, destruction, or damage of or to property; alleged breach of professional duty; any tortious liability;
- Disputes relating to the Corporate Manslaughter and Corporate Homicide Act 2007.

Duration of cover

This policy will expire one calendar year from the date it was issued.

Cancellation right

If *You* decide that for any reason, this Policy does not meet *Your* insurance needs then please return it to Vantage Protect Ltd within 14 days from the day of purchase or the day on which *You* receive *Your* policy documentation, whichever is the later. On the condition that no claims have been made or are pending, *We* will then refund *Your* premium in full.

Thereafter *You* may cancel the insurance cover at any time by informing Vantage Protect Ltd however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

- a) Where *We* reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) *You* have not taken reasonable care to provide complete and accurate answers to the questions *We* ask.

If *We* cancel the policy and/or any additional covers *You* will receive a refund of any premiums *You* have paid for the cancelled cover, less a proportionate deduction for the time *We* have provided cover.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other insurers, in the future.

Making a claim

Claims should be notified to Vantage Protect on the telephone advice line or in writing to:

Claims Department
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Telephone: 01455 852100
Email: claims@vantageprotect.com

How to make a complaint

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Vantage Protect Ltd
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050
Email: feedback@vantageprotect.com

If it is not possible to reach an agreement, *You* have the right to make an appeal to the Financial Ombudsman Service. This also applies if *You* are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567
Email: complaint.info@financial-ombudsman.org.uk
Website: <http://www.financial-ombudsman.org.uk/>

The above complaints procedure is in addition to *Your* statutory rights as a consumer. For further information about *Your* statutory rights contact *Your* local authority Trading Standards Service or Citizens Advice Bureau.

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

Compensation Scheme

Great Lakes Insurance SE is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if Great Lakes Insurance SE cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or call *Us* on 0800 678 1100 or 020 7741 4100.

Governing Law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated.