



# Commercial Legal Protection

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Legal Advice and Protection  
for Your Business

This is Your Policy Wording

# 1. Helpline Services



## Croner Helpline

The helpline for Employment advice is available from 08:30am to 5:30pm Monday to Friday, excluding Bank holidays.

01455 858126

**Additionally, Commercial legal advice, Health and Safety and Tax advice is only available between 08:30am and 5:30pm Monday to Friday, excluding Bank holidays.**

**We or Irwell will not accept responsibility if the helpline services are unavailable for reasons we or Irwell cannot control.**



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## 2. The Meaning of Words in This Policy

### Appointed representative

The **preferred law firm**, law firm, **tax consultancy**, accountant or other suitably qualified person we will appoint to act on the **insured person's** behalf.

### Business

As shown in the policy schedule.

### Costs and expenses

(a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **Irwell Standard Terms of Appointment**.

(b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the insured person pays them with **our** agreement.

### Countries covered

For insured incidents Legal defence (excluding 5 Statutory notice appeals), and Personal injury

United Kingdom of Great Britain and Northern Ireland, the Isle of Man, and the Republic of Ireland

### Irwell

Irwell Insurance Company Limited.

### Irwell Standard Terms of Appointment

The terms and conditions (including the amount **Irwell** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

## Date of occurrence

The date on which the claim is first made in writing by or against the **insured person** during the **period of insurance** in respect of an insured incident occurring during or prior to the **period of insurance** but of which the **insured person** was not aware at the commencement of the **period of insurance** and notified to us during or within 30 days after the expiry of the same **period of insurance**.

## Employer compliance dispute

A dispute with HM Revenue & Customs concerning **your** compliance with Pay As You Earn , Social Security, Construction Industry or IR35 legislation and regulations.

## Insured person

- (a) **You** and the directors, partners, managers, employees and any other individuals declared to **us** by **you**.
- (b) The estates, heirs, legal representatives or assigns of any person mentioned in (a) above in the event of such person dying.
- (c) A person contracted to work for **you** or your client who is in other respects insured by you on the same basis as **your** employees, and performs work under **your** supervision, direction or control.

## Period of insurance

The period for which **we** have agreed to cover the **insured person**.

## Preferred law firm or tax consultancy services.

A law firm, barristers' chambers or tax expert **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **Irwell's** agreed service standard levels, which **Irwell** audit regularly. They are appointed according to the **Irwell Standard Terms of Appointment**.

## Reasonable prospects

(a) For civil cases (other than insured incident **Legal defence**) the prospects that the **insured person** will recover losses or damages or a reduction in tax or National Insurance liabilities (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment) or make a successful defence, must be at least 51%. **We, Irwell**, or a **preferred law firm** or **tax consultancy** on **our** behalf, will assess whether there are **reasonable prospects**.

(b) For criminal cases there is no requirement for there to be prospects of a successful outcome.

(c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

## Tax enquiry

A written notice of enquiry, issued by HM Revenue & Customs, to carry out an Income Tax or Corporation Tax compliance check which either:

(i) includes a request to examine any aspect of **your** (and at **your** request, **your** directors and partners) books and records; or

advises of a check of **your** (and at **your** request, your directors and partners) whole tax return.

## VAT dispute

A dispute with HM Revenue & Customs following the issue of an assessment, written decision or notice of a civil penalty relating to **your** VAT affairs.

## We, Us, Our

Croner, a trading name of Croner Group Limited, who administer the policy on **Irwell's** behalf.

## You, Your

The **business** that has taken out this policy (shown as the policyholder in the policy schedule).

# 3. Making a Claim



To report a claim telephone Croner's Claims Department during office hours on **01455 858126**. **You** may send claims to **Claims Department | Croner | Croner House | Wheatfield Way | Hinckley | Leicestershire | LE10 1YG | United Kingdom**.

Croner is the trading name of Croner Group Limited, who administer the policy on behalf of **Irwell** Insurance Company Ltd.

Please do not ask for help from a lawyer, accountant, or anyone else before **we** have agreed that **you** should do so. If **you** do, **Irwell** will not pay the costs involved even if the claim is accepted.

Keith Wardell

Chief Executive Officer, Irwell Insurance Company Limited

**Irwell** Head and Registered Office:

**Irwell** Insurance Company Limited | 2 Cheetham Hill Road, Manchester M4 4FB

Registered in England and Wales | Company number 02887406.

**Irwell** Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



## 4. Our Agreement

This policy, the policy schedule and any endorsement shall be considered as one document. The information supplied by **you**, when taking out this insurance, shall be incorporated in the contract.

The Maximum amount payable under the policy is:

- **£100,000** for all claims resulting from one or more event arising at the same time or from the same originating cause; and
- Awards Aggregate Limit **£1,000,000** per period of insurance, **per REC Member**

**Irwell** agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident arising in connection with the **business** shown in the schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim (other than legal defence cases)
2. the **date of occurrence** of the insured incident is during the **period of insurance**
3. any legal proceedings will be dealt with in the **countries covered** by:
  - a court; or
  - employment tribunal or employment appeal tribunal; or
  - an arbitration proceeding where parties to a dispute appoint an arbitrator to determine the evidence and issue a decision which is recognised by and enforceable through a court; or
  - the Equality and Human Rights Commission, Equality Commission for Northern Ireland; or
  - any other body which replaces any of the above or which **Irwell** agree to, and
4. the insured incident occurs within the **Countries Covered**.



## 4.1 What Irwell Will Pay



**Irwell** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any compensation awards that **Irwell** have agreed to, provided that:

1. the most **Irwell** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is shown as the limit of indemnity in the policy schedule.
2. the most **Irwell** will pay in **costs and expenses** is no more than the amount **Irwell** would have paid to a **preferred law firm** or **tax consultancy**. The amount **Irwell** pays a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time.
3. in respect of an appeal or the defence of an appeal, **you** must tell **Irwell** within the time limits allowed that **you** want to appeal. Before **Irwell** pay the **costs and expenses** for appeals, **we** or **Irwell** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** or **Irwell** must agree that **reasonable prospects** exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **Irwell** will pay in **costs and expenses** is the value of the likely award, and
6. in respect of **Legal defence 6 Jury service and court attendance** the maximum **we** will pay is the **insured person's** net salary or wages for the time that the **insured person** is attending court or tribunal, less any amount **you**, the court or tribunal pays.



## 4.2 What Irwell Will Not Pay

1. In the event of a claim, if **you** decide not to use the services of a **preferred law firm** or **tax consultancy**, **you** will be responsible for any costs that fall outside the **Irwell Standard Terms of Appointment** and these will not be paid by **Irwell**.
2. The total of the compensation awards payable by **Irwell** shall not exceed the aggregate compensation limit shown in the policy schedule, in any one **period of insurance**.

# 5. Insured Incidents



<p>What is covered</p> <p>Please also refer to <b>Our</b> agreement on page 9</p>	<p>What is not covered</p> <p>Please also refer to the policy exclusions on page 19</p>
<p><b>5.1) Employment Disputes and Compensation Awards</b></p> <p><b>1. Employment disputes</b> <b>Costs and expenses</b> to defend <b>Your</b> legal rights:</p> <p>(1) Following</p> <p>(a) a demand for compensation, re-engagement or reinstatement by a:</p> <ul style="list-style-type: none"> <li>• prospective employee,</li> <li>• ex-employee,</li> <li>• employee or</li> <li>• alleged employee.</li> </ul> <p>(b) contact by ACAS to commence the Early Conciliation procedure.</p> <p>(2) in proceedings in respect of a dispute with a</p> <ul style="list-style-type: none"> <li>• prospective employee,</li> <li>• ex-employee,</li> <li>• employee or</li> <li>• alleged employee,</li> </ul> <p>(a) which relates to a contract or alleged contract of employment with <b>you</b>, or</p> <p>(b) arises from <b>your</b> alleged breach of their statutory rights under legislation (including but not limited to the Agency Workers Regulations 2010).</p> <p>(3) in proceedings in respect of a dispute with an agency worker or temporary worker, restricted to <b>costs and expenses</b> incurred up to and including a tribunal preliminary hearing to determine the worker's employment status save that in the case of claims brought under the Agency Workers Regulations 2010 such costs and expenses will be covered until the conclusion of the claim unless it is determined at the preliminary hearing that the claimant is genuinely self-employed.</p>	<p>1. A claim relating to the following:</p> <p>1.1 Unless equivalent legal expenses insurance was in force immediately before:</p> <p>(a) any dispute where the originating cause of action arises within the first 90 days of the start of the policy</p> <p>(b) any redundancy or alleged redundancy or unfair selection for redundancy which occurs within the first 180 days of the start of the policy</p> <p>1.2 employee internal disciplinary or grievance procedures</p> <p>1.3 damages for personal injury.</p> <p>2. Any costs and expenses incurred after the point at which it is determined at a tribunal preliminary hearing that the claimant is or was not an employee (subject to the exclusion for claims brought under the Agency Workers Regulations 2010 referred to in paragraph 3.)</p>

<p><b>2 Employee civil legal defence</b></p> <p><b>Costs and expenses</b> to defend the <b>insured person's</b> (other than the <b>business</b>) legal rights if:</p> <ul style="list-style-type: none"> <li>(a) an event arising from their work leads to civil action being taken against them under legislation for unlawful discrimination; or</li> <li>(b) civil action (other than arbitration proceedings) is being taken against them as trustee of a pension fund set up for the benefits of <b>your</b> employees.</li> </ul> <p><i>Please note that <b>Irwell</b> will only provide cover for an <b>insured person</b> (other than <b>You</b>) at <b>your</b> request.</i></p>	
<p><b>3 Compensation awards</b> In respect of a claim <b>Irwell</b> have accepted under insured incident <b>1 Employment disputes</b> we will pay:</p> <ul style="list-style-type: none"> <li>(1) any basic and compensatory award; and/or</li> <li>(2) an order for compensation or damages following: <ul style="list-style-type: none"> <li>(a) a breach of <b>your</b> statutory duties under employment legislation; or</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>1 Non-payment of money due under a contract.</li> <li>2 A settlement agreed and payable following conciliation under the ACAS Early Conciliation procedure.</li> </ul>

**4 Investigation and disciplinary hearings**

**representation Costs and expenses** to represent

the **insured person's** legal rights throughout a formal investigation or disciplinary hearing conducted by any business association, professional or regulatory body.

*Please note that **Irwell** will only provide cover for an **insured person** (other than the business) at **your** request.*

**5. Service occupancy**

**Costs and expenses** to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which **you** are responsible.

Any claim relating to defending **your** legal rights other than defending a counter-claim.



## 5.2) Legal Defence

**Costs and expenses** to defend the **insured person's** legal rights:

### 1 Criminal pre-proceedings cover

When dealing with the Police, or other criminal investigative body, where it is alleged that the **insured person** has or may have committed a criminal offence.

A claim related to the following:

- 1 any criminal investigation or enquiry by, with or on behalf of HM Revenue & Customs

*Please note this exclusion applies to section 1 of the **Legal defence** cover.*

- 2 a parking offence

*Please note this exclusion applies to sections 1 and 2 of the **Legal defence** cover.*

### 2 Criminal prosecution defence (including motor prosecution defence)

Following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

*Please note **Irwell** will only cover criminal investigations and/or prosecutions which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**, page 8.*

### 3 Data protection and Information Commissioner registration

- (a) If civil action is taken against the **insured person** for compensation under applicable statutory provisions. Irwell will also pay any compensation award made against the **insured person**.

- (b) In an appeal against the refusal of the Information Commissioner to register **your** application for registration.

*Please note **Irwell** will not cover the cost of fines imposed by the Information Commissioner. Please see **Policy Exclusions** 4, page 19*

<p><b>4</b>      <b>Wrongful arrest</b></p> <p>If civil action is taken against <b>you</b> for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the <b>period of insurance</b>.</p>	
<p><b>5</b>      <b>Statutory notice appeals</b></p> <p>In an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting <b>your business</b>.</p>	<p>1      an appeal against the imposition or terms of any Statutory Notice issued in connection with <b>your</b> licence, mandatory registration or British Standard Certificate of Registration</p> <p>2      a Statutory Notice issued by an <b>insured person's</b> regulatory or governing body.</p>

## LEGAL DEFENCE (continued)

### 6 Jury service and court attendance

An **insured person's** absence from work:

- (a) to perform jury service
- (b) to attend any court or tribunal at the request of the **appointed representative**.

The maximum **Irwell** will pay is the **insured person's** net salary or wages for the time that they are absent from work less any amount **you**, the court or tribunal, have paid them.

**Provided that:**

- (a) *for claims relating to the Health and Safety at Work etc Act 1974 the **countries covered** shall be any place where the Act applies*
- (b) *at the time of the insured incident, **you** have registered with the Information Commissioner in respect of insured incident 3 Data protection and Information Commissioner registration*
- (c) **you** request **Irwell** to provide cover for the **insured person**.

### 5.3) Statutory Licence Appeal

An appeal to the relevant statutory or regulatory authority, court or tribunal following a decision by a licensing or regulatory authority to suspend, or alter the terms of, or refuse to renew, or cancel **your** licence, mandatory registration or British Standard Certificate of Registration.

A claim relating to the following:

- 1 the original application or renewal application of a statutory licence, mandatory registration or British Standard Certificate of Registration
- 2 the ownership, driving or use of a motor vehicle.

## 5.4) Contract Disputes

A contractual dispute arising from an agreement or an alleged agreement which has been entered into by you or on your behalf for the purchase, hire, sale or provision of goods or of services.

### **Provided that:**

- (a) *the amount in dispute exceeds £200 (incl VAT)*
- (b) *if the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceed £200 (incl VAT)*
- (c) *If the dispute relates to money **owed**, you have exhausted all **your** credit control procedures before reporting the claim.*

- 1 A dispute arising from an agreement entered into prior to the start of the policy if the **date of occurrence** is within the first 90 days of the cover provided by the policy, unless equivalent legal expenses insurance was in force immediately before.
- 2
  - (a) The settlement payable under an insurance policy (**Irwell** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim).
  - (b) The sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **Irwell** will cover a dispute with a professional advisor in connection with these matters.
  - (c) A loan, mortgage, pension, guarantee or any other financial product and disputes with a professional advisor in connection with these matters.
  - (d) A motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- 3 A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**.
- 4 A dispute which arises out of the:
  - sale or provision of computer hardware, software, systems or services; or
  - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- 5 A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- 6 The recovery of money and interest due from another party, other than disputes where the other party indicates that a defence exists.

### 5.5) Property Protection

A civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- 1 any event which causes physical damage to such material property; or
- 2 a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3 a trespass.

*Please note that **you** must have established the legal ownership or right to the land that is the subject of the dispute.*

A claim relating to the following:

- 1 a contract **you** have entered into
- 2 goods in transit or goods lent or hired out
- 3 a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles)
- 4 the enforcement of a covenant by or against **you**.

*Please note the term 'goods' includes livestock.*

### 5.6) Personal Injury

At **your** request, **Irwell** will pay **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident that causes the death of, or bodily injury to them.

A claim relating to the following:

- 1 any illness or bodily injury that happens gradually
- 2 psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury
- 3 defending an **insured person's** or their family members' legal rights other than in defending a counter-claim
- 4 clinical negligence.

### 5.7) Tax Protection

- 1 A **tax enquiry**
- 2 An **employer compliance dispute**
- 3 A **VAT dispute**

**Provided that:**

**you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed

*Please note **Irwell** will only cover tax claims which arise in direct connection with the activities of the **business** shown in the schedule. Please see **Our agreement**, page 8.*

- 1 Any claim relating to a tax avoidance scheme.
- 2 Any failure to register for Value Added Tax or Pay As You Earn.
- 3 Any investigation or enquiries by, with or on behalf of HM Revenue & Customs Special Investigations Section, Special Civil Investigations, Criminal Investigations Unit, Criminal Taxes Unit, under Public Notice 160 or by the Revenue & Customs Prosecution Office.
- 4 Any claim relating to import or excise duties and import VAT.
- 5 Any investigation or enquiry by HM Revenue & Customs into alleged dishonesty or alleged criminal offences.



# 6. Policy Exclusions



**Irwell** will not pay for the following:

1. **Late reported claims** - Any claim reported to **us** more than 30 days after the date the **insured person** should have known about the insured incident.
2. **Costs not agreed to – Costs and expenses** incurred before **our** or **Irwell's** written acceptance of a claim.
3. **Court awards and fines** – Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incidents **Employment disputes and compensation awards** and **Legal defence**.
4. Court awards and fines - Fines, penalties, compensation, or damages which the **insured person** is ordered to pay by a court or other authority or any fines imposed by the information commissioner for breach of data protection legislation. Other than compensation awards covered under insured incidents Employment disputes and compensation awards and Legal defence.
5. **Intellectual property rights** – Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
6. **Deliberate acts** – Any insured incident deliberately or intentionally caused by an **insured person**.
7. **Franchise or agency agreements** – Any claim relating to rights under a franchise or agency agreement entered into by **you**.
8. **A dispute with Irwell** – A dispute with **Irwell** not otherwise dealt with under policy condition 8.
9. **Shareholding or partnership disputes** – Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
10. **Judicial review – Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
11. **Nuclear, war and terrorism risks** – Any claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
  - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Terrorism Act 2000;
  - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**12. Bankruptcy** – Any claim where either at the start of, or during the course of a claim, **you**:

- (a) are declared bankrupt
- (b) have filed a bankruptcy petition
- (c) have filed a winding-up petition
- (d) have made an arrangement with **your** creditors
- (e) have entered into a deed of arrangement
- (f) are in liquidation
- (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

**Defamation** – Any claim relating to written or verbal remarks that damage the **insured person's** reputation.

**13. Calendar date devices** – Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

**14. Litigant in person** – Any claim where an **insured person** is not represented by a law firm, barrister or Tax expert.

# 7. Policy Conditions



## 1. Your representation

(a) On receiving a claim, if representation is necessary, **we** or **Irwell** will appoint a **preferred law firm, tax consultancy** or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

(b) If the appointed **preferred law firm** or **tax consultancy** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** or **Irwell** will choose the **appointed representative** to represent **you** in any proceedings where **Irwell** are liable to pay a compensation award.

(c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm** or **tax consultancy**, **we** or **Irwell** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm** or **tax consultancy**. However if they refuse to act on this basis, the most **Irwell** will pay is the amount **Irwell** would have paid if they had agreed to the **Irwell Standard Terms of Appointment**. The amount **Irwell** pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

(d) The **appointed representative** must co-operate with **us** and **Irwell** at all times and must keep **us** up to date with the progress of the claim.

## 2. Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us**, **Irwell** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** or **Irwell** ask **you** to.

## 3. Offers to settle a claim

(a) An **insured person** must tell **us** or **Irwell** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** or **Irwell's** written consent.

(b) If an **insured person** does not accept a reasonable offer to settle a claim, **Irwell** may refuse to pay further **costs and expenses**.

(c) **Irwell** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **Irwell** to take over and pursue or settle a claim in their name. An **insured person** must allow **Irwell** to pursue at their own expense and for their benefit, any claim for compensation against any other person and

an **insured person** must give **Irwell** all the information and help they need to do so.

#### 4. Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** or **Irwell** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **Irwell** have to pay and must pay **Irwell** any amounts that are recovered.

#### 5. Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **Irwell** provide will end at once, unless **we** agree to appoint another **appointed representative**.

#### 6. Withdrawing cover

- (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim any costs and expenses **Irwell** have paid.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **Irwell** provide will end at once. **Irwell** will pay any **costs and expenses** and compensation awards, **we** have agreed to, up to the date cover was withdrawn.

#### 7. Expert opinion

**We** or **Irwell** may require you to get, at **your** own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between **you** and **us**. Subject to this **Irwell** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

#### 8. Arbitration

If there is a disagreement between **you** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business, **you** can contact the Financial Ombudsman Service for help. Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk). Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator

will be a barrister chosen jointly by **you** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.

## 9. Keeping to the policy terms

An **insured person** must:

- (a) keep to the terms and conditions of this policy
- (b) take reasonable steps to avoid and prevent claims
- (c) take reasonable steps to avoid incurring unnecessary costs
- (d) send everything **we** ask for in writing, and
- (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

## 10. Information declaration

**You** shall declare information as requested by us at the end of each **period of insurance**. **You** shall pay any additional premium, or receive a refund of premium as the case may be. If the required information is not supplied to **us** at the intervals required, **we** will adjust **your** premium in accordance with the index of average earnings published by the Office for National Statistics.

## 11. Cancelling the policy

**We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

**You** can cancel this policy at any time as long as **we** or Irwell are told at least 14 days beforehand.

## 12. Fraudulent claims

**We** will, at **our** discretion, void the policy (make it invalid) from its start date or from the date of claim, or alleged claim, or **Irwell** will not pay the claim if:

- (a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
- (b) a false declaration or statement is made in support of a claim.

## 13. Claims under this policy by a third party

Apart from **us** and **Irwell**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest



#### 14. Other insurances

If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, **Irwell** will only pay their share of the claim even if the other insurer refuses the claim.

#### 15. Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **your business** is registered. Otherwise the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate



## 8. Data Protection

To provide and administer the insurance **Irwell** Insurance Company Ltd (**Irwell**) must process **your** personal data (including sensitive personal data) collected from **you** in accordance with the **Irwell** Privacy Policy.

To do so, **Irwell** may need to send **your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, or its appointed service provider (Croner Group Ltd).

In doing this, **Irwell** will comply with relevant Data Protection Legislation. Unless required by law or by a professional body, **Irwell** will not disclose **your** personal data to any other person or organisation without **your** written consent.

For any questions or comments, or requests to see a copy of the information **we** hold about **you**, please write to **Irwell** Head Office, address below:

**Irwell** Insurance Company Limited  
2 Cheetham Hill Road  
Manchester  
M4 4FB



## 9. Customer Service

If **you** are unhappy with the service, **you** receive for any reason **you** should write to **Client Relations | Croner | Croner House | Wheatfield Way | Hinckley | Leicestershire | LE10 1YG | United Kingdom**. Alternatively, **you** can telephone **01455 858126**. **You** may also write to the **Customer Relations Department | Irwell Insurance Company Limited | 2 Cheetham Hill Road, Manchester M4 4FB**. Alternatively, **you** can email **Irwell** at [customerrelations@irwell.co.uk](mailto:customerrelations@irwell.co.uk). If **you** cannot settle **your** complaint with Croner or **Irwell** **you** may then be entitled to refer it to the Financial Ombudsman Service.

**Croner Group Limited** and **Irwell** are both ultimately covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the **FSCS** if **we** cannot meet **our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Croner is a trading name of Croner Group Limited registered in England & Wales, No. 8654528, VAT Number 173 1676 02. Registered Office: **Croner House | Wheatfield Way | Hinckley | Leicestershire | LE10 1YG**. Croner Group Limited is authorised and regulated by the Financial Conduct Authority.

11404.01/BLS & COM5 Plus Policy Wording/IRWELL

# Let's talk

**PHONE** 0808 145 3490

**ONLINE** [croner.co.uk](http://croner.co.uk)

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# What We Do



## **HR & Employment Law**

Advice & Consultancy  
Employee Assistance Programme  
Case Management Software



## **Health & Safety**

Advice & Consultancy  
Training Courses  
Risk Management Software



## **Pay & Benefits**

Salary Benchmarking  
Consultancy  
Job Evaluation Software



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HR • Tax • H&S • Reward

