



National Trainers Federation Group Policy (No. 511236)

Please read this policy carefully and in full to familiarise yourself with the terms and conditions, as well as the

- legal and tax advice helplines
- claims procedures.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Telephone Helplines

For Employment and Equine advice between 9am and 5pm weekdays (except bank holidays) please dial

01488 71729

For Employment advice outside these hours please dial

0330 303 1329

For any other business legal advice please dial

0330 303 1329

24/7 UK tax advice please dial

0330 303 1329

Crisis communication please dial

0344 571 7964

Make a claim 0330 303 1955

To report a claim call between 9am and 5pm weekdays (except bank holidays)

Main benefits of National Trainers Federation Group Policy

Cover empowers the member to protect their legal rights in the future. With support from ARAG, the member and their business could be protected from legal costs arising from:

- employment disputes & compensation awards
- employment restrictive covenants
- tax investigations & VAT disputes
- legal nuisance, trespass or damage to property
- legal defence
- compliance & regulation
- statutory licence appeals
- loss of earnings
- crisis communication
- contract & debt recovery

Who is ARAG?

ARAG is the largest family enterprise in the German insurance industry and has positioned itself as a versatile quality insurer. Specialising in legal insurance as the leading legal insurer worldwide, ARAG also offers its customers attractive, needs-based products and services from a single source.

Active in a total of 19 countries – including the US, Canada and Australia – ARAG is also represented by international branches, subsidiaries and shareholdings in numerous international markets in which it holds a leading position as a provider of legal insurance and legal services. With almost 4,700 employees, the Group generates revenue and premium income totalling more than €2.0 billion.

Helplines (Calls are charged at the national rate).

Helplines

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 member's 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.

Legal and tax advice

If your member has a legal or tax problem relating to their business, we recommend your member calls our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days a year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

We give advice about business-related legal matters within UK, Isle of Man, Channel Islands and EU law and tax matters within the UK.

Your member's query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.

Your member can get advice by telephoning 0330 303 1329. Use of this service does not constitute reporting of a claim.

Crisis communication 0344 571 7964

Following an event that has attracted negative publicity which could affect your member's business, your member can access professional public relations support from our Crisis communication experts at any time.

In advance of any actual adverse publicity, where possible, initial advice for your member to act upon will be provided over the phone. If your member's circumstances require professional work to be carried out at that time, we can help on a consultancy basis and subject to your member paying a fee.

Where an event has led to actual publicity online, in print or broadcast, that could damage your member's business, your member is insured against the costs of crisis communication services under Insured event 12 when they use this helpline.

Claims procedure

Telling us about your member's claim

1. If your member needs to make a claim, your member must notify us as soon as possible.
2. If your member instructs their own solicitor without our agreement, they will be liable for costs that are not covered by this policy.
3. A claim can be made online at www.arag.co.uk/newclaims. Alternatively an insured can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling us on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
4. The completed claim application and supporting documentation can be submitted to ARAG by email or post. Further details are set out in the claim form itself.

What happens next?

1. We will send an acknowledgment by the end of the next working day after the claim is received.
2. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will contact your member either:
 - a) confirming cover under the terms of the policy and advising of the next steps to progress your member's claim; or
 - b) if the claim is not covered, we will explain in full the reason(s) why and advise whether we can assist in another way.
3. When a representative is appointed they will try to resolve your member's dispute without delay, arranging mediation whenever appropriate.
4. We will check on the progress of your member's claim with the appointed advisor from time to time. Sometimes matters cannot be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

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, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. 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 has 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.

What happens if the insurer cannot meet its liabilities?

The insurer is covered by the Financial Services Compensation Scheme (FSCS). Your member may be entitled to compensation of up to 90% of the cost of their claim, in the unlikely event that the insurer cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk.

National Trainers Federation Group Policy

This **master policy** is evidence of the contract between the **master policyholder** and the **insurer**. The policy and schedule shall be read together as one document.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

YOUR POLICY COVER

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) up to:

- a) the limit of indemnity specified in the schedule to which this policy attaches for all claims related by time or originating cause;
- b) an aggregate limit of £1,000,000 for compensation awards under Insured event 2 Employment compensation awards; subject to all of the following requirements being met:
 - 1) **your member** has paid the insurance premium
 - 2) the **member** 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 **territorial limit**
 - 4) the claim
 - a) always has **reasonable prospects of success**
 - b) is reported to **us**
 - i) during the **period of insurance**
 - ii) as soon as **your member** first becomes aware of circumstances which could give rise to a claim
 - 5) unless there is a conflict of interest, **your member** always agrees to use the **appointed advisor** chosen by **us**
 - a) in any claim to be heard by an Employment Tribunal
 - b) before proceedings have been or need to be issued
 - 6) any dispute will be dealt with through mediation or by 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 **your member's** fully completed claim form.

This **master policy** will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other **master policy** terms.

INSURED EVENTS COVERED

1 EMPLOYMENT

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

- a) contract of service with **your member**
- b) related legal rights.

Your member can claim under the policy as soon as internal procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

What is not covered under INSURED EVENT 1

Any claim arising from or relating to:

1. the pursuit of an action by **your member** other than an appeal against the decision of a court or tribunal
2. actual or alleged redundancy that is notified to **employees** within 180 days of the start of this policy, except where **your member** has had equivalent cover in force up until the start of this policy
3. costs **your member** incurs to prepare for an internal disciplinary hearing, grievance or appeal
4. A pension scheme where actions are brought by ten or more **employees** or **ex-employees**.

2 EMPLOYMENT COMPENSATION AWARDS

Following a claim **we** have accepted under Insured event 1 Employment, the **insurer** will pay any

- a) basic and compensatory award or
- b) an amount agreed by us in settlement of a dispute.

Provided that compensation is:

- a) agreed through mediation, conciliation or under a settlement approved by **us** in advance or
- b) awarded by a tribunal judgment after full argument unless given by default.

What is not covered under INSURED EVENT 2

1. Money due to an **employee** under a contract or a statutory provision relating thereto.
2. Compensation awards or settlements relating to
 - a) trade union membership, industrial or labour arbitration or collective bargaining agreements
 - b) civil claims or statutory rights relating to trustees of occupational pension schemes.

3 EMPLOYMENT RESTRICTIVE COVENANTS

- a) A dispute with **your member's employee** or ex-**employee** which arises from their breach of a restrictive covenant where **your member** is seeking financial remedy or damages.

Provided that the restrictive covenant

- i) is designed to protect **your member's** legitimate business interests, for a period not exceeding 12 months and
 - ii) is evidenced in writing and signed by **your member's employee** or ex-**employee** and
 - iii) extends no further than is reasonably necessary to protect the business interests.
- b) A dispute with another party who alleges that **your member** has breached their legal rights protected by a restrictive covenant.

4 TAX DISPUTES

- a) A formally notified enquiry into **your member's business** tax, or into the personal tax affairs of **your member's** directors and/or partners.
- b) A dispute about **your member's** compliance with HMRC regulations relating to your member's **employees**, workers or payments to contractors
- c) A dispute with HMRC about Value Added Tax.
- d) An enquiry into **your member's** tax affairs or into the personal tax affairs of **your member's** directors and/or partners, arising from an alleged discovery by HMRC

Provided that:

- all returns are completed and have been submitted within the statutory timescales permitted; and
- **your member** keeps proper records in accordance with statutory requirements; and
- in respect of any appealable matter **your member** has requested an Internal Review from HM Revenue & Customs where available.

What is not covered under INSURED EVENT 4

Any claim arising from or relating to:

1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
2. an investigation by the Fraud Investigation Service of HMRC
3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your member's** financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of the United Kingdom
5. **your member's** failure to register for VAT.

5 PROPERTY

- A dispute relating to material property which **your member** owns or is **your member's** responsibility:
- following an event which causes physical damage to **your member's** material property
 - following a public or private nuisance or trespass
 - which **your member** wishes to recover or repossess from an **employee** or ex-**employee**.

What is not covered under INSURED EVENT 5

- Any claim arising from or relating to:
- a contract between **your member** and a third party except for a claim under 5 c)
 - goods lent or hired out
 - compulsory purchase, demolition restrictions, controls or permissions placed on land or property by any government, local or public authority

6 LEGAL DEFENCE

- A criminal investigation and/or enquiry by:
 - the police or
 - other body with the power to prosecute where it is suspected that an offence may have been committed that could lead to the **member** being prosecuted.
- The charge for an offence or alleged offence which leads to the **member** being prosecuted in a court of criminal jurisdiction.
- A motor prosecution brought against **your member's** directors and/or partners which does not relate to the **business**.

What is not covered under INSURED EVENT 6

Any claim relating to a parking offence.

7 COMPLIANCE & REGULATION

- Receipt of a Statutory Notice that imposes terms against which **your member** wishes to appeal.
- Notice of a formal investigation or disciplinary hearing by any professional or regulatory body.
- An appeal against a Stewards decision to impose a fine or suspension.
- A civil action alleging wrongful arrest arising from an allegation of theft.
- A claim against **your member** for compensation under the Data Protection Act 2018 provided that
 - Your member** is registered with the Information Commissioner where required under the data protection regulations
 - Your member** is able to evidence that they have in place a process to
 - investigate complaints from data subjects regarding a breach of their privacy rights
 - offer suitable redress where a breach has occurred and that **your member's** complaints process has been fully engaged.
- A civil action alleging that **your member** (or an ex-**employee** provided that they have **your members** agreement to claim under this policy) has
 - committed an act of unlawful discrimination; or
 - failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your member's employees**.

What is not covered under INSURED EVENT 7

- Any claim arising from or relating to:
- the pursuit of an action by **your member** other than an appeal
 - a routine inspection by a regulatory authority
 - an enquiry, investigation or enforcement action by HMRC
 - a claim brought against **your member's business** where unlawful discrimination has been alleged.

8 STATUTORY LICENCE APPEALS

An appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **your member's business**.

9 LOSS OF EARNINGS

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

What is not covered under INSURED EVENT 9

Any sum which can be recovered from the court.

10 EXECUTIVE SUITE

This Insured event applies only to the principal, executive officers, directors and partners of your members business. where civil proceedings are issued against **your member's employee**:

- a) An HMRC enquiry into the executive's personal tax affairs.
- b) A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from **your members business**.
- c) A claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Executive suite - identity theft resolution helpline.
- d) A dispute that arises from the terms of **your** business partnership agreement that is to be referred to mediation.
- e) Crisis communication as described in Insured event 12 below shall be available to the principal, executive officers, directors and partners of the business for matters occurring in their private and personal capacity that cause significant adverse publicity or reputational damage.

What is not covered under INSURED EVENT 10

- 1) Any claim arising from or relating to:
 - a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
 - b) an investigation by the Fraud Investigation Service of HMRC
 - c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the executive's financial arrangements
 - d) any enquiry that concerns assets, monies or wealth outside of the United Kingdom
 - e) a parking offence
 - f) costs incurred in excess of £25,000 for a claim under 10 d) and 10 e).
- 2) Crisis communication for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

11 CONTRACT & DEBT RECOVERY

A breach or alleged breach of an agreement or alleged agreement which has been entered into by **your member** or on **your member's** behalf to buy, sell, hire or lease goods or services or to rent **your business** premises, provided that if **your member** is claiming for an undisputed debt **your member** has exhausted their normal credit control procedures.

What is not covered under INSURED EVENT 11

Any claim arising from or relating to:

1. an amount which is less than £200
2. the first £500 if the amount in dispute exceeds £5,000
3. a dispute with a tenant or lease where **your member** is the landlord or lessor
4. the sale or purchase of land or buildings
5. loans, mortgages, endowments, pensions or any other financial product
6. computer hardware, software, internet services or systems which
 - a) have been supplied by **your member** or
 - b) have been tailored to **your member's** requirements
7. a breach or alleged breach of a professional duty by any **member**
8. the settlement payable under an insurance policy
9. a dispute relating to an **employee** or ex-**employee**
10. adjudication or arbitration.

12 CRISIS COMMUNICATION

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

- a) liaise with **your member** and **your member's** solicitor (whether the solicitor is an **appointed advisor** under this policy, or acts on **your member's** behalf under any other policy) to draft a media statement or press release
 - b) prepare communication for **your member's** staff /customers/suppliers and/or a telephone or website script or social media messaging
 - c) arrange, support and represent **your member** at an event which media will be reporting
 - d) support **your member** by taking phone calls/emails and managing interaction with media outlets
 - e) support and prepare **your member** for media interviews
- provided that **your member** has sought and followed advice from **our** Crisis communication helpline.

What is not covered under INSURED EVENT 12

Any claim arising from or relating to:

1. **legal costs & expenses** in excess of £10,000
2. matters that should be dealt with through your member's normal complaints procedures a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

WHAT IS NOT COVERED BY THIS POLICY (applicable to the whole policy)

The **member** 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 insurance provided by this policy, and which the **member** knew or ought reasonably to have known could lead to a claim
3. an allegation against the **member** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities except in relation to Insured event 12 Crisis communication
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 **member**
5. National Minimum Wage and/or National Living Wage Regulations
6. patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Insured event 3 Employment restrictive covenants)
7. a dispute with any subsidiary, parent, associated or sister company or between shareholders or business partners
8.
 - a) a franchise agreement
 - b) an agency agreement through which one party has the legal capacity to alter the legal relations of the other
9. a judicial review
10. a dispute with **us**, the **insurer** or the party who arranged this cover not dealt with under Condition 6
11.
 - 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, funding, preventing or suppressing terrorist action.
 - f) a dispute where providing cover, payment of any claim or the provision of any benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

12. the payment of fines, penalties or compensation awarded against the **member** (except as covered under Insured event 2 Employment compensation) or costs awarded against the **member** by a court of criminal jurisdiction.

POLICY CONDITIONS

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

1. The member's responsibilities

A **member** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your member's** 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) allow the **insurer** at any time to take over and conduct in the **member's** name, any claim.

2. Freedom to choose an appointed advisor

- a) In certain circumstances as set out in 2.b) below the **member** may choose an **appointed advisor**. In all other cases, no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against the **member**, or
 - ii) there is a conflict of interestthe **member** may choose a qualified **appointed advisor** except, where the **member's** claim is to be dealt with by the Employment Tribunal, **we** shall always choose the **appointed advisor**.
- c) Where the **member** wishes to exercise the right to choose, the **member** must write to **us** with their preferred representative's contact details.
- d) Where the **member** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**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).
- e) If the **member** 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 a **member**, the insurer's liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim relating to Insured event 11 Contract & debt recovery **your member** 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 **member** must agree to **us** having sight of the **appointed advisor's** file relating to the **member's** claim. The **member** 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) A **member** 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 **member's** claim.
- b) The **member** must not negotiate or settle the claim without **our** written agreement.
- c) If the **member** refuses to settle the claim following advice to do so from the **appointed advisor** the **insurer** reserves the right to refuse to pay further costs.

5. Barrister's opinion

We may require the **member** 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 **member**, 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 **member** and **us**. This does not affect the **member's** right under Condition 6 below.

6. Arbitration

If any dispute between the **member** and **us** arises from this policy, the **member** 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 **member's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **member** 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** and **your member** 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 the **member** makes any claim which is fraudulent or false, the policy may become void and all benefit under it may be lost.

b) The **member** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. 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 any part the outcome of the **member's** claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

9. Cancellation

a) The **member** may cancel the policy:

i) within 14 days of the date of its purchase with a full refund of premium paid provided a claim has not been accepted; or

ii) at any other time by giving **us** at least 21 days written notice and the **insurer** will refund the premium for the time remaining of the **period of insurance** unless a claim has been or is later accepted by **us** in which case no return of premium shall be allowed.

b) Where there is a valid reason for doing so, the **insurer** has the right to cancel the policy at any time by giving **your member** at least 21 days written notice. The **insurer** will refund the premium for the time remaining of the **period of insurance**. **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 **member** uses threatening or abusive behaviour or language, or intimidates or bullies **our** staff or suppliers,

iii) where **we** have evidence that the **member** has committed a fraudulent act.

c) The **insurer** may also cancel the policy and refund part of the premium for the remaining **period of insurance** if at any time the **member**

i) enters into a voluntary arrangement or a deed of arrangement

ii) becomes bankrupt, are placed into administration, receivership or liquidation

iii) has their affairs or property in the care or control of a receiver or administrator.

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. This policy will be governed by English law.

11. Contracts (Rights of Third Parties) Act 1999

A person who is not 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.

MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The

- 1) solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **member**.
- 2) mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

Business

The occupation, trade profession or enterprise carried out by the **members** of the **master policyholder**.

Collective Conditional Fee Agreement

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 either

- 1) 100% “no-win no-fee” or
- 2) Where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between the **member** and the **appointed advisor** for paying their professional fees on the basis of either

- 1) 100% “no-win no-fee” or
- 2) Where discounted, that a discounted fee is payable.

Employee

A worker who has or alleges they have entered into a contract of service with the **member**.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

1. 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 44.2.
2. In civil claims, other side’s costs, fees and disbursements where the **member** has been ordered to pay them or pays them with **our** agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 4 Tax disputes by the **appointed advisor** and agreed by **us** in advance.
4. Health and Safety Executive Fees for Intervention
5. The **member's employee's** basic wages or salary under Insured event 9 Loss of earnings in the course of their employment with the **member** while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where the **member** does not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
6. The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 11c) where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service
7. 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 the **member** under Insured event 12 Crisis communication.

Master Policy

The master legal expenses policy issued by **us** to the **master policyholder**.

Master Policyholder

The National Trainers Federation.

Member

The **member** of the National Trainer's Federation.

Period of Insurance

The period shown in the schedule to which this policy attaches. (The **period of insurance** shall otherwise expire on earlier cancellation of this policy).

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the **member** successfully pursuing or defending the claim and, if the **member** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims and where defending **your member** following notice of a formal investigation or disciplinary hearing by any professional or regulatory body, where the **member**
 - a) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
 - b) pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than 50% chance of the **member** being successful.

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

Territorial Limit

- 1) For Insured events 6 Legal defence and 11 Contract & debt recovery the United Kingdom, Channel Islands, Isle of Man, Norway, Switzerland and countries in the European Union.
- 2) For all other Insured events the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your/Member

The fully paid up member of the National Trainers Federation (NTF) membership scheme to which this policy attaches issued by the **master policyholder** to the **member**.

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 where we 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, Monday to Friday excluding bank holidays, for our mutual protection and our training purposes, calls may be recorded).
- @ customerrelations@arag.co.uk
- ✉ ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Step 2

Should your member remain dissatisfied they can refer their complaint to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

- ☎ 0800 023 4567 or 0300 123 9123
- @ Complaint.info@financial-ombudsman.org.uk
- ✉ Financial Ombudsman Service, Exchange Tower, London E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk
The FOS's decision is binding upon the insurer, but your member is free to reject it without affecting your legal rights

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England. Company Number 02585818.

ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

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 Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.