

COMMERCIAL LEGAL PROTECTION POLICY

This is a 'claims made' insurance policy in respect of which only claims notified to The Company during the Period of Insurance shall be covered.

Definitions:

1. **The Company** Irwell Insurance Company Limited ("Irwell").
2. **The Policyholder** The person, firm or company specified in the Schedule.
3. **Employee of the Policyholder** A proprietor, director, partner, manager, officer, employee or worker of The Policyholder. The capacity being prospective, current or previous.
4. **Policyholder's Representative** The solicitors, accountants, adjusters, advocates, consultants, investigators or other suitably qualified person appointed by The Company, at such rates as agreed and confirmed by the Company, to act for The Policyholder or to act for such other persons insured under this Policy in accordance with the conditions of this Policy.
5. **Cover** There are four sections to this policy. The Policyholder's Cover is directly related to their agreement with Peninsula and is as indicated in The Schedule.
6. **Professional Fees and Expenses** The costs, fees and disbursements reasonably and properly incurred by the Policyholder's Representative and authorised and approved by The Company in accordance with the conditions of this Policy. The Company will not make payments of value added tax (or equivalent goods and services tax which may be required by law to be paid in the Channel Islands) on any costs, fees, disbursements or expenses unless not recoverable from The Policyholder. Such value added tax will be paid directly by The Policyholder, where appropriate, to the Policyholder's Representative.
7. **Limit of Indemnity** The limits specified in The Schedule, which shall be calculated as follows:
 - 7.1 **£200,000** per Insured Event relating to sections 1-4 by aggregating all amounts in respect of all Insured Events related in time or by cause.
 - 7.2 **£2,000,000** for all claims by aggregating all amounts indemnified in respect of Insured Events which have been notified to The Company within the Period of Insurance.
8. **Maximum Limit** The Maximum Limit for a claim under Section 2 of this Policy is the limit as set out by Section 124 of the Employment Rights Act 1996 in England, Wales and Scotland, The Employment Rights (NI) Order 1996 in Northern Ireland, Section 7(1) (c) of the Unfair Dismissals Act 1977 in the Republic of Ireland and such equivalent legislation in force in the Channel Islands.
9. **Peninsula** Peninsula Business Services Limited (Company Number 1702759) whose registered office is at The Peninsula, Victoria Place, Manchester, M4 4FB.
10. **The Schedule** The Schedule to this Policy.
11. **Territorial Limit** United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Island and the Republic of Ireland.
12. **The Insured Event** The issue or event that starts a train of events that leads to a matter which becomes the subject of a notified claim.
13. **Period of Insurance** The period specified in The Schedule for which The Company has agreed to accept, and The Policyholder has paid or agreed to pay the premium and any subsequent Period of Insurance which may be agreed.

In consideration of **The Policyholder** having paid or agreed to pay the premium shown in **The Schedule**:

The Company shall, subject to the **Limit of Indemnity** and in accordance with those Sections of the **Cover** stated in **The Schedule** to be operative, indemnify **The Policyholder** (or an **Employee of the Policyholder**) in respect of any **Insured Event** arising out of **The Policyholder's** normal business activities as stated in **The Schedule** which occurred within the **Territorial Limit** and which was notified to **The Company** within the **Period of Insurance** and in respect of which any legal proceedings are conducted within the **Territorial Limit**.

TO MAKE A CLAIM:

TEL: 0844 892 2779

E-MAIL: LegalNewWork@peninsula-uk.com

**Peninsula Business Services Limited
Legal Services Department
Victoria Place
Manchester
M4 4FB**

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

1. Under no circumstance should you instruct your own solicitor, accountant or representative as the insurer will not pay any costs incurred without their prior agreement.
2. Your supporting documentation can be submitted to Peninsula by email or post using the details shown above.
3. If you have notified Peninsula of your claim by email, you will be sent a written acknowledgement within 48 hours and they will let you know if any more information is required.
4. Once all relevant information has been received your claim will be passed to Irwell Insurance Company Limited ("Irwell"). Irwell underwrite this insurance policy and their claims team will assess the availability of cover under the policy.
5. Once your claim assessment is completed Irwell will contact you either:
 - a) Confirming cover under the terms of your policy and advising you of next steps to progress your claim, or
 - b) If the claim is not covered, explaining in full the reasons why and advising how Peninsula's Litigation Department may be able to provide representation on an uninsured basis.
6. You can rest assured that your Irwell claims handler will be experienced in your specific type of claim and will understand any concerns you may have and be there to support you every step of the way.
7. When a representative is appointed, they will try to resolve your dispute or enquiry without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly, particularly if the other side is slow to co-operate or a legal timetable is decided by the Tribunal or Court.

DATA PROTECTION

Peninsula Business Services Limited is the Data Controller for any data you provide to us. We process, manage and store data in line with our legitimate interests, legal obligations and for the performance of our contract with our clients. We will use the data supplied to us for the arrangement of the Irwell insurance policy and other associated products. We will retain your contact details to send you or your company information about our similar products and services. You can unsubscribe at any time by contacting gdpr@peninsula-uk.com

For the provision of our products in some circumstances, we may need to obtain and process more sensitive personal information about individuals and your company. This may include processing data relating to any criminal convictions or civil offence data. We may also process other sensitive personal information known as 'Special Category Data' including details of your medical health records, race; ethnicity; religious or philosophical beliefs; political opinions; trade union membership; genetic or biometric data; or data concerning your sex life or sexual orientation if relevant to your policy or claim. We may be unable to provide services if the data we require is not fully disclosed. Any personally identifiable information provided during the agreement may be held and processed by us to facilitate administrative support and servicing. Any data supplied may also contribute towards any decisions we make relating to claims on the policy.

We may use the data records we hold to:

- a) Help make decisions on insurance proposals and insurance claims, for you and members of your household
- b) Trace debtors, recover debt, prevent fraud, and manage your insurance policies
- c) Perform identification and verification checks in line with anti-money laundering regulations subject to applicable government guidance

Data may be shared with loss adjusters, solicitors, reinsurers, or other service providers for servicing and claim assessment purposes. We may obtain information from credit reference agencies, fraud prevention agencies and other regulatory entities to check some applicants credit status and identity. These agencies will likely record any enquiries made by us, which may be subsequently viewed by other companies when meeting their own individual credit search criteria. If you provide false or inaccurate information this will be recorded, and any suspicious activity will be reported.

We process all data in the UK but where we need to disclose data to parties outside the European Economic Area (EEA) we will take reasonable steps to ensure the privacy of your data and will rely on an appropriate safeguard, for example, an Adequacy Decision or a Standard Contractual Clause; where appropriate.

Data processed by Peninsula Business Services Limited will not be retained for longer than is necessary and will be managed in accordance with our data retention policy. In most cases, the retention of data will be for a period of ten years following the expiry of the insurance contract or the closure of a claim; unless we are required to retain the data for a longer period due to a legal or regulatory requirement.

We have a Data Protection management system in place to oversee the effective and secure processing of all data we possess. Under Data Protection legislation, you can ask us for a copy of the data we hold, object to the processing of your data, have your data rectified, sent to a third party or have it erased (subject to our need to hold data or withhold data for legal reasons). If you wish to complain about how we have handled your data, you can contact us directly and we will investigate the matter.

The full privacy policy information for Irwell Insurance can be located here: <https://www.irwell.co.uk/privacy-policy>

The full privacy policy information for Peninsula Business Services Limited can be located here: <https://www.peninsulagrouplimited.com/privacypolicy>

If you have cause for concern or believe that we are processing your data incorrectly you can complain to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF Tel: 0303 123 1113.

The Information Commissioners Office, Wycliffe House, Water Lane, Wilmslow, SK9 5AF.

<https://ico.org.uk/>

COMPLAINTS PROCEDURE

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 write to:

Peninsula Business Services Limited
Client Experience Team
Victoria Place
Manchester
M4 4FB

Alternatively, email client.experience@peninsula-uk.com

If the matter is not concluded satisfactorily you should write to:

The Complaints Officer
Irwell Insurance Company Limited
2 Cheetham Hill Road
Manchester M4 4FB

Alternatively, email info@irwell.co.uk

If it is not possible to reach an agreement, you may have the right to make an appeal to the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange, London, E14 9SR.

www.financial-ombudsman.org.uk.

The above complaints procedure is in addition to your statutory rights.

COMPENSATION SCHEME

The Insurer is covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If the Insurer is unable to meet their obligations under this policy, you may be entitled to compensation from the Compensation Scheme.

TERMS AND CONDITIONS APPLICABLE TO SPECIFIC SECTIONS

SECTION 1

LEGAL COSTS AND EXPENSES INCURRED IN DISPUTES WITH EMPLOYEES

Insured Event:

A dispute with:

1. An Employee of **The Policyholder**, trade union or any other person or organisation who brings against **The Policyholder**:
 - 1.1. a complaint before an Employment Tribunal, Employment Appeal Tribunal (Rights Commissioner, Equality Service, Labour Court or Employment Appeal Tribunal in the Republic of Ireland or such equivalent Tribunal or body in the Channel Islands) or a claim in the High Court or County Court in relation to any contractual issue or statutory right; or
 - 1.2. criminal proceedings in relation to discrimination legislation.

Indemnity:

Professional Fees and Expenses incurred by **The Policyholder** in respect of **The Insured Event** in:

1. Defending civil or criminal proceedings.
2. Appealing or defending an appeal against judgment, conviction or sentence by the relevant Tribunal or Court.

Exclusions:

The Company shall not be liable for any claim for Indemnity in respect of, or arising from, or relating to:

1. Any dispute, unless **The Policyholder** has notified and sought advice promptly from **Peninsula** as soon as **The Insured Event** becomes known and before any action is taken and **The Policyholder** has followed the advice given, and also unless **The Policyholder** has continued to seek advice from **Peninsula** in respect of any developments relating to **The Insured Event** and has followed the advice given. This is a continuing obligation for each dispute requiring **The Policyholder** to take and follow advice at each stage until the conclusion of each dispute.
2. Circumstances in which **The Policyholder** has not at any time given full and detailed information and facts or has failed to disclose any material information or fact to enable **Peninsula** to give relevant and pertinent advice as required by the **Policy**.
3. Any dispute that **The Policyholder** was aware of that arose prior to inception of the **Policy**.
4. A claim against **The Policyholder** in respect of damages for personal injuries to the claimant and/or loss of or damage to his property.

SECTION 2

COMPENSATION AND DAMAGES FOR DISMISSAL AND/OR DISCRIMINATION OF EMPLOYEES**Insured Event:**

An **Employee of The Policyholder** who brings a complaint against **The Policyholder** at an Employment Tribunal arising out of the Trade Union & Labour Relations (Consolidated) Act 1992, the Employment Rights Act 1996, the Employment Relations Act 1999, the Employment Act 2002, the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Equality Act 2010, or arising out of the equivalent Acts and Orders in Northern Ireland.

Indemnity:

Basic awards (other than redundancy payments) and compensatory awards payable by **The Policyholder** to an **Employee of The Policyholder** determined by an Employment Tribunal (or recommended by a Rights Commissioner or Equality Officer or by arbitration).

1. Unfair Dismissal

Cover extends to awards for findings of unfair dismissal for a potentially fair reason for dismissal, these being conduct, capability (including competence) or qualifications, redundancy, statutory ban (contravention of a duty or restriction imposed under an enactment/illegality of employee's work) and some other substantial reason or grounds.

2. Unlawful Discrimination

Cover extends to awards for findings of unlawful discrimination on the grounds of race, colour, ethnic or national origin, religious belief and religion or belief, political opinion or affiliation, sex, marriage and civil partnership, pregnancy and maternity, sexual orientation, gender reassignment, disability, membership of a travelling community and age.

3. Economic Settlement

The settlement of any claim for Unfair Dismissal and or Unlawful Discrimination in circumstances where The Company shall consider it economically viable to do so having regard to the costs of attending either a Merits or Remedies Hearing and or for the purpose of minimising or reducing a payment of compensation .

Exclusions:

The Company shall not be liable for any claim for Indemnity in respect of, or arising from, or relating to:

1. Any dispute, incident or event unless **The Policyholder** has sought advice promptly from **Peninsula** as soon as **The Insured Event** becomes known and before any action is taken and **The Policyholder** has followed the advice given, and also unless **The Policyholder** has continued to seek advice from **Peninsula** in respect of any developments relating to **The Insured Event** and has followed the advice given. This is a continuing obligation for each dispute requiring **The Policyholder** to take and follow advice at each stage until the conclusion of each dispute.
2. If **The Policyholder** has not at any time given full and detailed information and facts or has failed to disclose any material information or fact to enable **Peninsula** to give relevant and pertinent advice as required by the Policy.
3. A dispute, event or claim that has not been notified to **The Company** within the **Period of Insurance** or where the event or claim was known to **The Policyholder** prior to inception of **The Policy**.
4. Arrears of contractual payments such as wages properly payable or redundancy pay or cases connected with the assertion of a statutory right, dismissal for health & safety reasons, breach of contract complaints, the Working Time Regulations, Public Interest Disclosure, Sunday working or substantially similar provisions provided in equivalent legislation in force in the Channel Islands. In addition, claims in respect of alleged dismissal for pursuing part time or fixed term proportional rights, time off for study or training, all other statutory time off rights, flexible working or dealing with dependants.
5. Any dismissal that is found to be automatically unfair, or that does not comply with the potentially fair reasons for dismissal as defined above, namely: conduct, capability (including competence) or qualifications, redundancy, statutory ban (contravention of a duty or restriction imposed under an enactment/illegality of employee's work) and some other substantial reason or grounds.
6. Any finding of dismissal or award of compensation or costs made by a Court or Tribunal in a claim or claims for direct discrimination pursuant to section 13 of the Equality Act 2010 or harassment pursuant to section 26 of the Equality Act 2010 or victimisation pursuant to section 27 of the Equality Act 2010.
7. The breach of a fixed-term contract by **The Policyholder**.
8. Protective awards under the Trade Union and Labour Relations (Consolidation) Act 1992 and protective awards under the Transfer of Undertaking (Protection of Employment) Regulations 2006.
9. Any additional award for non-compliance with a reinstatement or re-engagement order, or any increase in compensation resulting out of such non-compliance.
10. Interim relief or any awards for action short of dismissal.
11. Trade Union activities, Trade Union membership and non-membership.

SECTION 3

CRIMINAL PROCEEDINGS DEFENCE COVER - EMPLOYERS

Insured Event:

1. Any act or omission that leads to:
 - 1.1. The prosecution in a Court of Criminal Jurisdiction of **The Policyholder**.
 - 1.2. The serving of an Improvement Notice or Prohibition Order on **The Policyholder**, or any proceedings brought under Health and Safety legislation, the serving of an Enforcement, Deregistration (Transfer) Prohibition, Information Notice or Refusal/Withdrawal of Registration Notice under Data Protection legislation.

Indemnity:

Professional Fees and Expenses and, where applicable, opponent's costs incurred by **The Policyholder** in respect of The Insured Event in:

- 1.1. defending criminal proceedings; and/or 1.2. appealing or defending an appeal against:
 - 1.2.1. conviction, or sentence resulting from such proceedings,
 - 1.2.2. the imposition or terms of a notice specified in **The Insured Event** above.

Proviso:

The Territorial Limit in relation to proceedings under Health and Safety legislation will be limited to any place where the legislation applies.

Exclusions:

The Company shall not be liable for any claim for indemnity in respect of, arising from, or relating to:

1. Any prosecutions which are deliberately or intentionally solicited by **The Policyholder** or any **Employee of The Policyholder**;
2. Any offences or alleged offences involving dishonesty or intentional violence to another;
3. Any prosecutions or alleged prosecutions arising out of the use of a motor vehicle;
4. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by **The Policyholder** or any **Employee of the Policyholder**;
5. Any penalties or fines imposed by a Court; or
6. Any **Insured Event** under this section that was not notified to **The Company** within the **Period of Insurance** or which was known to **The Policyholder** prior to inception of **The Policy**.

SECTION 4

CRIMINAL AND CIVIL PROCEEDINGS DEFENCE COVER - EMPLOYEES

Insured Event:

1. Any act or omission or alleged act or omission of an **Employee of the Policyholder** arising out of or in the course of his/her employment with **The Policyholder** or as a trustee of a pension fund set up for the benefit of **The Policyholder's** employees which leads to:
 - 1.1 a prosecution in a Court of Criminal Jurisdiction;
 - 1.2 civil proceedings being taken against an **Employee of The Policyholder** for any act of sex or race discrimination, discrimination in relation to sexual orientation, gender, marital status, family status, religious belief, political opinion, disability, membership of travelling community, age, or any other form of discrimination;
 - 1.3 a claim for compensation for alleged breach of the Data Protection Act 1998 and any appeal against the issue of an Enforcement or Prohibition Notice;
 - 1.4 proceedings brought against an **Employee of the Policyholder** under Health and Safety legislation or an Enforcement, Deregistration (Transfer) Prohibition, Information Notice or a Refusal/Withdrawal of Registration Notice under Data Protection legislation; or
 - 1.5 civil proceedings being taken against the person firm or company insured under this **Policy** as a trustee of a pension fund.

Indemnity:

1. Professional Fees and Expenses incurred by an Employee of the Policyholder in respect of **The Insured Event** in:
 - 1.1. defending criminal and civil proceedings; and/or
 - 1.2. appealing or defending an appeal against:
 - 1.2.1. conviction, or sentence resulting from such proceedings,
 - 1.2.2. the imposition or terms of a notice specified in **The Insured Event** above.

Proviso:

The Territorial Limit in relation to proceedings under Health and Safety legislation will be limited to any place where the legislation applies.

Exclusions:

The Company shall not be liable for any claim for indemnity in respect of, arising from, or relating to:

1. Any prosecutions which are deliberately or intentionally solicited by an **Employee of The Policyholder**;
2. Any offences or alleged offences involving dishonesty or intentional violence to another;
3. Any prosecutions or alleged prosecutions arising out of the use of a motor vehicle;
4. Any prosecutions involving or alleging an offence or offences deliberately or intentionally committed by an **Employee of the Policyholder**;
5. Any penalties or fines imposed by a Court; or
6. Any **Insured Event** under this section that was not notified to **The Company** within the **Period of Insurance** or which was known to **The Policyholder** prior to inception of **The Policy**.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

The Company shall not be liable for any claim for Indemnity:

1. In respect of, arising from, or relating to:
 - 1.1 an **Insured Event** notified to **The Company** more than three calendar months after notification of proceedings have been received by **The Policyholder** or where the delay has caused the defence of **The Insured Event** to be weakened or where a hearing or notification whether by a Rights Commissioner, Equality Officer, Tribunal, Court, Arbitrator or otherwise has already occurred;
 - 1.2 fees, costs and disbursements incurred before receipt of a claim by **The Policyholder's Representative** and or which have not been authorised by **The Company** prior to such expense being incurred;
 - 1.3 fines, penalties, compensation or damages which The Policyholder is recommended to pay or ordered to pay by the relevant Rights Commissioner, Equality Officer, Court, Tribunal or Arbitrator except as covered by Section 2 of this **Policy**;
 - 1.4 any prosecution, contract, act or omission which arises from or relates to the ownership, hiring, use, or otherwise of a motor vehicle by **The Policyholder** or any other person insured under this **Policy**;
 - 1.5 any contract where the cause of action arose but was not notified to **The Company** within the **Period of Insurance** under the relevant Section of this **Policy** or any cause of action of which **The Policyholder** was aware of but did not disclose to **The Company** prior to inception of the **Policy**;
 - 1.6 prosecutions deliberately or intentionally solicited or committed by an **Employee of the Policyholder**; or
 - 1.7 a dispute with The Company not otherwise dealt with under general condition 5.
 - 1.8 claims directly or indirectly caused by or contributed to or arising from:
 - 1.8.1 ionising radiations or contamination by radioactivity from an irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - 1.8.2 the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
 - 1.9 claims which are a consequence of:
 - 1.9.1 war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power; or
 - 1.9.2 riot or civil commotion or malicious acts occurring elsewhere than in Great Britain.
2. Where **The Policyholder** or any other person insured under this Policy:
 - 2.1 fails to send to **Peninsula** as soon as practicable all and any Tribunal or other relevant proceedings papers and documents received by **The Policyholder**;
 - 2.2 fails to co-operate fully and promptly and/or give proper instructions in due time to the **Policyholder's Representative**;
 - 2.3 fails to seek approval from those handling the claim if they wish to dismiss or take action against a witness to the proceedings;
 - 2.4 fails to co-operate with those handling the claim to ensure its proper conduct;
 - 2.5 fails to provide all information and documentation required by the **Policyholder's Representative**, or fails to

- allow witnesses to be interviewed or appear at hearings to give truthful evidence;
- 2.6 is responsible for delay which in **The Company's** reasonable opinion is prejudicial to his/her case; or
- 2.7 is or would be, but for the existence of this **Policy**, entitled to insurance or indemnity under any other Policy or policies except in respect of any excess beyond the amount that would have been payable under the other **Policy** or policies had this insurance not been effected.
- 2.8 acts in a fraudulent or dishonest manner.
3. Where **The Policyholder** has failed to disclose to **The Company** any material fact which was known to **The Policyholder** at the time of making this contract with **The Company** (or any renewal thereof) or which would have been known to **The Policyholder** had **The Policyholder** made such inquiries as reasonableness or prudence requires. A fact is material if in the opinion of **The Company** it would have influenced the judgment of **The Company** in deciding whether to accept the risk and if so at what premium and on what conditions.
4. When **The Policyholder** is bankrupt, has committed an act of bankruptcy, has made an arrangement with its creditors, has entered into a Deed of Arrangement, is in liquidation or part or all of its affairs or property are in the care or control of an Administrative Receiver or Administrator.
5. Any professional fees, expenses or costs in circumstances where **The Insured Event** is covered by some other subscribing insurer.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS OF THE POLICY

1. Obligations of The Policyholder and any other person insured under this Policy

The due and proper observance of the terms, conditions and endorsements of this Policy by The Policyholder and any Employee of the Policyholder and any other person insured under this Policy insofar as they relate to anything to be done or complied with by him/her shall be a condition precedent to any liability of The Company.

2. Presentation of Claim

When presenting a claim under the Policy The Policyholder or other person insured under the Policy must give The Company full written details of The Insured Event and provide such proofs, supporting evidence and other information (at The Policyholder's expense) as The Company may require.

3. Representation

- 1.1 The Policyholder or any other person insured under this Policy may in any event request The Company to nominate a representative to act for him/her and The Company would do so if it considers it necessary in order to safeguard the interest of The Policyholder or any other person insured under this Policy.
- 1.2 A representative nominated to act for The Policyholder or any other person insured under this Policy shall be appointed by The Company in the name of and on behalf of The Policyholder or any other person insured under this Policy provided always that the costs of the said representative shall not be payable for any work undertaken prior to his appointment.

4. Control of Claim

- 4.1 **The Company** shall have direct access to the **Policyholder's Representative, The Policyholder**, or any other person insured under this Policy at all times, and **The Policyholder** shall co-operate fully with **The Company** in all respects and shall keep **The Company** fully and continually informed of all material developments in the

representation of proceedings. At **The Company's** request such aforementioned persons shall instruct the **Policyholder's Representative** to produce to **The Company** immediately, any documents, information or advice in his/her possession and further shall give him/her such other instructions in relation to the conduct of his/her claim as **The Company** may require.

- 4.2 Professional Fees and Expenses relating to an expert witness will only be covered by **The Company** if it has given prior written approval of the appointment of such witness.
- 4.3 Professional Fees and Expenses payable are to be in no way affected by any agreement, undertaking or promise made or given by **The Policyholder** to the **Policyholder's Representative** or by either of them to any witness or agent.
- 4.4 The Policyholder shall inform **The Company** immediately, in writing, of any proposed offer or payment into Court made with a view to settling the claim and;
 - 4.4.1 no agreement to settle which may result in a claim for Indemnity under this **Policy** is to be made without **The Company's** prior written approval.
- 4.5 At **The Company's** request **The Policyholder** or any other person insured under this **Policy** shall require the **Policyholder's Representative** to have the Professional Fees and Expenses or opponent's civil costs taxed, assessed or audited by the relevant authority.
- 4.6 If **The Policyholder**, or any other person insured under this **Policy**, withdraws their instructions from the **Policyholder's Representative** without the consent of **The Company** or if **The Policyholder** fails to co-operate fully under this **Policy**, then the liability of **The Company** under this **Policy** will cease forthwith unless in its absolute discretion it agrees to the appointment of another to continue the claim.
- 4.7. If **The Policyholder** or any other person insured under this **Policy** ceases to defend a claim without the prior agreement of **The Company**, then the Professional Fees and Expenses will become the responsibility of **The Policyholder**, and **The Company** will be entitled to be reimbursed by **The Policyholder** for any costs paid or incurred during the course of the claim including any Professional Fees and Expenses **The Company** considers it is obliged to pay on **The Policyholder** withdrawing from the claim.

5. Differences

If any difference or dispute arises between **The Company** and The Policyholder or any other person insured under this Policy, it shall be referred to and finally resolved by arbitration before a sole arbitrator in accordance with the Arbitration Acts as amended (save as the parties may expressly agree) and the President for the time being of AIDA Re-Insurance and Insurance Arbitration (UK) shall on the application of either party appoint the Arbitrator in default of agreement between the parties.

6. Payment of Costs

All accounts for Professional Fees and Expenses payable under this **Policy** shall be submitted to **The Company** at the end of each calendar month for all claims resolved in that particular calendar month.

7. Recovery

The Policyholder and any other person insured under this **Policy** shall, at **The Company's** expense, take every available step to recover from third parties their Professional Fees and Expenses payable under this **Policy** and such Professional Fees and Expenses must be paid to **The Company**.

8. Declarations

The Policyholder shall declare information to **The Company** in the form and at the intervals required by **The Company** and shall pay to **The Company** additional premium or receive a refund of premium from **The Company** as the case may be.

9. Legislation

Any reference to statutory rights or legislation within this **Policy** shall be deemed to include any Act or Statutory Instrument amending or replacing the same and shall include legislation in England, Wales, Scotland and Northern Ireland.

IRWELL INSURANCE COMPANY LIMITED

2 Cheetham Hill Road, Manchester M4 4FB

COMMERCIAL LEGAL PROTECTION POLICY SCHEDULE (The Schedule)

This Schedule is referred to in the Policy and is subject in all respects to the terms of the Policy

Policy No. Policyholder

Address

Period of Insurance from to Limit of Indemnity:

1. £ 200,000 per Insured Event relating to sections 1-4 or Insured Event linked by time and cause (except that a single claim under Section 2 of the Policy is limited as defined)
2. £2,000,000 in respect of all claims and prosecutions notified to and accepted by The Company during the Period of Insurance.

Operative Sections for the Policy

The sections of the policy reflect your agreement with Peninsula as follows:-

1. The Policyholder who has an agreement with Peninsula for Employment Services only is covered by Sections 1 and 2 of this Policy but not further or otherwise;
2. The Policyholder who has an agreement with Peninsula for Health and Safety Services only is covered by Sections 3 and 4 of this Policy but not further or otherwise;
3. The Policyholder who has an agreement with Peninsula for Combined Services of Employment Services and Health and Safety Services is covered by Sections 1-4 of this Policy;
4. The Policyholder who has an agreement with Peninsula for Advice and Insurance is covered by Section 1-4 of this Policy.

Total annual premium payable

Inclusive of IPT of

Signed on behalf of The Company