



Commerical Legal Expenses Insurance

Statement of Fact

This document is a summary of the information advised to the insurance broker or agent who provided this policy to you upon which the contract of insurance detailed would be arranged. This document is to be read in conjunction with the Policy Schedule and Policy Wording documents which set out the terms of your policy.

You should review this document carefully. Unless it has already been noted in writing, you should disclose to your insurance broker or agent who provided this policy to you immediately if:

- A. You are unable to agree to any of the Statements listed below; or
- B. You are aware of any other Material Facts that have not been disclosed. A Material Fact is one that would influence the insurer's assessment of this risk.

Fair Presentation of the Risk

Following the introduction of the Insurance Act, you have a duty to make a presentation of the risk when you first purchase this policy

and also at renewal, or when you request a change to your cover. You are required to ensure that any of the information you have provided and the content of any application form, declaration and/or statement of fact is accurate and complete. Failure to make a fair presentation of the risk including failing to disclose or misrepresent a material fact or disclosing material facts which is not clear may affect the validity of your policy and the extent to which the policy will react in the event of a claim. If you are in any doubt as to whether information is material, it should be disclosed.

Assumptions

- Neither you, including any owner, director, partner or any other person responsible for managing the business in any business capacity have had a proposal for insurance declined or cancelled, a policy voided, withdrawn or suspended or special conditions imposed by any insurer;
- You, including any owner, director, partner or any other person responsible for managing the business either personally or in any business capacity been declared bankrupt or insolvent or been the subject of bankruptcy proceedings or insolvency proceedings in the UK, Channel Islands, Isle of Man or the equivalent in any other country;
- You, including any owner, director, partner or any other person responsible for managing the business either personally or in any business capacity been the owner or director of, or partner in any business, company or partnership which went into administration, administration receivership or liquidation and/or was the subject of any company and/or individual voluntary arrangement with creditors, a winding up order or administration order;
- You, including any owner, director, partner or any other person responsible for managing the business either personally or in any business capacity been the subject of a County Court Judgement (CCJ);
- You, including any owner, director, partner or any other person responsible for managing the business either personally or in any business capacity been convicted of, or charged (but not yet tried), with any criminal offences involving dishonesty, arson, theft or causing wilful damage.



Commerical Legal Expenses Insurance

Statement of Fact

General Details

• You do not carry out any of the following trades:

- ☐ Amusement arcade;
- ☐ Bingo halls;
- ☐ Discos/nightclubs;
- ☐ Educational establishments;
- ☐ Employment/Recruitment agencies;
- ☐ Fairs & parks;
- ☐ Insurance brokers;
- ☐ Rag merchants;
- ☐ Solicitors;
- ☐ Sporting clubs; or
- ☐ Waste disposal contractors;

• You have not made any previous claim (whether accepted or not) under this type of insurance, or if equivalent cover has not previously been in force, you are not aware of any circumstances which would otherwise give rise to a claim under the type of insurance being proposed.

Limit of Indemnity

The maximum liability of the Insurer under this policy is limited to £100,000 any one claim and £1,000,000 in the aggregate for all claims notified during the Period of Insurance. ET3 Cover will cover up to £2,500 any one claim. Attendance Expenses will cover up to £100 per person, per day up to a maximum of £1,000 any one claim.

Excess

In respect of each of Legal Expenses and/or Professional Expenses and/or Awards of Compensation incurred in respect of any one claim, the excess under this policy is £0.00.

Territorial Limits

United Kingdom of Great Britain and Northern Ireland, including the Channel Islands and the Isle of Man.

Regulatory Information

This Policy has been arranged by Vantage Protect Ltd and is administered by ARAG plc who is a coverholder of the Insurer, ARAG Allgemeine Versicherungs-AG Branch UK.

Rhino Protect Ltd is registered in England number 06012736. Registered address: Windsor House, Troon Way Business Centre, Humberstone Lane, Thurmaston, Leicestershire, LE4 9HA.

Rhino Protect Ltd is authorised and regulated by the Financial Conduct Authority firm registration number 772055. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG Allgemeine Versicherungs- AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744