



Changes to your **Essential Business Legal Policy**

Important notice to Policyholders

We are writing to inform you of some important changes to your Essential Business Legal policy. These changes are part of our ongoing efforts to ensure that our policies remain at the forefront of the market and continue to offer relevant and comprehensive coverage.

The changes to your Essential Business Legal policy will take place (should you wish to renew) at your next renewal date.

We have detailed the changes to your Essential Business Legal policy coverage below.

Important changes to your policy

Section of cover	What is changing	New wording
Helplines	The Redundancy assistance helpline has been removed.	N/A
What happens if the insurer cannot meet its liabilities?	A contact telephone number for the Financial Services Compensation Scheme (FSCS) has been added.	The insurer is covered by the Financial Services Compensation Scheme (FSCS). The insured may be entitled to compensation of up to 90% of the cost of their claim in the unlikely event that we cannot meet our obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by calling them on 0800 678 1100 .

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 and Wales. 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.

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Section of cover	What is changing	New wording
Privacy Notice	The Privacy Notice has been streamlined, and a postal address has been included as a contact option. The complete notice can be accessed on the website through the link provided.	When you purchase and use an ARAG product we will process personal information about you and anyone else whose details are given to us to provide you with a service or a claim. We process your personal information in accordance with our Privacy Notice. You can find our Privacy Notice online at www.arag.co.uk/data-legal/privacy-notice/. Alternatively you can make a request for a printed copy to be sent to you by emailing dataprotection@arag.co.uk or in writing at: Data Protection Officer ARAG UK Unit 4a Greenway Court Bedwas Caerphilly CF83 8DW
Your policy cover	The cyber statement has been removed for clarity; this change does not alter your policy cover.	N/A

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What is not covered by this policy (applicable to the whole policy)	"Breaches of international sanctions" has been removed from point e) as we have the dedicated sanctions exclusion under point 11) f) below. Exclusion 3) has also been updated to exclude antitrust and competition law.	3) an allegation against the insured 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, fraud, or any other financial crime activities f) antitrust or competition law and/or regulation except in relation to Insured event 13) Crisis communication

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What is not covered by this policy (applicable to the whole policy)	Point c) has been extended to exclude riot and civil commotion. The sanctions exclusion under point f) has also been updated.	11) a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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, riot or civil commotion d) pressure waves from aircraft 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, preventing or suppressing terrorist action f) a dispute where providing cover, payment of any claim or the provision of any benefit under this policy would breach any international resolutions or any laws or regulations on sanctions (including but not limited to any financial and trade sanctions, export controls, anti-money laundering and anti-boycott laws) or would expose the insurer or any of their affiliated group of companies to any sanction, prohibition or restriction under such resolutions, laws or regulations

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Policy condition: Arbitration	The name of this condition has been amended and additional information has been added about the arbitration process.	6. Dispute resolution If there is a disagreement about the handling of a claim and it is not resolved through our internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from www.financialombudsman.org.uk) Alternatively, there is a separate arbitration process available that can be used to settle any dispute with us. Any arbitration will be governed by English law, the seat of the arbitration will be England, and the Chartered Institute of Arbitrators (Ciarb) Arbitration Rules will apply. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, the party wanting the arbitration will ask the Ciarb to decide. The insurer will pay 50% of any upfront arbitrator costs provided these are incurred with our expressed consent. The other party to the arbitration will pay the remaining 50%. Payment of any upfront arbitrator costs by the insurer is subject to any final decision by the arbitrator on costs. For example, the arbitrator may decide that costs may be split between the parties or one party may pay all the costs.

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Policy condition: Acts of parliament, statutory instruments, civil procedure rules & jurisdiction	The existing policy condition has been separated into two individual conditions, with minor updates applied to both. These have been separated to make them clearer and easier to understand.	10. Law that applies This policy is governed by English law and the parties agree to the exclusive jurisdiction of the English courts for any dispute (including non-contractual disputes) arising from or connected to this policy. 11. Acts of parliament All legal instruments, bodies and rules referred to within the Insured events shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement.
Policy condition: Contracts (Rights of Third Parties) Act 1999	This condition has been updated to clarify that only the policyholder (and us) may enforce the terms of the policy.	12. Contracts (Rights of Third Parties) Act 1999 Apart from us, only the policyholder shown in the policy schedule 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.
How we handle complaints	The complaints telephone number has been updated.	0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).

These changes will come into effect from your next policy renewal date. We kindly request you review your policy wording upon receiving the new version to familiarise yourself with your updated coverage.

Find out more

If you have any questions about the changes to your policy wording, please contact your insurance adviser.

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