

PROXIMO

FAMILY LEGAL SOLUTIONS

POLICY DOCUMENT



CALL ON **0117 917 1698** FOR ASSISTANCE

Family Legal Solutions Policy Document

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the

- Legal and tax helpline and
- Consumer Legal Services website
- The claim reporting procedures

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

OBTAIN A CLAIM FORM

To ask for a claim form call Us on **0117 917 1698** between 9am and 5pm weekdays (except bank holidays) or go online at www.arag.co.uk/newclaims

CONSUMER LEGAL SERVICES

Access to an online service for downloading legal documents, letters and formal notices, such as:

- wills
- consumer dispute letters
- landlord notices.

Please note there may be a small charge for some documents.

Register today at: www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with consumer legal matters.

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 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 & TAX ADVICE

You also have access to:

- Legal advice line – 24 hours a day, 365 days a year providing advice on personal legal matters within UK and EU law.
- Tax advice line – open 9am-5pm, Monday to Friday (except bank holidays) to answer your personal tax queries subject to UK laws.
- Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters.
- Services are subject to fair and reasonable use.

To get advice telephone 0344 571 7976

Use of this service does not constitute reporting of a claim.

IDENTITY THEFT HELPLINE & RESOLUTION SERVICE

This helpline provides advice to help you keep your identity secure. If you suspect you are a victim of identity theft, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties.

This service is available from 8am to 8pm seven days a week **0333 000 2083**.

Counselling assistance

Our qualified counsellors will provide free confidential support and advice by phone to you or your family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem.

To get counselling telephone **0333 000 2082**.

MAIN BENEFITS OF FAMILY LEGAL SOLUTIONS

Cover empowers you to protect your legal rights in the future. With support from ARAG you and your family could be protected from legal costs arising from:

- employment disputes, such as unfair dismissal or redundancy claims
- disputes over the purchase of goods and services or private sale of goods
- disputes with your neighbor
- pursuing a claim for injury or death against the person or organisation at fault
- a formal enquiry into your personal tax affairs
- identity theft
- defending a prosecution that arises from a road traffic or work-related offence.

WHO IS ARAG?

Our UK operation provides a nationwide service from our Bristol Head Office. We are part of ARAG SE, a global leader in legal expenses insurance which generates annual premium income in excess of €1.5 billion.

It has always been our vision to enable everyone, not just those that can afford it, to assert their legal rights. With this aim in mind we provide innovative and affordable products to both companies and individuals.

We are committed to providing our customers with legal advice and representation throughout a legal problem. We recognise that we will only grow by ensuring that we provide excellent products and an outstanding service to our customers.

CLAIMS PROCEDURE

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

1. Under no circumstances should you instruct your own solicitor or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can download a claim form at www.arag.co.uk/newclaims or you can request one by telephoning Us on **0117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. Your completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. We will send you a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - a) confirming cover under the terms of your policy and advising you of the next steps to progress your claim; or
 - b) if the claim is not covered, explaining in full the reason why and advising whether we can assist in another way.
5. When a representative is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always 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, on behalf of the insurer, collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

The insurer's full privacy notice may be found at the following link:
<https://www.hdi-specialty.com/int/en/legals/privacy>

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 the General Data Protection Regulations. 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.

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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). The insured 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

FAMILY LEGAL SOLUTIONS

This policy is evidence of the contract between You 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 the Insured's Legal Costs & Expenses up to the Limit of Indemnity, (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

- 1) You have paid the insurance premium.
- 2) The Insured keeps to the terms of this policy and cooperates fully with Us.
- 3) The Insured Event happens within the Territorial Limit.
- 4) The claim
 - a) always has Reasonable Prospects of Success and
 - b) is reported to Us
 - i) during the Period of Insurance
 - ii) as soon as the Insured first becomes aware of circumstances which could give rise to a claim.
- 5) the Insured always agrees to use the Appointed Advisor nominated by Us in any claim before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with Us.

A claim is considered to be reported to Us when We have received the Insured's fully completed claim form.

INSURED EVENTS COVERED

1 Employment

A dispute with the Insured's current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance 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.

The Insured is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

What is not covered under Insured Event 1

Any claim arising from or relating to:

1. a dispute relating solely to personal injury
2. defending the Insured other than defending an appeal
3. Legal Costs & Expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal
4. an Insured's employer's or ex-employer's pension scheme
5. a compromise or settlement agreement between the Insured and their employer unless such agreement arises from an ongoing claim under the policy.

2 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the Insured for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling Your main home
- d) renting Your main home as a tenant
- e) the occupation of Your main home under a lease.

What is not covered under Insured Event 2

Any claim arising from or relating to:

1. a dispute with a tenant or leasee where the Insured is the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products savings or investments
3. the Insured's business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
 - a) exceeds; or
 - b) is ancillary to another contract that exceeds; £10,000 in value including VAT
7. a dispute with any party other than the party with whom the Insured has entered into an agreement or alleged agreement with.

3 Property

A dispute relating to visible property which the Insured owns following

- a) an event which causes physical damage to the Insured's property including Your main home
- b) a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.

What is not covered under Insured Event 3

1. The first £250 of any claim under Insured event 3b). This is payable by the Insured as soon as We accept the claim.
2. Any claim arising from or relating to:
 - a) a contract entered into by an Insured
 - b) any building or land other than Your main home
 - c) a motor vehicle
 - d) the compulsory purchase of, or restrictions or controls placed on Your property by any government, local or public authority

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- e) defending any dispute under 3 a) other than defending a counter claim or an appeal
- f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4 Personal injury

A sudden event causing the Insured personal injury or death.

What is not covered under Insured Event 4

Any claim arising from or relating to:

1. a condition, illness or disease which develops gradually over time
2. mental injury, nervous shock, depression or psychological symptoms where the Insured has not sustained physical injury to their body
3. defending any claim other than an appeal

5 Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

What is not covered under Insured event 5

1. Any claim arising from or relating to a contract dispute.
2. Defending any claim other than an appeal.

6 Tax

A formal enquiry into the Insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted

What is not insured under Insured Event 6

Any claim arising from or relating to

1. tax returns where HM Revenue & Customs impose a penalty or which contain careless and/ or deliberate misstatements
2. a business or venture for gain of the Insured
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured's financial arrangements
4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
5. an investigation by the Fraud Investigation Service of HM Revenue & Customs.

7 Legal defence

a) Work

An alleged act or omission of the Insured that arises from their work as an employee and results in:

- (i) the Insured being interviewed by the police or others with the power to prosecute
- (ii) a prosecution being brought against the Insured in a court of criminal jurisdiction
- (iii) civil proceedings brought against the Insured under unfair discrimination laws.

b) Motor

A motoring prosecution being brought against the Insured

c) Other

A formal investigation or disciplinary hearing brought against the Insured by a professional or regulatory body.

What is not insured under Insured Event 7

Any claim arising from or relating to

1. Owning a vehicle or driving without motor insurance or a valid driving licence
2. a parking offence.

8 Loss of earnings

The Insured's absence from work to attend court, tribunal, arbitration 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 8

1. Loss of earnings in excess of £1,000.
2. Any sum which can be recovered from the court or tribunal

9 Identity theft

A dispute arising from the use of the Insured's personal information without their permission in order to commit fraud or other crimes provided the Insured contacts Our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is not covered under Insured Event 9

The Insurer will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

WHAT IS NOT COVERED BY THIS POLICY

The Insured is not covered for any claim arising from or relating to:

1. Legal Costs & Expenses incurred without Our consent
2. any actual or alleged act, omission or dispute happening before, or existing at the start of the policy, and which the insured believed or ought reasonably to have believed could lead to a claim
3. an amount below £100
4. an allegation against the Insured involving:
 - a) assault, violence, dishonesty, malicious falsehood or defamation
 - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - c) illegal immigration
 - d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute with Your family members
6. an Insured's deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence except as provided for in Insured event 5 Clinical negligence
9. a dispute with Us not dealt with under Condition 6, or the Insurer or the company that sold this policy
10. 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 was 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, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured;
11. A group Litigation order
12. the payment of fines, penalties or compensation awarded against the Insured.

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the Insurer to cancel Your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur.

1. The Insured's Responsibilities

An Insured must

- a) tell Us immediately of anything that may make it more costly or difficult for the Appointed Advisor to resolve the claim in the Insured'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) keep Legal Costs & Expenses as low as possible
- e) allow the Insurer at any time to take over and conduct in the Insured's name, any claim.

2. Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and we shall choose the Appointed Advisor.
- b) The Insured may choose an Appointed Advisor if:
 - i) We agree to start proceedings or proceedings are issued against an Insured, or
 - ii) There is a conflict of interest
- c) Where the Insured wishes to exercise the right to choose, the Insured must write to Us with their preferred representative's contact details. Where the Insured chooses to use their preferred representative, the Insurer will not pay more than We agree to pay a solicitor from Our panel. (Our panel solicitor firms are chosen with care and We agree special terms with them which may be less than the rates available from other firms.)
- d) If the Insured 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 an Insured, cover will end immediately.
- e) In respect of a claim under Insured Event 1 Employment, 2 Contract, 4 Personal injury or 5 Clinical negligence, the Insured must enter into a Conditional Fee Agreement or the Appointed Advisor must enter into a Collective Conditional Fee Agreement, where legally permitted.

3. Consent

- a) The Insured must agree to Us having sight of the Appointed Advisor's file relating to the Insured's claim. The Insured is considered to have provided consent to Us or Our appointed agent to have sight of their file for auditing and quality control purposes.
- b) An Insured must have Your agreement to claim under this policy.

4. Settlement

- a) The Insurer has the right to settle the claim by paying the reasonable value of the Insured's claim.
- b) The Insured must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses without Our written agreement.
- c) If the Insured refuses to settle the claim following advice to do so from the Appointed Advisor, the Insurer may refuse to pay further Legal Costs & Expenses.
- d) The Insured must settle Communication Costs arising from Insured event 9 Identity theft in the first instance and make a receipted claim to Us for reimbursement.

5. Barrister's Opinion

We may require the Insured 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 Insured, 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 Insured and Us. This does not affect the Insured's right under Condition 6.

6. Disputes

If any dispute between the Insured and Us arises from this policy, the Insured 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 Insured's concerns the Insured can ask the Financial Ombudsman Service to arbitrate over the complaint.

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 an Insured makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
- b) An Insured shall at all times be entirely truthful 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
 - j) prejudiced any part the outcome of the Insured's claim the Insurer shall have no liability for Legal Costs & Expenses.

9. Cancellation

- a) You may cancel the policy within 14 days of the date of purchase of this policy with a full refund of the premium paid provided that an Insured has not made a claim which has been accepted.
- b) You may cancel this policy at any time by giving at least 21 days' written notice to Us. The Insurer will refund the premium for the remaining Period of Insurance unless the Insured has notified a claim which has been or is subsequently accepted under this Policy in which case no return of premium shall be allowed.
- c) Where there is a valid reason to do so, the Insurer may cancel the policy at any time by giving at least 21 days' written notice to You. The Insurer will refund the premium for the remaining 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 cooperate 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 party claiming under this policy uses threatening or abusive behaviour or language, or intimidates or bullies Our staff or suppliers
 - iii) where We reasonably suspect fraud.The Insurer also reserves the right to withdraw from any claim in the circumstances noted in 9 c).

10. Acts of Parliament & 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 party to 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.

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Appointed Advisor

The solicitor, accountant, or other advisor appointed by Us to act on behalf of the Insured.

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 100% "no-win no-fee"

Conditional Fee Agreement

A legally enforceable agreement between the Insured and the Appointed Advisor for paying their professional fees on the basis of 100% "no-win no-fee".

Communication Costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the Insured has taken advice from Our Identity Theft Advice and Resolution Service.

Insured

You, Your partner and relatives permanently living with You in Your main home in the UK. (The Insurer will cover Your children temporarily away from home for the purposes of higher education.)

Insurer

HDI Global Specialty SE (commercial register number: HRB 211924), (FRN: 659331).

Legal Costs & Expenses

1. Reasonable legal costs, fees 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. In civil claims, other side's costs, fees and disbursements where the Insured has been ordered to pay them or pays them with Our agreement.
3. Reasonable accountancy fees reasonably incurred under Insured event 6 Tax by the Appointed Advisor and agreed by Us in Advance.
4. The Insured's basic wages or salary under Insured event 8 Loss of earnings while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service.
5. The Insured's Communication Costs.

Limit of Indemnity

£50,000 which is the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in the Schedule to which this Policy attaches

Reasonable Prospects of Success

1. Other than as set out in 2. and 3. below, a greater than 50% chance of the Insured successfully pursuing or defending the claim and, if the Insured is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the Insured
 - a) pleads guilty, a greater than 50% chance of 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 Insured being successful. Where it has been determined that Reasonable prospects of success as set out in 1., 2. and 3. above do not exist, the Insured shall

be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial Limit

For Insured Events 2 Contract and 4 Personal Injury: the United Kingdom, Channel Islands, Isle of Man and countries in the European Union, Norway and Switzerland. 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, HDI Global Specialty SE.

You/Your

The person(s) named in the Schedule to which this policy attaches.

HOW WE HANDLE 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 who will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

Telephone: **0117 917 1561** (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays, for our mutual protection and training purposes, calls may be recorded)

Email: **customerrelations@arag.co.uk**

Post: ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Step 2

If We are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Telephone: **0800 023 4567** or **0300 123 9123**

Email: **complaint.info@financial-ombudsman.org.uk**

Post: 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 you are free to reject it without affecting your legal rights.

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

ARAG plc is authorised to administer this insurance on behalf of the insurer HDI Global Specialty SE. Registered address: Roderbruchstraße 26, 30655 Hannover, Germany.

HDI Global Specialty SE is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website. (FRN: 695331).



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