



Business Legal Guard

Policy Wording

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To make a claim, call 0845 122 8930
Please save this number to your mobile phone





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Business Legal Guard

This Policy and Schedule shall be read together as one contract.

The **Insured** has applied to the **Company** for this insurance by a proposal form and declaration or statement of fact, which shall be the basis of and incorporated in this contract, and in consideration of which a premium has been or will be paid.

As part of this contract the **Company** will provide insurance by any Section or Extension of this Policy made operative as shown on the Schedule for each period of insurance for which payment of premium has been accepted, subject to the terms, Conditions and Exclusions shown within the Policy and Schedule.

The Policy has been signed for and on behalf of Ageas Insurance Limited (the **Company**).



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited

This Policy forms part of the contract with the **Company** and must be kept safe with all Schedules and Endorsements.

Please read the Policy including the Schedule and Endorsements carefully to ensure it meets your requirements. If it does not, please contact your insurance agent immediately.

Definitions

(Applicable to the whole Policy unless otherwise stated)

The following words or expressions shall carry the meaning shown below whenever they appear in **bold** in the Policy, Schedule, Endorsements and the proposal form or statement of fact. Wherever the defined words are shown in the plural they take the same meaning as shown below, in plural.

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **Us** to act on behalf of the **Insured** or an **Insured Person** under the terms of the Policy.

Company

Ageas Insurance Limited.

Consequential Loss

Any loss that is indirectly caused as a result of damage.

Excess

The amount or amounts shown in the Policy or on the Schedule which **We** will deduct from each and every claim.

Insured

The person, persons or company named in the Schedule as 'The **Insured**' and includes subsidiary companies notified to and agreed as accepted by the **Company**.

Insured Person

- a The **Insured** and the **Insured's** directors, partners, managers, officers and employees.
- b The estate, heirs, legal representatives or assignees of any persons mentioned in (a) if that person dies.
- c A person declared to the **Company** who is contracted to perform work for the **Insured** who is in all other respects included by the **Insured** on the same basis as the **Insured's** other employees and who performs work under the **Insured's** supervision.

Legal Costs & Expenses

- a For all claims other than as provided for in (b) below:
 - i reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the **Standard Basis** and agreed in advance by **Us**
 - ii reasonable accountancy fees, disbursements and other costs reasonably incurred by the **Appointed Advisor** and agreed in advance by **Us**
 - iii other side's costs incurred in civil claims where the **Insured Person** has been ordered to pay them or pays them with **Our** agreement.

- b The **Insured Person's** loss of earnings while absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service.

Property

Material property.

Reasonable Prospects of Success

In civil proceedings and criminal prosecution claims (except where the **Insured Person** pleads guilty), the **Insured Person** must have a greater than 50% chance of successfully pursuing or defending their claim. If the **Insured Person** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained. In criminal prosecution claims where the **Insured Person** pleads guilty, the **Insured Person** must have a greater than 50% chance of successfully mitigating their sentence or fine. In tax claims, any dispute or appeal the **Insured Person** must have a greater than 50% chance of being successful.

Small Claims Court

A court in:

- a England and Wales that hears a claim falling under the Small Claims Track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999
- b Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002
- c Northern Ireland where the sum in dispute is less than £3,000.

Standard Basis

The basis of assessment of costs where the court only allows recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Territorial Limit

- a For Compliance & Regulation and Contract & Debt Recovery claims: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
- b For all other claims: the United Kingdom, Channel Islands and the Isle of Man.

We/Us/Our

The **Company**, B4 Claims Limited or any of their appointed agents.

Cover

For this insurance and any Extension of this Policy made operative in the Schedule, the **Company** will pay the **Insured Person's Legal Costs & Expenses** (and Compensation Awards) up to the limit of indemnity that is stated on the Schedule for all claims related by time or original cause including the cost of appeals provided that:

- a the claim (unless otherwise stated) arises in connection with the **Insured's** business shown in the Schedule and occurs within the **Territorial Limit**
- b the claim:
 - i always has, in the opinion of the **Appointed Advisor, Reasonable Prospects of Success**
 - ii is reported to **Us**
 - during the period of insurance
 - immediately after the **Insured Person** becomes aware of circumstances which could give rise to a claim under this Policy
- c unless there is a conflict of interest, the **Insured Person** always agrees to use the **Appointed Advisor** nominated by **Us** in any claim:
 - i falling under the jurisdiction of an Employment Tribunal or the **Small Claims Court**, and/or
 - ii prior to the issue of legal proceedings
- d any proceedings or hearings are dealt with by a court, tribunal or other body that **We** agree to in the **Territorial Limit**
- e in respect of claims for Employment Compensation Awards the most the **Company** shall pay during the same period of insurance shall be £1,000,000.

Cover applies in respect of the following events.

1 Employment

Defending the **Insured** in an employment dispute with an employee, ex-employee, prospective employee or trade union acting on their behalf, arising from a breach or an alleged breach of their:

- a contract of service with the **Insured** and/or
- b statutory rights under employment laws.

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out by the:

- a Advisory Conciliation and Arbitration Service in the ACAS code of practice on 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 completed.

The **Company** will not cover the **Insured** for any claim:

- a for redundancy or alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this Policy, except where the **Insured** has had equivalent cover in force up until the start of this Policy
- b arising from or relating to any transfer of business which falls under the scope of the Transfer of Undertakings (Protection of Employment) Regulations 2006
- c for **Legal Costs & Expenses** in respect of an internal disciplinary hearing or grievance.

2 Employment Compensation Awards

Following a claim **We** have accepted under Cover 1

Employment the **Company** will pay any:

- a basic and compensatory award made against the **Insured** by a tribunal
- b amount agreed by **Us** in settlement of a dispute provided that:
 - i **Reasonable Prospects of Success** exist for a wholly successful defence throughout
 - ii in respect of any compensation payable for redundancy, alleged redundancy or unfair selection for redundancy the **Insured** has sought and followed advice from **Us** or **Our** agent throughout including before serving notice of redundancy
 - iii the compensation is awarded by a tribunal or through the ACAS Arbitration Scheme, under a judgment made after full argument other than by consent or default, or is payable under a settlement approved in writing by **Us**.

The **Company** will not cover Compensation Awards relating to:

- a trade union activities, membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Council
- b money due to an employee under a contract of employment or a statutory provision relating thereto
- c the **Insured's** failure to comply with a reinstatement or re-engagement order
- d a breach of the National Minimum Wage Act 1998
- e civil claims or statutory rights relating to trustees of occupational pension schemes.

3 Tax Protection

- a A formal aspect or full enquiry into the **Insured's** business' tax affairs.
- b An appeal following an assessment by HM Revenue & Customs relating to Value Added Tax.

Cover - continued

- c A dispute about the **Insured's** compliance with regulations relating to:
 - i Pay As You Earn, or
 - ii Social Security, or
 - iii National Insurance Contributionsfollowing a review by HM Revenue & Customs.
- d A formal aspect or full enquiry into the personal tax affairs of the **Insured's** directors and/or partners.

Provided that:

- i all returns are completed and have been submitted within the legal timescales permitted
- ii for an aspect enquiry, the **Insured** is responsible for an **Excess** of £200.

The **Company** will not cover any claim arising from or relating to:

- a an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue & Customs
- b an investigation under the Civil Investigation of Fraud procedure
- c a tax avoidance scheme
- d tax returns or accounts where HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements or where the **Insured** falls below the standard of a reasonably prudent businessman in keeping books and records
- e failure to register for VAT.

4 Property

A dispute relating to **Property** which is owned by the **Insured** or is the **Insured's** responsibility:

- a following an event which causes physical damage to the **Insured's Property**
- b following a public or private nuisance or trespass
- c which the **Insured** wishes to recover or repossess from an employee or ex-employee.

The **Company** will not cover any claim arising from or relating to:

- a a contract between the **Insured** and the third party except for a claim under Cover 4(c) above
- b defending any claim brought against the **Insured** unless defending a counter-claim
- c any claim involving a motor vehicle whilst at the **Insured's** premises
- d goods in transit or goods lent or hired out
- e the compulsory purchase of, or restrictions or controls placed on the **Insured's Property** by any government, local or public authority.

5 Compliance & Regulation

- a Defending the **Insured Person** when dealing with the police or Health & Safety Executive prior to the **Insured Person** being charged.
- b Defending the **Insured Person** following an event other than a parking offence leading to the **Insured Person** being prosecuted in a court of criminal jurisdiction.

- c Representing the **Insured** following a notice by the relevant authority to alter, suspend, revoke or refuse to renew the **Insured's** statutory licence.
- d Appealing against the terms of a Statutory Notice served against the **Insured**.
- e Representing the **Insured Person** at a formal investigation or disciplinary hearing by any trade association, professional or regulatory body.
- f Defending the **Insured** in a civil action alleging wrongful arrest arising from an allegation of theft.
- g Defending the **Insured** in a civil action for compensation under Section 13 of the Data Protection Act 1998 including compensation awarded against the **Insured** provided that the **Insured** is registered with the Information Commissioner; and appealing against a decision of the Information Commissioner to reject the **Insured's** application to register as a Data Controller.
- h The **Insured Person's** loss of earnings incurred when the **Insured Person** is absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service.
The **Company** shall not be liable for more than £5,000 after taking into account earnings that are recoverable from the court or tribunal.

6 Employees' Extra Protection

At the **Insured's** request:

- a defending an employee in civil proceedings under unlawful discrimination laws on the grounds of sex, race, disability, sexual orientation, age, religious belief or political opinion
- b defending an employee as a trustee of a pension fund set up for the benefit of the **Insured's** employees
- c pursuing a claim following an event causing an **Insured Person** or member of their family, death or bodily injury.

7 Contract & Debt Recovery

A breach or alleged breach of an agreement or alleged agreement which has been entered into by the **Insured** or on the **Insured's** behalf relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services

provided that:

- i the amount in dispute exceeds £200
- ii if the amount in dispute exceeds £5,000 the **Insured** is responsible for an **Excess** of £500
- iii for an undisputed debt claim the **Insured** must notify **Us** within 90 days of the money becoming due and payable, and have exhausted their normal credit control procedures.

The **Company** will not cover the **Insured** for any claim arising from or relating to:

- a computer software or systems which have been tailored to the **Insured's** requirements
- b the sale or provision of computer hardware, software, systems or services by the **Insured**
- c the letting, leasing or licensing of land or buildings where the **Insured** acts as the landlord

- d the sale or purchase of any land or buildings
- e loans, mortgages, endowments, pensions or any other financial product
- f the settlement payable under an insurance policy
- g any claim that would be covered under Cover 1 Employment
- h a breach or alleged breach of an **Insured Person's** professional duty.

Extensions of Cover

(These Extensions of Cover are only operative where shown as being operative in the Policy Schedule)

The General Definitions, Exclusions and Conditions in this Policy also apply to these Extensions of Cover as well as the specific Definitions, Exclusions and Conditions as stated below.

Landlord's Legal Guard

Definitions that apply to this extension

Legal Costs & Expenses

Shall be extended to include Accommodation Costs under Cover 5 Accommodation Costs.

Rented Property

The residential property shown in the Schedule which is located in England, Wales, Scotland or Northern Ireland and which **You** let out or intend to let out under a tenancy agreement of a type specified in this Extension.

You/Your/Insured Person

The owner of the **Rented Property** who is named in the Schedule and/or any person or business appointed as their agent to manage the letting of the **Rented Property**.

Cover

For this Extension the **Company** will pay **Your Legal Costs & Expenses** up to £50,000 for all claims related by time or original cause including the cost of appeals provided that:

- a the claim arises in connection with **Your Rented Property**
- b **Your** claim is reported to **Us** during the period of insurance and within 60 days of **You** first becoming aware of circumstances which could give rise to a claim under this Extension.

Cover applies in respect of the following events.

1 Property damage, nuisance and trespass

- a An event which causes physical damage to **Your Rented Property** and/or anything owned by **You** at **Your Rented Property**.
- b A public or private nuisance or a trespass relating to **Your Rented Property**.

The **Company** will not cover **You** for any claim for:

- a damage to **Your Rented Property** that arises from or relates to a contractual agreement other than a tenancy agreement
- b an **Excess** of £250 applicable to claims under Cover 1(b) except where **You** bring a claim against a person who is living at **Your Rented Property** without **Your** permission.

We will ask **You** to pay any **Excess** that applies when **We** accept **Your** claim

- c trespass by **Your** tenant or ex-tenant.

2 Repossession

2.1 Cover for tenancies under the Housing Acts for England, Wales and Scotland

Pursuit of **Your** legal rights to repossess **Rented Property** that **You** have let under:

- a an assured shorthold tenancy
- b a shorthold tenancy
- c an assured tenancy

as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act providing **You**:

- a give **Your** tenant the correct notices for the repossession of **Your Rented Property** and
- b try to get possession under:
 - i Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996
 - ii Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988
 - iii Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996
 - iv Part 2, Section 33 of the Housing Act (Scotland) 1988.

2.2 Cover for tenancies that do not fall under the Housing Acts for England, Wales and Scotland

Pursuit of **Your** legal rights to repossess **Your Rented Property** that **You** have let under:

- a a contractual tenancy agreement that was created after 1988 where the annual rent is no greater than £100,000 and the provisions of the Housing Act in England, Wales and Scotland do not apply to **Your** tenancy
- b in accordance with the Private Tenancies (Northern Ireland) Order 2006
- c to a limited company or business partnership for residential use by employees
- d where **You** live at **Your Rented Property** and have one or two written licence agreements which contain a termination clause

provided that:

- i in respect of 2.2(c) **You** will be seeking repossession in accordance with the forfeiture clause of the contractual tenancy agreement or

- ii in respect of 2.2(d) **You** will be seeking to invoke the termination clause.

3 Recovery of Rent Arrears

Pursuit of **Your** legal right to recover rent owed to **You** by **Your** tenant or ex-tenant.

4 Prosecution Defence

A prosecution that arises from **You** letting out **Your Rented Property**.

5 Accommodation Costs

Your accommodation costs up to £75 per day up to a maximum of £2,250 in total while **You** are unable to get repossession of **Your Rented Property** provided that possession is sought because **You** wish to live at **Your Rented Property**.

Exclusions that apply to this extension

The **Company** will not cover:

- a any disagreement with **Your** tenant during the first 90 days of the first period of insurance where the tenancy agreement started before the start of this Extension
- b a dispute about registering, assessing or reviewing rent, rent control, rent, rates or land tribunals or service charges
- c any property that is or should have been registered as a House of Multiple Occupation
- d any dispute between **You** and a managing agent.

Family Legal Guard

Definitions that apply to this extension

Insured Person

You, **Your** partner and or relatives permanently living with **You** in **Your** home being where **You** work from within the United Kingdom, Channel Islands or the Isle of Man.

Legal Costs & Expenses

- 1 In respect of all covers under this Extension other than as provided for in 2) below:
 - a reasonable legal costs, fees and disbursements reasonably and proportionately charged by the **Appointed Advisor** on the **Standard Basis** and agreed in advance by **Us**
 - b reasonable accountancy fees, disbursements and other costs reasonably incurred by the **Appointed Advisor** and agreed in advance by **Us**
 - c other side's costs, fees and disbursements incurred in civil claims where the **Insured Person** has been ordered to pay them or pays them with **Our** agreement.
- 2 The **Insured Person's** basic wages or salary from their work as an employee while attending court or tribunal at the request of the **Appointed Advisor** where the **Insured Person's** employer does not pay for time lost and lost wages or salary cannot be claimed back from the court up to a maximum of £5,000 in total.

Territorial Limit

- a For Contract and Personal Injury claims: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.

- b For all other claims: the United Kingdom, Channel Islands and the Isle of Man.

You, your

The person who has taken out this Extension of cover as shown on the Schedule.

Cover

For this Extension the **Company** will pay the **Insured Person's Legal Costs & Expenses** up to £50,000 which are allowed for in **Our** standard terms of business, including the cost of appeals for all claims originating from the same cause provided that the claim does not arise from or relate to **Your** business.

1 Employment

A dispute with the **Insured Person'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 by the

- a Advisory Conciliation and Arbitration Service in the ACAS code of practice on disciplinary and grievance procedures or
- b Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland.

The **Company** will not cover the **Insured Person** for:

- a a dispute relating solely to personal injury
- b defending any claim other than defending a counter claim or an appeal.

2 Contract

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

The **Company** will not cover the **Insured Person** for:

- a the letting, leasing or licensing of land or buildings where the **Insured Person** acts as the landlord
- b loans, mortgages, endowments, pensions, or any other financial or investment product
- c a business, venture for gain, profession or employment of the **Insured Person**
- d a contract involving a motor vehicle
- e a settlement due under an insurance policy
- f construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

3 Property

A dispute relating to **Property** which the **Insured Person** owns or is responsible for following:

- a an event which causes physical damage to the **Insured Person's Property** including **Your** home used as **Your** place of work
- b a public or private nuisance or trespass.

The **Company** will not cover the **Insured Person** for any claim relating to:

- a a contract entered into by an **Insured Person**
- b any building or land other than **Your** home used as **Your** place of work
- c a motor vehicle

Extensions of Cover - continued

- d the compulsory purchase of, or restrictions or controls placed on **Your Property** by any government, local or public authority
- e defending any dispute under Cover 3(a) other than defending a counter claim or an appeal.

The **Company** will not pay the **Excess** of £250 under Cover 3(b) above. This is payable as soon as **We** accept the claim.

4 Personal Injury

A sudden event causing the **Insured Person** death or physical injury.

The **Company** will not cover the **Insured Person** to defend a claim other than defending a counter claim or an appeal.

5 Tax

A formal aspect or full enquiry into the **Insured Person's** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

The **Company** will not cover the **Insured Person** for:

- a an investigation by the Specialist Investigations (SI) branch of HM Revenue & Customs
- b tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
- c any business or venture for gain of the **Insured Person**.

6 Legal Defence

a Work

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

- i the **Insured Person** being questioned by the police or others with the power to prosecute and/or
- ii a prosecution being brought against the **Insured Person** in a Court of criminal jurisdiction
- iii civil proceedings being brought against the **Insured Person** for unlawful discrimination.

b Motor

A motoring prosecution brought against the **Insured Person**.

c Other

- i A formal investigation or disciplinary hearing brought against the **Insured Person** by any trade association, professional or regulatory body.
- ii Being absent from work to attend any court tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service. The amount the **Company** pays shall not exceed £5,000 after taking into account earnings that are recoverable from the court tribunal or the **Insured Person's** employer.

The **Company** will not cover the **Insured Person** for any claim relating to:

- a owning a vehicle or driving without motor insurance
- b driving without a valid driving licence
- c a parking offence.

7 Identity Theft

A dispute arising from the use of the **Insured Person's** personal information without their permission to commit fraud or other crimes.

The **Company** will not cover the **Insured Person** for any money claimed, goods, loans, or other **Property** or equivalent costs obtained as a result of the identity theft.

Exclusions that apply to this extension

The **Company** will not cover:

- a any costs charged by the **Appointed Advisor** that exceed the amounts that **We** agree to in **Our** standard terms of business
- b an amount below £100
- c a dispute between **Your** family members or between an **Insured Person** and their employees
- d an **Insured Person's** deliberate or reckless act
- e a group litigation order.

General Exclusions

This Policy does not cover any claim arising from or relating to:

- 1 **Legal Costs & Expenses** or Compensation Awards incurred before **We** accept a claim
- 2 any actual or alleged act, omission or dispute occurring prior to, or existing at the start of the Policy or operative Extension, and which the **Insured Person** knew or ought reasonably to have known could give rise to a claim under this Policy
- 3 an allegation against the **Insured Person** involving:
 - a assault, violence or dishonesty
 - b malicious falsehood or defamation
 - c the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - d illegal immigration
 - e offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 4 the defence of legal proceedings relating to:
 - a damages for personal injury (other than injury to feelings arising from an employment dispute)
 - b loss or damage to **Property** owned by the **Insured Person**
 - c any tortious liability except where the claim is covered under Cover 4 Property and Family Legal Extension Cover 3 Property (b)
- 5 fines, penalties or compensation except for Employment Compensation Awards under Cover 2 Employment Compensation Awards above and compensation ordered under Section 13 of the Data Protection Act 1998 as described in Cover 5 Compliance and Regulation (g)
- 6 costs awarded against the **Insured Person** by a court of criminal jurisdiction following a conviction
- 7 patents, copyright, trademarks, passing-off, service marks, registered designs, secrecy and confidential information
- 8 a dispute with any subsidiary, parent, associated or sister company or between shareholders or partners
- 9 a franchise or agency agreement
- 10 a judicial review
- 11 a dispute with **Us** not dealt with under General Condition 7 Arbitration
- 12 damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from:
 - i ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - ii the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 13 damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
- 14 damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising therefrom or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, by or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
- 15 damage to any **Property** whatsoever or any loss or expense whatsoever resulting or arising from, or any **Consequential Loss** or any legal liability of whatsoever nature directly or indirectly caused or contributed to, terrorism. In any action, suit or other proceedings, where the **Company** alleges that by reason of the provisions of this Condition any loss, damage or legal liability is not covered by this Policy, the burden of proving that such loss, damage or legal liability is covered shall be upon the **Insured**.

General Conditions

Failure to keep to Policy Conditions, without good reason, will lead the **Company** to cancel this Policy, refuse a claim or withdraw from an ongoing claim. **We** reserve the right to recover **Legal Costs & Expenses** from the **Insured Person** if this happens.

1 Precedents to Liability

Liability under this Policy is conditional:

- a on the truth and accuracy of the declarations contained in the proposal form or statement of fact
- b on the observance and fulfilment of the terms and Conditions of this Policy in so far as they relate to anything to be done by or complied with by the **Insured Person**.

2 The Insured Person's Responsibilities

An **Insured Person** must:

- a not do anything that hinders **Us** or the **Appointed Advisor**
- b tell **Us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this Policy
- c tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- d co-operate fully with the **Appointed Advisor** and **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim
- e provide **Us** with everything **We** need to help **Us** handle the claim
- f take reasonable steps to recover **Legal Costs & Expenses** that the **Company** pays and pay to the **Company** all costs that are recovered should these be paid to the **Insured Person**
- g tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **We** require
- h minimise any **Legal Costs & Expenses** and try to prevent anything happening that may cause a claim
- i allow the **Company** at its expense at any time to conduct in the **Insured Person's** name any settlement or defence of any claim or to prosecute for its own benefit any claim for indemnity or compensation or otherwise and have full discretion in the conduct of any proceedings and in settlement of any claim, proceeding or investigation.

3 The Appointed Advisor

- a In certain circumstances as set out in 3 c) below, the **Insured Person** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.

- b Where the **Insured Person** wishes to exercise their right to choose, they should write to **Us** with their preferred representative's contact details. The **Insured Person's** chosen representative must agree to act under **Our** standard terms of business and co-operate with **Us** at all times.
- c If **We** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **Insured Person** may choose a suitably qualified **Appointed Advisor**. The right of the **Insured** to choose never applies to Employment Tribunal cases where the **Company** may be liable to pay compensation, Tax Protection or **Small Claims Court** claims unless there is a conflict of interest.
- d If the **Appointed Advisor** refuses to continue acting for the **Insured Person** with good reason, the **Insured Person** dismisses the **Appointed Advisor** without good reason, or the **Insured Person** withdraws from the claim without **Our** agreement, cover will end immediately unless **We** agree to appoint another **Appointed Advisor**.

4 Our Consent

We must give **Our** written consent to the **Insured Person** to incur any **Legal Costs & Expenses** or Compensation Awards. The **Company** does not accept any liability for **Legal Costs & Expenses** or Compensation Awards incurred without **Our** written consent.

5 Settlement

- a The **Company** has the right to settle the claim by paying the value of the claim.
- b The **Insured Person** must not negotiate, settle the claim or agree to pay any **Legal Costs & Expenses** without **Our** written agreement.
- c If the **Insured Person** refuses to settle the claim following:
 - i a reasonable offer
 - ii advice to do so from the **Appointed Advisor**the **Company** may refuse to pay further **Legal Costs & Expenses**.

6 Counsel's Opinion

We may require the **Insured Person** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **Insured Person** then the **Company** will pay for the opinion.

7 Arbitration

If any difference shall arise between the **Insured Person** and **Us** under this Policy that is not resolved through **Our** internal complaints procedure such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in force.

Where any difference is by this Condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Company**.

8 Alteration

The Policy shall be void if at any time:

- a the **Insured's** business is wound up or carried on by a liquidator or receiver or permanently discontinued
- b the **Insured's** interest ceases except by will or operation of law
- c the risk of legal disputes is increased unless the **Company** agrees in writing to continue the insurance.

9 Misrepresentation

This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material fact.

10 Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the **Insured Person** or anyone acting on behalf of the **Insured Person** to obtain any benefit under this Policy all benefit shall be forfeited.

11 Cancelling the Policy

The **Insured** may cancel this Policy within 14 days of receipt of the Schedule and Wording by writing to the **Company** to confirm cancellation. If cover has not yet commenced, the **Insured** will be entitled to a return of the full premium paid. If cover has commenced and there have been no claims made during this period, the **Insured** will be entitled to a return of a proportionate part of the premium paid in respect of the unexpired period of the insurance. If any claims have been paid (or outstanding to be paid), the cost of any claim payment(s) will be deducted from the proportionate part of the premium paid that would be refunded for the unexpired period of the insurance.

After the 14 day period the **Insured** can cancel this Policy by giving the **Company** 7 days' notice in writing. If there have been no claims made during the current period of insurance the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired part of the insurance. If any claims have been paid (or outstanding to be paid) in the current period the cost of any claim payment(s) will be deducted from the proportionate part of the last period that would be refunded for the unexpired period of insurance.

The **Company** is not bound to renew this Policy and may cancel this Policy at any other time by sending 7 days' notice in writing giving details of the reason for cancellation to the **Insured** by registered letter or recorded delivery to the last known address the **Company** has. In the event of such a cancellation the **Insured** shall be entitled to the return of a proportionate part of the last premium paid in respect of the unexpired part of the insurance.

12 Law Applicable to the Contract

This Policy will be governed by English law, and the **Insured Person** and the **Company** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

13 Language

Unless agreed otherwise, the contractual terms and Conditions and other information relating to this contract will be in the English Language.

14 Ageas Logo

The Ageas logo must not be reproduced in any form on the **Insured's** own business documentation without the express permission of Ageas Insurance Limited.

15 Contracts (Rights of Third Parties)

No party to this contract intends that any clause or term of this contract should be enforceable by virtue of the Contracts (Right of Third Parties) Act 1999 by any person who is not a party to this contract.

16 Acts of Parliament

All Acts of Parliament referred to within this Policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Data Protection Notice

Please read this notice carefully as it contains important information about the **Company's** use of **personal information**.

In this notice, **personal information** means any information the **Company** has about the **Insured**, any director, officer, partner or employee of the **Insured** or any other person connected with the **Insured**.

If the **Insured** provides false or inaccurate information the **Company** has the right to avoid the policy or it could affect the **Insured's** ability to claim.

Sensitive information

Some of the **personal information** that has been requested is known as "sensitive personal data". This will include information relating to health issues, race, religion and any criminal convictions. This information will be used to manage the policy and to provide the services set out in the policy documents.

How the Company uses personal information

The **Company** is part of the Ageas group of companies and may share **personal information** with other companies in the group for any of the purposes set out in this notice. Further information about the Ageas group can be found at www.ageas.co.uk.

The **Company** will use **personal information** to:

- manage the insurance policy, including handling underwriting and claims and issuing renewal documents and information to your agent
- assess the insurance application and provide information to credit reference agencies.

Personal information may also be shared with other insurers, statutory bodies, regulatory authorities, business partners or agents providing services on the **Company's** behalf and other authorised bodies.

Personal information will only be shared with others:

- if it is necessary to manage the policy, including settling claims
- for underwriting purposes, such as assessing the application and arranging cover
- for management information purposes
- to prevent or detect crime, including fraud (see below)

- if required or permitted by law (for example, if a legitimate request is received from the police or another authority); and/or
- if permission has been granted by the **Insured**.

Further information about the use of **personal information** can be requested by writing to the Data Protection Officer at the address set out below.

Preventing and detecting crime

Personal information may be used to prevent crime.

In order to do so, the **Company** may:

- check **personal information** against its own databases
- share it with fraud prevention agencies. **Personal information** will be checked with and recorded by a fraud prevention agency. Other companies within the financial services industry may also search such fraud prevention agencies when they receive an application for financial products (including credit, savings, insurance, stockbroking or money transmission services). If such companies suspect fraud, the **Company** will share the **Insured's** relevant **personal information** with them. Information shared may be used by those companies when making decisions.

Details of which fraud prevention agencies are used by the Ageas group of companies can be obtained by writing to the Data Protection Officer at the address set out below.

- share it with operators of registers available to the insurance industry to check information and prevent fraud. These include the Claims and Underwriting Exchange Register administered by Insurance Database Services Limited. The Ageas group of companies may pass information relating to the insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers, their agents and suppliers.

Dealing with others on your behalf

To assist with management of the policy, subject to answering security questions, the **Company** will deal with the **Insured**, any director, partner or employee of the **Insured** or any other person whom it believes to be acting on the **Insured's** behalf in connection with the policy or a claim relating to the policy.

Marketing

The **Company** may use **personal information** and information about the **Insured's** use of the **Company's** products and services to carry out research and analysis.

Personal information will only be used to market the **Company's** other products and services to the **Insured** if the **Insured** has agreed to this.

Monitoring and recording

Telephone calls may be monitored or recorded for training purposes, to improve the quality of service and to prevent and detect fraud. CCTV recording equipment may also be used in and around the **Company's** premises.

Further information

The **Insured** is entitled to receive a copy of any **personal information** held about them. If a copy or further information is required or if the **Insured** would like to complain about the way the **Company** uses **personal information**, they should write to the following address giving their name, address and insurance policy number:

Data Protection Officer
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

A small administration fee may be charged for this.

The **Company** will notify the **Insured** in writing if it changes the way it uses **personal information**. If the **Insured** does not agree to the change in use, they must let the **Company** know as soon as possible.

The **Insured** has the right to complain to the Information Commissioner's Office at any time if they object to the way the **Company** uses any **personal information**.

What to do if you have a complaint

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

If your complaint is about the way your Policy was sold to you, please contact your insurance agent to report your complaint.

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation.

Alternatively, for claims or any other type of complaint, you can also write to us at the address shown below or email us through our website at www.ageas.co.uk/complaints (please include your policy number and claim number if appropriate).

Customer Services Advisor
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

We will try to resolve your complaint by the end of the next working day. If we are unable to do this, we will write to you within five working days to either:

- tell you what we have done to resolve the problem; or
- acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service (FOS) if:

- you have an annual turnover of less than EUR 2million and fewer than 10 employees and,
- if for any reason you are still dissatisfied with our final response, or
- if we have not issued our final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us.

South Quay Plaza,
183 Marsh Wall
London
E14 9SR

Using this complaints procedure will not affect your legal rights.

Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

Further information is available from the Financial Services Compensation Scheme.

Their telephone number is **020 7741 4100**. Alternatively, more information can be found at www.fscs.org.uk

Making a claim

Before you do anything call the Claims Helpline 0845 122 8930 open from 9am-5pm Monday to Friday.

Our experienced and friendly staff will take your details and send you a claim form to be completed.

Once you have notified us of your claim in writing, provided that we accept that you are covered under this Policy we will immediately pass details of the claim to one of our panel of specialist solicitors and other experts, who will advise you of the best course of action and represent you in any subsequent legal proceedings, if appropriate. Your claim will be dealt with quickly and professionally.

Legal Helpline 0845 122 8931

The Legal Helpline is open 24 hours a day 365 days a year.

Ageas Business Legal Guard provides a confidential legal helpline should you need advice on business legal matters including:

- employment disputes and redundancy plans
- contractual disputes
- property issues
- tax regulations

Confidential counselling helpline

If an employee needs confidential help and advice, our counsellors are available 24/7 to provide support, over the phone, on any matter that is causing upset or anxiety, whether or not related to work. Assistance is available by telephoning 0845 122 8934.

Claims administration

All claims reported under Ageas Business Legal Guard will be administered by:

B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

Business on-line Legal Services

Enter voucher code X1232KC79BB5 to register at www.arag.co.uk/docs. On registration you will be able to create a password to access the law guide and download legal documents to help run your business more effectively.



Notes

To make a claim, call 0845 122 8930
Please save this number to your mobile phone

Ageas Insurance Limited

Office address

Ageas House, The Square, Gloucester Business Park,
Brockworth, Gloucester GL3 4FA

Registered office address

Ageas House, Hampshire Corporate Park,
Templars Way, Eastleigh, Hampshire SO53 3YA

www.ageas.co.uk

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

