



# Business Legal Guard

## Policy Wording

### What's inside...

Helpline Services	2
Important Notice	5
How to make a claim	6
Definitions	10
General Exclusions	13
General Conditions	15
Claims Conditions	17
Cover	19



To make a claim, call **0345 122 8930**  
Please save this number to **your** mobile phone

# Helpline Services

**As an Ageas policyholder with a current policy, you are automatically entitled to the following helpline services.**

**To help us to check and improve our service standards calls are recorded.**

## **Business Legal Advice – 0345 122 8931**

This helpline is available 24 hours per day, seven days a week to provide confidential legal advice on:

- a business-related legal problems
- b personal legal matters (if Sub-Section B – Family Legal Guard is shown on the schedule)

within the laws of the countries of England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

## **UK Tax Advice – 0345 122 8931**

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide confidential advice over the phone on any:

- a tax matters affecting your business
- b personal legal tax matters (if Sub-Section B – Family Legal Guard is shown on the schedule)

within England, Scotland, Wales and Northern Ireland.

## **Redundancy Assistance – 0345 322 0176**

This helpline is available between 9am and 5pm, Monday to Friday (except bank holidays) to provide specialist advice if you are planning redundancies within your business. This service offers document review and telephone or written advice and will assist you to implement a fair selection process and ensure that the redundancy notices are correctly served. If you opt to use this service a charge will be payable by you.

## **Crisis Communication – 0345 322 0175**

This helpline is available 24 hours per day, seven days a week to provide help in responding to negative publicity or media attention which could affect your business. In advance of any actual adverse publicity, where possible, experts will provide initial advice for you to act upon. If your circumstances require professional work to be carried out at the time, we can help on a consultancy basis subject to you paying a fee. Where an event has led to actual publicity online, in print or broadcast, that could damage your business, you are insured against the costs of crisis communication services under Sub-Section A – Legal Guard, Cover 12 – Crisis Communication (if the Legal Expenses Section is shown on the schedule) when you use this helpline.

## **Identity Theft Advice and Resolution Service – 0345 322 0177**

This helpline is available between 8am and 8pm, seven days a week to you and the directors, partners and executive officers of your business to help keep your personal identities secure. Where identity theft is suspected, specialist caseworkers can help to restore UK credit ratings and correspond with card issuers, banks or other parties located in England, Scotland, Wales, Northern Ireland, the Channel Islands or the Isle of Man. Identity theft expenses are insured under Sub-Section A – Legal Guard, Cover 11 – Executive Suite (if the Legal Expenses Section is shown on the schedule) when you use this helpline.

## **Confidential Counselling – 0345 122 8934**

This helpline is available 24 hours per day, seven days a week for employees (including spouses, domestic or civil partners, relatives and dependants permanently living with them) who are suffering from emotional upset or feeling worried or anxious about a personal or work-related problem. Qualified counsellors will provide free confidential support and advice over the phone. Due to their sensitive nature counselling calls are not recorded.

## **Legal Services Website**

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the voucher code **ARAG1821BIZ**.

On registration you will be able to create a password to download legal documents that can assist you with the day to day issues that affect your business. Once you have registered you can access the website at any time to create and securely store your legal documents. Most legal documents are free for you to download but some are subject to you paying a fee.

**Please do not use these helpline service numbers to report a claim.**

These helpline services are provided on our behalf but not by us. We take no responsibility for the advice given or assistance given or for the failure of the helplines which may result from an exceptional event that is beyond the control of us and the helpline service provider.

# Contents

	<b>Page No</b>
<b>Helplines Services</b>	2
<b>Legal Services Website</b>	2
<b>Important Notice</b>	5
<b>How to make a claim</b>	6
<b>How to make a complaint</b>	7
<b>Financial Services Compensation Scheme</b>	8
<b>Privacy Notice</b>	9
<b>Definitions</b>	10
<b>General Exclusions</b>	13
<b>General Conditions</b>	15
<b>Claims Conditions</b>	17
<b>Sub-Section A – Legal Guard</b>	19
Cover 1 – Employment	
Cover 2 – Employment Compensation Awards	
Cover 3 – Employment Restrictive Covenants	
Cover 4 – Tax Disputes	
Cover 5 – Property	
Cover 6 – Legal Defence	
Cover 7 – Compliance and Regulation	
Cover 8 – Statutory Licence Appeals	
Cover 9 – Loss of Earnings	
Cover 10 – Personal Injury	
Cover 11 – Executive Suite	
Cover 12 – Crisis Communication	
Cover 13 – Contract and Debt Recovery	
<b>Sub-Section B – Family Legal Guard</b>	21
Cover 1 – Employment	
Cover 2 – Contract	
Cover 3 – Property	
Cover 4 – Personal Injury	
Cover 5 – Clinical Negligence	
Cover 6 – Tax Disputes	
Cover 7 – Legal Defence	
Cover 8 – Loss of Earnings	
Cover 9 – Identity Theft	



# Business Legal Guard

This policy wording applies to the Legal Expenses Section of **your policy**. It forms part of the contract of insurance between **you** and **us** by which **we** agree to cover an **insured person** in respect of the risks set out in this section if shown on the **schedule**, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

This **policy** is made up of a number of documents which must be read together. **You** should read carefully all documents that **we** have provided and contact **your agent** immediately if this **policy** does not meet **your** needs.

# Important Notice

A fair presentation of all material facts and circumstances must be made to **us**. Providing **us** with inaccurate information or failing to tell **us** of anything which may increase the risk may invalidate this **policy** or lead to claims not being paid or being paid in part only.

Some examples of which facts and circumstances are material to **us** are shown below:

- **Who you are** – the legal entity that owns the **business**
- **Business status** – sole proprietor, partnership, limited liability partnership, limited partnership or limited company, trusteeship, committee, executors or charity as appropriate
- **What you do** – the description of the **business** as shown on the **schedule**
- **Personal and business history** – the previous history relating to proprietors, **partners** or **directors** or their business which is provided to **us** e.g. previous bankruptcies, company liquidations, convictions, claims etc.

Other material facts will be shown on the statement of fact. If there is any doubt or if clarification is required of what must be declared to **us**, please discuss this with **your agent**.

# How to make a claim

All claims reported under the Legal Expenses Section of **your policy** will be handled by **our** claims administrator who is:

ARAG plc  
9 Whiteladies Road  
Clifton  
Bristol  
BS8 1NN

## Claims Procedure

If **you** need to make a claim under this section **you** can request a claim form between 9am and 5pm, Monday to Friday (except bank holidays) by telephoning **our** claims administrator on **0345 122 8930**. The completed claim form and any supporting documentation should be returned to **our** claims administrator. Further details are set out in the claim form itself.

**You** will be sent written acknowledgement within one working day of **your** claim form being received.

Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to **you** either:

- confirming cover under the terms of **your policy** and advising **you** of the next steps to progress **your** claim, or
- if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a representative is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Sometimes matters cannot always be resolved quickly, particularly if the other side is slow to co-operate or a legal timetable is decided by the courts.

## Do

- Notify **our** claims administrator as soon as possible of **your** claim.

## Don't

- Instruct **your** own lawyer or accountant as **we** will not pay any costs incurred without **our** agreement.
- Negotiate, settle a claim or agree to pay **legal costs** without **our** written agreement.

A claim is only considered to be reported to **us** when **we** have received **your** fully completed claim form.

# How to make a complaint

Should there ever be an occasion where **you** need to complain, **we** will do **our** best to address this as quickly and fairly as possible.

**We** will try to resolve **your** complaint as quickly as **we** can. If **we** are unable to do this, **we** will:

- write to **you** to acknowledge **your** complaint
- let **you** know when **you** can expect to receive a full response
- let **you** know who is dealing with the matter.

In most instances **we** will be able to address **your** complaint within the first few days of this being notified to **us**. On occasion, further investigation may be necessary, but **we** will provide **you** with a full written response to **your** complaint within eight weeks of notification.

If **your** complaint is about the way this **policy** was sold to **you**, please contact **your 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 write to **us** at the address shown below or email **us** through **our** website at [www.ageas.co.uk/make-a-complaint](http://www.ageas.co.uk/make-a-complaint) (please include **your** policy number and claim number if appropriate).

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

## What to do if you are not happy with our response

In the unlikely event that **we** have not responded to **your** complaint within eight weeks, or **you** are not happy with **our** final response, **you** may be able to refer **your** complaint to the Financial Ombudsman Service but **you** must do so within six months of the date of **our** response.

**You** may refer **your** complaint to the Financial Ombudsman Service if **you** are a:

- micro-enterprise with an annual turnover or annual balance sheet of less than EUR2 million and fewer than 10 employees. For the purpose of this process, a micro-enterprise is defined as a business engaged in economic activity irrespective of the legal form, including but not limited to, self employed persons and family businesses, partnerships or associations
- small business that is not a micro-enterprise as defined above, with an annual turnover of less than £6.5 million and:
  - a fewer than 50 employees, or
  - b an annual balance sheet of less than £5 million

- charity with an annual turnover of less than £6.5 million
- trustee of a trust with a net asset value of less than £1.5 million
- guarantor and the complaint arises from matters relevant to their relationship with the **business**. For the purpose of this process, a guarantor is defined as someone who is not a consumer and who has given a guarantee or security in respect of an obligation or liability of a micro-enterprise or small business, as defined above.

The Ombudsman is an impartial complaints service which is free for customers to use and taking **your** complaint to the Ombudsman does not affect **your** right to take **your** dispute to the courts.

**You** can find out more about how to complain to the Ombudsman online at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Alternatively, **you** can write to them at:

Financial Ombudsman Service, Exchange Tower, London, E14 9SR

By phone: **0800 023 4567**

By email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman won't have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances, for example, if it believes that the delay was as a result of exceptional circumstances.



# Financial Services Compensation Scheme

Should **we** be unable to meet **our** liabilities **you** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **your business** and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at **[www.fscs.org.uk](http://www.fscs.org.uk)**.



# Privacy Notice

**We** are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how **we** collect, use, share, transfer and store **your** information. For **our** full Privacy Policy please visit **our** website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact **our** Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

**Your agent** will have their own uses for **your** personal data. Please ask **your agent** if **you** would like more information about how they use **your** personal information.

## Collecting your information

**We** collect a variety of personal information about **you** including **your** name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying **your** computer). Where relevant, **we** also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding **your** health.

**We** also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

## Using your information

The main reason **we** collect **your** personal information and/or special categories of personal information is because **we** need it to provide **you** with the appropriate insurance quotation, policy and price as well as manage **your policy** such as handling a claim or issuing documentation to **you**. **Our** assessment of **your** insurance application may involve an automated decision to determine whether **we** are able to provide **you** with a quotation and/or the price. If **you** object to this being done, then **we** will not be able to provide **you** with insurance.

**We** will also use **your** information where **we** feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile **you**); collecting information regarding **your** past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If **you** have given **us** such information about someone else, **you** would have confirmed that **you** have their permission to do so.

## Sharing your information

**We** share **your** information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to **us** or on **our** behalf; fraud prevention and credit reference agencies and other companies, for example, when **we** are trialling their products and services which **we** think may improve **our** service to **you** or **our** business processes.

Unless required to by law, **we** would never share **your** personal data without the appropriate care and necessary safeguards being in place.

## Keeping your information

**We** will only keep **your** information for as long as is necessary in providing **our** products and services to **you** and/or to fulfil **our** legal and regulatory obligations. Please refer to **our** full Privacy Policy for more information.

## Use and storage of your information overseas

**Your** information may be transferred to, stored and processed outside the European Economic Area (EEA). **We** will not transfer **your** information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or **we** have taken all reasonable steps to ensure the firm has suitable standards in place to protect **your** information.

## Your rights

**You** have a number of rights in relation to the information **we** hold about **you**, these rights include but are not limited to: the right to a copy of **your** personal information **we** hold; object to the use of **your** personal information; withdraw any permission **you** have previously provided and complain to the Information Commissioner's Office at any time if **you** are not satisfied with **our** use of **your** information. For a full list of **your** rights please refer to the full Privacy Policy.

Please note that there are times when **we** will not be able to delete **your** information. This may be as a result of fulfilling **our** legal and regulatory obligations or where there is a minimum, statutory, period of time for which **we** have to keep **your** information. If **we** are unable to fulfil a request, **we** will always let **you** know **our** reasons.

# Definitions

Words which appear in bold within this policy wording will have the meaning defined below and replace those defined in the main policy wording. Additional definitions may apply to the covers provided under this section.

## Agent

A person or company who advises **you** on insurance and represents **you** and acts on **your** behalf when arranging insurance policies.

## Appointed Advisor

The:

- a solicitor, accountant or other advisor (who is not a mediator) appointed by **us** to act on behalf of an **insured person**
- b mediator appointed by **us** to provide impartial dispute resolution in relation to a claim accepted by **us**.

## Business

The business shown on the **schedule** including the activities listed under the Business definition within the main policy wording.

## 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 either:

- a 100% “no-win no-fee”, or
- b where discounted, a discounted fee being payable.

## Communication Costs

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

## Conditional Fee Agreement

A legally enforceable agreement between an **insured person** and the **appointed advisor** for paying their professional fees on the basis of either:

- a 100% “no-win no-fee”, or
- b where discounted, a discounted fee being payable.

## Data

Data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatsoever.

## Denial of Service Attack

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **systems**.

## Directors

A director of **you** where **you** are a limited company.

## Employee

A worker who has, or alleges they have, entered into a contract of service with **you**.

## Europe

England, Scotland, Wales, Northern Ireland, the Channel Islands, the Isle of Man, Norway, Switzerland and the countries of the European Union.

## Hacking

Unauthorised access to any **system** whether owned by **you** or not.

## Insured Person

### Sub-Section A – Legal Guard

- a **You**, a **director**, **partner**, manager, executive officer or an **employee** of **your business**
- b A person who is contracted to perform work for **you**, who in all other respects **you** have arranged to insure on the same basis as **your** other **employees** and who performs work under **your** supervision.

### Sub-Section B – Family Legal Guard

**You** and **your** spouse or domestic or civil partner and **your** or their relatives or dependents who permanently live with **you** at the address shown on the **schedule** (and **yours** and **your** partner’s children, while temporarily away from home for the purposes of higher education) but not:

- a tenants, lodgers, house or flatmates
- b paying guests
- c domestic employees.

## Legal Costs

- a Legal costs and disbursements incurred by the **appointed advisor** on the **standard basis** and agreed in advance by **us**.
- b In civil claims, the other side's costs and disbursements where an **insured person** has been ordered to pay them or pays them with **our** agreement.
- c Accountancy fees incurred in connection with a claim under:
  - i Sub-Section A – Legal Guard, Cover 4 – Tax Disputes
  - ii Sub-Section B – Family Legal Guard, Cover 6 -Tax Disputesby the **appointed advisor** and agreed by **us** in advance.
- d Health and Safety Executive Fees for Intervention.
- e Loss of earnings in respect of:
  - i Sub-Section A – Legal Guard; an **insured person's** basic wages or salary under Cover 9 – Loss of Earnings, in the course of their employment with **you**
  - ii Sub-Section B – Family Legal Guard; an **insured person's** basic wages or salary under Cover 8 – Loss of Earningswhile attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where salary or wages are not payable for time lost and cannot be claimed back from the court or tribunal.
- f An **insured person's communication costs** under:
  - i Sub-Section A – Legal Guard, Cover 11c – Executive Suite
  - ii Sub-Section B – Family Legal Guard, Cover 9 – Identity Theft.
- g The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention in connection with a claim under Sub-Section A – Legal Guard, Cover 11e – Executive Suite and Cover 12 – Crisis Communication.

## Partner

A partner of **you** where **you** are a partnership or a member of **you** where **you** are a limited liability partnership but not any member also deemed to be in **your** employment.

## Period of Insurance

The period of time this **policy** is effective as shown on the **schedule** or until this **policy** is cancelled. Each renewal represents the start of a new period of insurance.

## Phishing

Any access or attempted access to **data** made by means of misrepresentation or deception.

## Policy

This policy is made up of a number of documents. These documents are:

- a the main policy wording
- b this policy wording if the Legal Expenses Section is shown as operative on the **schedule**
- c the **schedule**
- d the endorsements
- e the notice to policyholders
- f the statement of fact or proposal form.

## Property

Material property which shall not include **data**.

## Reasonable Prospects of Success

- a Other than as set out in b and c below, a greater than 50% chance of the **insured person** successfully pursuing or

- defending the claim and, if the **insured person** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Sub-Section A – Legal Guard, Cover 13 – Contract and Debt Recovery, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- b In criminal prosecution claims where the **insured person**:
  - i pleads guilty, a greater than 50% chance of reducing any sentence or fine, or
  - ii pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- c In all claims involving an appeal, a greater than 50% chance of the **insured person** being successful.

Where it has been determined that reasonable prospects of success do not exist, the **insured person** will be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

## Schedule

The document that shows:

- a **your** name and address
- b the **business**
- c the **period of insurance**
- d the sections and sub-sections of this **policy** which are operative
- e the **excesses** which apply
- f the premium **you** must pay
- g the **property** that is insured
- h the limits of indemnity, sums insured and indemnity periods
- i details of any extensions or endorsements to the cover.

## Small Claims Court

(Applicable to Sub-Section B – Family Legal Guard only)

- a A court in 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 A court in Scotland that uses the small claims procedure as set out by the Courts Reform (Scotland) Act 2014.
- c A court in Northern Ireland where the sum in dispute is less than £3,000.
- d The equivalent jurisdiction elsewhere within the **territorial limits** where this **policy** applies.

## Standard Basis

Costs assessed in accordance with the Courts' Civil Procedure Rules Part 44.2. This means the court will only allow recovery of costs which are proportionate to the claim and which have been reasonably incurred.

## System

Computer or other equipment or component or system or item which processes, stores, transmits or receives **data**.

## Territorial Limits

For Sub-Section A – Legal Guard, Cover 6 – Legal Defence, Cover 7 – Compliance and Regulation and Cover 13 – Contract and Debt Recovery and Sub-Section B – Family Legal Guard, Cover – 2 Contract and Cover 4 – Personal Injury; **Europe**.

For all other Covers, unless otherwise stated; England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

## Terrorism

Acts of persons acting on behalf of, or in connection with, any organisation which carries out activities directed towards the overthrowing or influencing, by force or violence, of Her Majesty's government in the United Kingdom or any other government de jure or de facto.

## Virus

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **systems, data** or operations, whether involving self-replication or not including, but not limited to, trojan horses, worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

## We, Us, Our

Ageas Insurance Limited.

## You, Your, Yours

### Sub-Section A – Legal Guard

The person, persons or corporate body named on the **schedule** as the Insured including any subsidiary companies notified by **you** and accepted by **us**.

### Sub-Section B – Family Legal Guard

The proprietor of the **business** when acting in a personal capacity in matters unconnected with any business.

# General Exclusions

These exclusions apply to the Legal Expenses Section of your policy and replace those detailed in the main policy wording. Additional exclusions may apply to the covers provided under this section.

## 1 Consent

This policy does not cover legal costs, communication costs or compensation awards incurred without our consent.

## 2 Act or Omission

This policy does not cover any claim arising from or relating to any actual or alleged act, omission or dispute happening before, or existing at the start of this policy, and which you or an insured person knew or ought reasonably to have known could lead to a claim.

## 3 Allegations

This policy does not cover any claim arising from or relating to an allegation against an insured person 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

except in relation to Sub-Section A – Legal Guard, Cover 12 – Crisis Communication.

## 4 Personal Injury and Property

This policy does not cover any claim arising from or relating to defending a claim in respect of damages for:

- a personal injury (other than injury to feelings in relation to Sub-Section A – Legal Guard, Cover 1 – Employment)
- b loss or damage to property owned by the insured person.

## 5 Disputes

This policy does not cover any claim arising from or relating to a dispute with:

- a any subsidiary, parent, associated or sister company or between shareholders or partners (except in relation to mediation under Sub-Section A – Legal Guard, Cover 11d – Executive Suite)
- b us, our claims administrator, your agent or a managing agent (other than as provided for by Claims Condition 7 – Arbitration).

## 6 National Minimum Wage

This policy does not cover any claim arising from or relating to National Minimum Wage and/or National Living Wage Regulations.

## 7 Copyright

This policy does not cover any claim arising from or relating to patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Sub-Section A – Legal Guard, Cover 3 – Employment Restrictive Covenants).

## 8 Franchise or Agency Agreements

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

- a a franchise agreement, or
- b an agency agreement through which one party has the legal capacity to alter the legal relations of the other.

## 9 Judicial Review

This policy does not cover any claim arising from or relating to a judicial review.

## 10 Radioactive Contamination

This policy does not cover any claim directly or indirectly caused by, contributed to by or arising from:

- a ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- b the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.

## 11 War

This policy does not cover any claim directly or indirectly caused by, 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.

## 12 Terrorism

This policy does not cover any claim directly or indirectly caused by, contributed to by or arising from:

- a terrorism regardless of any other cause or event contributing concurrently or in any other sequence of the loss
- b any action taken in controlling, preventing, suppressing or in any way relating to terrorism.

In any action, suit or other proceedings, where we allege that by reason of the provisions of this exclusion a claim is not covered by this policy, the burden of proving the claim is covered shall be upon you.

### 13 Fines, Penalties or Compensation

This **policy** does not cover any claim arising from or relating to fines, penalties or compensation awarded against an **insured person** (except as covered under Sub-Section A – Legal Guard, Cover 2 – Employment Compensation Awards) or costs awarded against an **insured person** by a court of criminal jurisdiction.

### 14 Sanctions

**We** will not provide any cover or be liable to provide any indemnity or payment or other benefit under this **policy** to the extent that providing such cover, indemnity, payment or benefit would expose **us** or any of the Ageas group of companies to the violation of any:

- a sanction, prohibition or restriction imposed under United Nations resolutions, or
- b trade or economic sanctions of the United Kingdom, European Union, the United States of America or any other territory, or
- c laws or regulations of the United Kingdom, European Union, the United States of America or any other territory except in relation to Sub-Section A – Legal Guard, Cover 12 – Crisis Communication.

### 15 Electronic Risks

This **policy** does not cover any claim directly or indirectly caused by, contributed to by or arising from:

- a damage to any **system** whether owned by **you** or not and whether tangible or intangible including any **data** where such damage is caused by programming or operating error by any person, acts of malicious persons, **virus, hacking, phishing, denial of service attack** or failure of any external network
- b loss, alteration, modification, distortion, erasure or corruption of, or unauthorised access to, **data** whether or not caused by **hacking**
- c any misinterpretation, use or misuse of **data**
- d unauthorised transmission of **data** to any third party or transmission of any **virus**
- e damage to any other property directly or indirectly caused by, contributed to by or arising from damage described in a, b, c or d of this exclusion.

### 16 Government or Public Authorities

**We** will not pay claims arising directly or indirectly from nationalisation, confiscation, seizure, destruction, requisition or detention by order of any government, municipal, local, customs or public authority.

# General Conditions

These conditions apply to the Legal Expenses Section of your policy and replace those detailed in the main policy wording. Additional conditions may apply to individual covers and extensions under this section.

## 1 Misrepresentation

You, or anyone acting for you, must make a fair presentation of the risk to us. This means you, or anyone acting for you, must disclose at inception or variation to this policy and prior to each renewal every material circumstance which you or they know or ought to know and not make misrepresentations to us. If you, or anyone acting for you, do not make a fair presentation to us, we can:

- a avoid this policy from inception or renewal if we would not have issued it or continued it knowing the true situation
- b avoid a variation to this policy if we would not have accepted it had we known the true situation
- c alter the terms of this policy from the date the non-disclosure or misrepresentation was made to those we would have applied had we known the true situation
- d reduce the payment for a claim
- e cancel this policy from the date the non-disclosure or misrepresentation was made.

This may result in claims not being paid or not being paid in full.

## 2 Fraud

If you, or anyone acting for you:

- a makes any claim that is deliberately exaggerated, or
- b uses, or attempts to use, fraudulent means to obtain benefits under this policy, or
- c deliberately makes a false or misleading statement, or deliberately submits false or misleading information or evidence in support of a claim which you or they know or ought to know would result in us paying a claim that we were entitled to refuse or paying a greater sum in respect of a claim, or
- d deliberately withholds information or evidence from us which you or they know or ought to know would entitle us to refuse to pay a claim or pay a lesser sum under this policy then:
  - i we will not be liable to pay the claim
  - ii we may cancel this policy from the date of such act
  - iii all benefit under this policy will be forfeited
  - iv we may recover all sums paid by us under this policy, and
  - v we may inform the police and fraud prevention agencies of the circumstances.

## 3 Your Cancellation Rights

During the first period of insurance, you have the right to cancel this policy within 14 days of:

- a receipt of the policy wording and schedule, or
- b the inception date of this policy

whichever is the later, by writing to us or alternatively by contacting your agent to confirm cancellation. Cancellation will take effect from the date that we or your agent receives your cancellation instructions. Provided no claim has been made and there has been no incident known to you prior to cancellation which may give rise to a claim, you will be entitled to a full refund of the premium paid. Should a claim be submitted after such refund has been provided, payment of the premium in full will be required before we can deal with the claim. We will only deal with claims made during the period commencing on or after inception up to the cancellation of this policy.

You may cancel this policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. You will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired period of insurance provided no claim has been made during the period of insurance in which the cancellation is to take effect. If a claim has been made, we will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. You will not be entitled to any refund if:

- i there has been an incident known to you which may give rise to a claim or
- ii the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## 4 Our Cancellation Rights

The cover provided by this policy shall automatically cease from the date that:

- a a liquidator, administrator or insolvency practitioner is appointed to administer the business
- b the business is permanently discontinued
- c your interest ceases other than as a result of your death unless we agree otherwise in writing.

In addition to a, b and c of this condition and any right to cancel under more specific conditions, we also have the right to cancel this policy at any other time by sending 14 days' notice in writing to your last known address. Reasons for cancellation under this condition may include but are not limited to:

- i a change to the risk which makes it one we would not normally accept
- ii you failing to co-operate with or provide information to us which affects our ability to underwrite the risk.

**You** will be entitled to the return of a proportionate part of the premium paid in respect of the unexpired **period of insurance** provided no claim has been made during the **period of insurance** in which the cancellation is to take effect. If a claim has been made, **we** will deduct the cost of the claim (or the estimated cost where the claim is outstanding) from the refund due. **You** will not be entitled to any refund if:

- a there has been an incident known to **you** which may give rise to a claim, or
- b the cost of the claim (or the estimated cost where the claim is outstanding) is equal to or exceeds the amount of the premium paid.

## 5 Renewal

**We** are not bound to offer renewal of this **policy**.

## 6 Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

All legal instruments and rules referred to within this **policy** shall include equivalent legislation and rules in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation or rules.

## 7 Law Applicable to the Contract

This **policy** will be governed by English law, and **you** and **we** 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).

## 8 Language

The contractual terms, conditions, exclusions and other information relating to this **policy** will be in the English language.

## 9 Contracts (Rights of Third Parties) Act

Except as provided by General Condition 10 Personal Representatives, no party to this **policy** intends that any term of this **policy** should be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person, persons or corporate body who is not a party to this **policy**.

## 10 Personal Representatives

In the event of the death of any party entitled to indemnity under this **policy**, **we** will cover the deceased's personal representatives to pay **legal costs** previously incurred by the deceased provided that:

- a the personal representatives comply with and are subject to the terms and conditions of this **policy** to the extent that these can apply
- b the conduct and control of claims is vested in **us**.



# Claims Conditions

These claim conditions apply to the Legal Expenses Section of your policy. These replace those detailed in the main policy wording. Additional claims conditions may apply to the covers provided under this section.

## 1 Insured Persons' Responsibilities

An **insured person** must:

- a tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in their favour
- b co-operate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep **us** updated with progress of the claim and not hinder **us**
- c take reasonable steps to claim back **legal costs** and, where recovered, pay them to **us**
- d not negotiate, settle the claim or agree to pay **legal costs** without **our** written agreement
- e allow **us** at any time to take over a claim and conduct it in the **insured person's** name.

## 2 Claims Tainted by Dishonesty

**You**, or anyone acting for **you**, must be entirely truthful and open in any evidence, disclosure or statement given and act with complete honesty and integrity throughout a claim. Where, on the balance of probabilities and having considered carefully all the facts of a claim, it appears to the **appointed advisor** that **you** or they have breached this condition and that the breach has:

- a affected **our** assessment of **reasonable prospects of success**, or
  - b prejudiced in any part the outcome of **your** claim
- we** shall have no liability for **legal costs** incurred from the date of **your** breach.

## 3 Freedom to Choose an Appointed Advisor

- a In certain circumstances as set out in b below an **insured person** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b If:
  - i a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured person**, or
  - ii there is a conflict of interestthe **insured person** may choose a qualified **appointed advisor** except, where the **insured person's** claim is to be dealt with by the Employment Tribunal or **small claims court**, **we** shall always choose the **appointed advisor**.
- c Where the **insured person** wishes to exercise the right to choose, the **insured person** must write to **us** with their preferred representative's contact details.

- d Where the **insured person** chooses to use their preferred representative, **we** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that **we** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them, including rates which may be lower than those available from other firms).
- e If the **insured person** 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 person**, **our** liability in respect of the claim will end immediately.
- f In respect of pursuing a claim under:
  - i Sub-Section A – Legal Guard, Cover 13 – Contract and Debt Recovery
  - ii Sub-Section B – Family Legal Guard, Cover 1 – Employment, Cover 2 – Contract, Cover 4 – Personal Injury and Cover 5 – Clinical Negligencethe **insured person** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**) where legally permitted.

## 4 Consent

- a The **insured person** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- b An **insured person** must have **your** agreement to claim under this section.

## 5 Barrister's Opinion

**We** may require an **insured person** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of a claim. If the opinion supports the **insured person**, then **we** will reimburse the costs of that opinion. The most **we** will reimburse is the amount **we** have agreed to pay to obtain the opinion. If that opinion conflicts with advice obtained by **us**, then **we** will pay for a final opinion which shall be binding on the **insured person** and **us**. This does not affect the **insured person's** rights under Claims Condition 7 Arbitration.

## 6 Contribution

**We** will not pay more than **our** 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.

## 7 Arbitration

If any dispute between **you** and **us** arises from this **policy**, **you** can make a complaint to **us** as described in the How to make a complaint Section of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns and the matter can be dealt with by the Financial Ombudsman Service **you** can ask them to arbitrate over the complaint.

If the dispute cannot be dealt with by the Financial Ombudsman Service, it can be referred for independent arbitration to a qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred.

If **we** and **you** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate an arbitrator. The arbitration shall be subject to the Arbitration Act 1996 or equivalent legislation in Scotland, the Channel Islands or the Isle of Man; the arbitrator's decision shall be binding on the parties.

## 8 Discharge of Liability

- a **We** can settle the claim by paying the fair value of the **insured person's** claim.
- b If the **insured person** refuses to settle the claim following advice to do so from the **appointed advisor we** reserve the right to refuse to pay further costs.

# Legal Expenses Section

(Cover is only operative if shown as insured on the **schedule**.)

## Sub-Section A – Legal Guard

This sub-section provides cover for legal matters arising from **your business**.

### Cover

**We** will pay:

- a **legal costs** including the cost of appeals up to the limit of indemnity shown on the **schedule** for all claims related by time or originating cause
  - b compensation awards under Cover 2 – Employment Compensation Awards
- subject to all of the following requirements being met:
- i the **insured person** complies with and is subject to the terms and conditions of this **policy** and co-operates with **us** fully
  - ii the claim (unless otherwise stated) arises in connection with the **business** and occurs within the **territorial limits**
  - iii 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 person** first becomes aware of circumstances which could give rise to a claim
  - iv unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by **us**
    - a in any claim to be heard by an Employment Tribunal
    - b before proceedings have been or need to be issued
  - v any dispute being dealt with through mediation or by a court, tribunal, Advisory, Conciliation and Arbitration Service (ACAS) or a relevant regulatory or licensing body within the **territorial limits**.

**Our** maximum liability under item b of this cover will not exceed £1,000,000 in any one **period of insurance**.

### Cover 1 – Employment

**We** will cover **you** in respect of a dispute between **you** and **your employee**, **ex-employee**, or a prospective employee, arising from a breach or an alleged breach of their:

- a contract of service with **you**
- b related legal rights.

**You** can claim under this section as soon as internal procedures as set out in the:

- i ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- ii Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

### Exclusions to Cover 1 – Employment

**We** will not pay for any claim arising from or relating to:

- a the pursuit of an action by **you** other than an appeal against the decision of a court or tribunal
- b actual or alleged redundancy that is notified to **employees** within 180 days of the start of this section, except where **you** have had equivalent cover in force up until the start of this section
- c **legal costs** incurred for preparation for an internal disciplinary hearing, grievance or appeal
- d a pension scheme where actions are brought by ten or more **employees** or **ex-employees**.

### Cover 2 – Employment Compensation Awards

Following a claim **we** have accepted under Cover 1 – Employment, **we** will pay any:

- a basic and compensatory award, or
- b amount agreed by **us** in settlement of a dispute provided that compensation is:
  - i agreed through mediation, conciliation or under a settlement approved by **us** in advance, or
  - ii awarded by a tribunal judgment after full argument unless given by default.

### Exclusions to Cover 2 – Employment Compensation Awards

**We** will not pay for compensation awards and settlements relating to:

- a
  - i trade union membership, industrial or labour arbitration or collective bargaining agreements
  - ii civil claims or statutory rights relating to trustees of occupational pension schemes
- b money due to an **employee** under a contract or a statutory provision relating thereto.

### Cover 3 – Employment Restrictive Covenants

**We** will cover **you** in respect of:

- a a dispute with **your employee** or **ex-employee** which arises from their breach of a restrictive covenant where **you** are seeking financial remedy or damages provided that the restrictive covenant:
  - i is designed to protect **your** legitimate **business** interests for a period not exceeding 12 months, and
  - ii is evidenced in writing and signed by **your employee** or **ex-employee**, and
  - iii extends no further than is reasonably necessary to protect the **business** interests.
- b a dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

## Cover 4 – Tax Disputes

We will cover **you** in respect of:

- a a formally notified enquiry into **your business** tax
  - b a dispute about **your** compliance with HM Revenue and Customs regulations relating to **your employees**, workers or payments to contractors
  - c a dispute with HM Revenue and Customs about Value Added Tax
- provided that:
- i **you** keep proper records in accordance with legal requirements
  - ii in respect of any appealable matter **you** have requested an internal review from HM Revenue and Customs where available.

## Exclusions to Cover 4 – Tax Disputes

We will not pay for any claim arising from or relating to:

- a tax returns which are submitted late or for any other reason, result in HM Revenue and Customs imposing a penalty, or which contain careless and/or deliberate misstatements or omissions
- b an investigation by the Fraud Investigation Service of HM Revenue and Customs
- c circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements
- d any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
- e **your** failure to register for Value Added Tax.

## Cover 5 – Property

We will cover **you** in respect of a dispute relating to **property** which **you** own or is **your** responsibility:

- a following an event which causes physical damage to **your property**
- b following a public or private nuisance or trespass
- c which **you** wish to recover or repossess from an **employee** or ex-**employee**.

## Exclusions to Cover 5 – Property

We will not pay for any claim arising from or relating to:

- a a contract between **you** and a third party except for a claim under Cover 5c – Property
- b goods lent or hired out
- c controls or permissions placed on land or property by any government, local or public authority.

## Cover 6 – Legal Defence

We will provide cover in respect of:

- a a criminal investigation or enquiry by the police or other bodies with the power to prosecute where it is suspected that an offence may have been committed that could lead to an **insured person** being prosecuted
- b the charge of an offence or alleged offence which leads to an **insured person** being prosecuted in a court of criminal jurisdiction.

## Exclusions to Cover 6 – Legal Defence

We will not pay for any claim arising from or relating to a parking offence.

## Cover 7 – Compliance and Regulation

We will provide cover in respect of:

- a the receipt of a statutory notice that imposes terms against **you** which **you** wish to appeal
- b the notice of a formal investigation or disciplinary hearing by any professional or regulatory body
- c a civil action alleging wrongful arrest arising from an allegation of theft
- d a claim against **you** for compensation under Article 82 of the General Data Protection Regulation (Regulation (EU) 2016/679) or any equivalent data protection laws applicable to England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man provided that:
  - i **you** are registered with the Information Commissioner
  - ii **you** are able to evidence that **you** have in place a process to:
    - 1 investigate complaints and data subjects regarding a breach of their privacy rights
    - 2 offer suitable redress where a breach has occurred and that **your** complaints process has been fully engaged
- e a civil action alleging that an **insured person** has:
  - i committed an act of unlawful discrimination, or
  - ii failed to correctly exercise their fiduciary duty as a trustee of a pension fund set up for the benefit of **your employees**.

## Exclusions to Cover 7 – Compliance and Regulation

We will not pay for any claim arising from or relating to:

- a the pursuit of an action by **you** other than an appeal
- b a routine inspection by a regulatory authority
- c an enquiry, investigation or enforcement action by HM Revenue and Customs
- d a claim brought against **your business** where unlawful discrimination has been alleged.

## Cover 8 – Statutory Licence Appeals

We will cover **you** in respect of an appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew a licence or compulsory registration required to run **your business**.

## Cover 9 – Loss of Earnings

We will provide cover in respect of an **insured person's** absence from work:

- a to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the **appointed advisor**, or
  - b whilst on jury service
- which results in a loss of earnings.

## Exclusions to Cover 9 – Loss of Earnings

We will not pay for any sum which can be recovered from the court or tribunal.

## Cover 10 Personal Injury

We will provide cover in respect of an event that causes bodily injury to, or the death of, an **insured person** or a member of their immediate family.

## Exclusions to Cover 10 Personal Injury

We will not pay for any claim arising from or relating to a condition, illness or disease which develops gradually over time.

## Cover 11 – Executive Suite

This cover applies only to **you**, the **directors**, **partners** and executive officers of **your business**.

We will provide cover in respect of:

- a an HM Revenue and Customs enquiry into personal tax affairs
- b a motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from the **business** premises
- c a claim that arises from personal identity theft provided that the person claiming has sought and followed advice from the Identity Theft Advice and Resolution Service
- d a dispute that arises from the terms of **your business** partnership agreement that is to be referred to mediation
- e crisis communication as described in Cover 12 – Crisis Communication for **you** or the **directors**, **partners** and executive officers of **your business** for matters occurring in **your** or their private or personal capacity that cause significant adverse publicity or reputational damage.

Our liability under items 11d and 11e above will not exceed £25,000.

## Exclusions to Cover 11 – Executive Suite

We will not pay for:

- a any claim arising from or relating to:
  - i tax returns which are submitted late or for any other reason, result in HM Revenue and Customs imposing a penalty or which contain careless or deliberate misstatements or omissions
  - ii an investigation by the Fraud Investigation Service of HM Revenue and Customs
  - iii circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **you** or their financial arrangements
  - iv any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
  - v a parking offence
- b crisis communication costs for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

## Cover 12 – Crisis Communication

Following an event which causes significant adverse publicity or reputational damage which is likely to have a widespread financial impact on **your business**, we will:

- a liaise with **you** and **your** solicitor (whether the solicitor is an **appointed advisor** under this section, or acts on **your** behalf under any other policy or section of this **policy**), to draft a media statement or press release
- b arrange, support and represent an **insured person** at an event which media will be reporting
- c prepare communication for **your** staff/customers/suppliers and/or a telephone or website script or social media messaging
- d support an **insured person** by taking phone calls/emails and managing interaction with media outlets
- e support and prepare an **insured person** for media interviews

provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

Our liability under this cover will not exceed £25,000 in respect of any one claim.

## Exclusions to Cover 12 – Crisis Communication

We will not pay for any claim arising from or relating to:

- a matters that should be dealt with through **your** normal complaints procedures
- b a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast.

## Cover 13 – Contract and Debt Recovery

We will provide cover in respect of a breach or alleged breach of an agreement or alleged agreement which has been entered into by **you** or on **your** behalf to buy, sell, hire or lease goods or services or to rent **your business premises**, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit control procedures.

## Exclusions to Cover 13 – Contract and Debt Recovery

We will not pay for any claim arising from or relating to:

- a an amount which is less than £200
- b a dispute with a tenant, ex-tenant or lessee where **you** are the landlord or lessor
- c the sale or purchase of land or buildings
- d loans, mortgages, endowments, pensions or any other financial product
- e computer hardware, software, internet services or systems which:
  - i have been supplied by **you**, or
  - ii have been tailored to **your** requirements
- f a breach or alleged breach of a professional duty by an **insured person**
- g the settlement payable under an insurance policy
- h a dispute relating to an **employee** or ex-**employee**
- i adjudication or arbitration.

## Sub-Section B – Family Legal Guard

(The cover described below is only operative if shown on the **schedule**)

This sub-section provides personal legal expenses cover for **you** and **your** spouse or domestic or civil partner and **your** or their relatives or dependents who permanently live with **you** (including **yours** and **your** partner's children, while they are away from home for the purposes of higher education).

## Cover

We will pay **legal costs** including the cost of appeals up to the limit of indemnity shown on the **schedule** for all claims related by time or originating cause subject to all of the following requirements being met:

- a the **insured person** complies with and is subject to the terms and conditions of this **policy** and co-operates with **us** fully
- b the claim (unless otherwise stated) occurs within the **territorial limits**
- c the claim:
  - i always has **reasonable prospects of success**, and
  - ii is reported to **us**
    - a during the **period of insurance**
    - b as soon as the **insured person** first becomes aware of circumstances which could give rise to a claim

- d unless there is a conflict of interest, the **insured person** always agrees to use the **appointed advisor** chosen by us
- i in any claim to be heard by the **small claims court**
- ii before proceedings have been or need to be issued
- e any dispute being dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body within the **territorial limits**.

## Cover 1 – Employment

**We** will provide cover in respect of a dispute with an **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 in the:

- a Advisory, Conciliation and Arbitration Service (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 person** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

## Exclusions to Cover 1 – Employment

**We** will not pay for any claim arising from or relating to:

- a a dispute arising solely from personal injury
- b defending the **insured person** other than defending an appeal
- c **legal costs** for an employer's internal disciplinary process or an **employee's** grievance hearing or appeal
- d an **insured person's** employer's or ex-employer's pension scheme
- e a compromise or settlement agreement between the **insured person** and their employer unless such agreement arises from an ongoing claim under this section.

## Cover 2 – Contract

**We** will provide cover in respect of a dispute arising out of an agreement or alleged agreement which has been entered into by an **insured person** 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.

## Exclusions to Cover 2 – Contract

**We** will not pay for any claim arising from or relating to:

- a a dispute with a tenant or lessee where the **insured person** is the landlord or lessor
- b loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- c the **insured person's** business activities, trade, venture for gain, profession or employment
- d a contract involving a motor vehicle
- e a settlement due under an insurance policy
- f construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including Value Added Tax.

## Cover 3 – Property

**We** will provide cover in respect of a dispute relating to **property** which an **insured person** owns or is responsible for following:

- a an event which causes physical damage to the **insured person'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.

## Exclusions to Cover 3 – Property

**We** will not pay for:

- a the first £250 of any claim under Cover 3b – Property. This is payable by the **insured person** as soon as **we** accept the claim
- b any claim arising from or relating to:
  - i a contract entered into by an **insured person**
  - ii any building or land other than **your** main home
  - iii a motor vehicle
  - iv defending any dispute under Cover 3a – Property other than defending a counter claim or an appeal
  - vi a dispute with any party other than the person(s) who caused the damage, nuisance or trespass
  - vii controls or permissions placed on land or property by any government, local or public authority.

## Cover 4 – Personal Injury

**We** will provide cover in respect of an event that causes bodily injury to, or the death of an **insured person**.

## Exclusions to Cover 4 – Personal Injury

**We** will not pay for any claim arising from or relating to a condition, illness or disease which develops gradually over time.

## Cover 5 – Clinical Negligence

**We** will provide cover for an **insured person** in respect of a dispute arising from alleged clinical negligence or malpractice.

## Exclusions to Cover 5 – Clinical Negligence

**We** will not pay for:

- a any claim arising from or relating to a contract dispute
- b defence of any dispute other than an appeal.

## Cover 6 – Tax Disputes

**We** will provide cover in respect of a formal enquiry into an **insured person's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

## Exclusions to Cover 6 – Tax Disputes

**We** will not pay for any claim arising from or relating to:

- a tax returns where HM Revenue and Customs impose a penalty or which contain careless and/or deliberate misstatements or omissions
- b a business or venture for gain of the **insured person**
- c circumstances where the Disclosure of Tax Avoidance Scheme regulations apply or should apply to the **insured person's** financial arrangements
- d any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland
- e an investigation by the Fraud Investigation Service of HM Revenue and Customs.

## Cover 7 – Legal Defence

**We** will provide cover for an **insured person** in respect of:

### Work

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

- a the **insured person** being interviewed by the police or others with the power to prosecute

- b a prosecution being brought against the **insured person** in a court of criminal jurisdiction
- c civil proceedings being brought against the **insured person** under unfair discrimination laws.

#### **Motor**

A motoring prosecution being brought against the **insured person**.

#### **Other**

A formal investigation or disciplinary hearing being brought against the **insured person** by a professional or regulatory body.

### **Exclusions to Cover 7 – Legal Defence**

**We** will not pay for any claim arising from or relating to:

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

### **Cover 8 – Loss of Earnings**

**We** will provide cover in respect of an **insured person's** absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the require of the **appointed advisor** or whilst on jury service which results in loss of earnings.

### **Exclusions to Cover 8 – Loss of Earnings**

**We** will not pay for any sum which can be recovered from the court or tribunal.

### **Cover 9 – Identity Theft**

**We** will cover an **insured person** in respect of a dispute arising from the use of the **insured person's** personal information without their permission to commit fraud or other crimes provided the **insured person** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

### **Exclusions to Cover 9 – Identity Theft**

**We** 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.

### **Exclusions to Sub-Section B – Family Legal Guard**

**We** will not pay for any claim arising from or relating to:

- a an amount below £100
- b an **insured person's** deliberate or reckless act
- c clinical negligence except as provided for under Cover 5 Clinical Negligence.

**To make a claim, call 0345 122 8930**  
Please save this number to **your** mobile phone

**Ageas Insurance Limited**

*Registered address*

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

[www.ageas.co.uk](http://www.ageas.co.uk)

Registered in England and Wales No 354568

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