

Business Legal Guard

Policy Summary

This is a summary of the cover available under the Legal Expenses Section of your policy. It does not include all the policy benefits, limits and exclusions. Full terms and conditions can be found in the Business Legal Guard policy wording, a copy of which is available from your agent.

The Legal Expenses Section forms part of a policy that is an annual insurance contract underwritten by Ageas Insurance Limited.

Legal expenses cover is not available in isolation and can only be provided as part of your main Ageas policy.

Where legal expenses cover is operative, Sub-Section A – Legal Guard of the Business Legal Guard wording applies. Sub-Section B – Family Legal Guard is only operative where Household Contents cover has been selected under the Property Section.

All claims reported under the Legal Expenses section will be handled by our claims administrator who is ARAG plc. ARAG are authorised and regulated by the Financial Conduct Authority.

In order for a legal expenses claim to be considered under this policy, it must always be more than likely that your claim will be successful. Unless there is a conflict of interest, our claims administrator will choose an appointed advisor until proceedings need to be issued or in any claim dealt with by an Employment Tribunal or the small claims court.

Claims must be reported during the period of insurance and as soon as you become aware of circumstances that could lead to a claim. Any incident that happens before cover commences and which the insured person knows or ought reasonably to know that could lead to a claim will not be covered.

You must always contact our claims administrator before appointing a solicitor to act for you. Failure to do so may prejudice your position and result in the non-payment of your claim.

Summary of cover

Sub-Section A – Legal Guard

Significant features and benefits	Significant exclusions or limitations
<p>Sub-Section A – Legal Guard Legal costs up to £100,000 any one claim (including the cost of appeals) unless otherwise stated, for legal matters arising from the business for the following:</p>	
<p>1 Employment A dispute with a past, present or prospective employee, arising from a breach or an alleged breach of their contract of service with you or related legal rights</p>	<ul style="list-style-type: none"> • Pursuit of an action other than an appeal against the decision of a court or tribunal • Any redundancy related claim within 180 days of the inception of the cover, except where you have had equivalent cover in force up until the start of this policy • Legal costs incurred to prepare for an internal disciplinary hearing, grievance or appeal • A pension scheme where actions are brought by ten or more employees or ex-employees
<p>2 Employment Compensation Awards</p> <ul style="list-style-type: none"> • Only where a claim has been accepted under Cover 1 above (Employment) • Basic and compensatory awards made against you by a tribunal or an amount agreed by us to settle a dispute provided that compensation is: <ul style="list-style-type: none"> - agreed through mediation, conciliation or under a settlement approved by us in advance or - awarded by an tribunal judgement after full argument unless given by default 	<ul style="list-style-type: none"> • Up to £1,000,000 in any one period of insurance • Compensation awards and settlements relating to: <ul style="list-style-type: none"> - trade union membership, industrial or labour arbitration or collective bargaining agreements - civil claims or statutory rights relating to trustees of occupational pension schemes • Money due to an employee under a contract or statutory provision relating thereto
<p>3 Employment Restrictive Covenants A dispute with an employee or ex-employee which arises from their breach of a restrictive covenant or a party who alleges that you have breached their legal rights protected by a restrictive covenant</p>	<p>The restrictive covenant must not:</p> <ul style="list-style-type: none"> • exceed 12 months • extend further than is necessary to protect the business interests
<p>4 Tax Disputes</p> <ul style="list-style-type: none"> • A formal enquiry into the business' tax • A dispute about your compliance with HM Revenue and Customs regulations relating to employees, workers or payments to contractors • Disputes with HM Revenue and Customs about Value Added Tax 	<ul style="list-style-type: none"> • Where legal timescales have not been met or where careless and/or deliberate misstatements or omissions have been made • An investigation by the Fraud Investigation Service of HM Revenue and Customs • Circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply • Any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland • Your failure to register for Value Added Tax
<p>5 Property A dispute relating to property owned by you or that you are responsible for:</p> <ul style="list-style-type: none"> • following physical damage or a public or private nuisance or trespass • which you wish to recover or repossess from an employee or ex-employee 	<ul style="list-style-type: none"> • Where a contract exists between you and a third party (other than the recovery or repossession of property from an employee or ex-employee) • Goods lent or hired out • Compulsory purchase, demolition, restriction, controls or permissions placed on land or property by any government, local or public authority
<p>6 Legal Defence Defence costs:</p> <ul style="list-style-type: none"> • for a criminal investigation or enquiry by the police or other body where it is suspected that an offence may have been committed that could lead to an insured person being prosecuted • for an offence or alleged offence which leads to prosecution in a court of criminal jurisdiction 	<p>Parking offences</p>

Sub-Section A – Legal Guard continued

Significant features and benefits	Significant exclusions or limitations
<p>7 Compliance and Regulation</p> <ul style="list-style-type: none"> • Receipt of a Statutory Notice that imposes terms against which you wish to appeal • Notice of a formal investigation or disciplinary hearing by any professional or regulatory body • Civil action alleging wrongful arrest arising from an allegation or theft • Defence of a civil action brought under 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 	<ul style="list-style-type: none"> • Pursuit of an action by you other than an appeal • Routine inspection by a regulatory authority • An enquiry, investigation or enforcement by HM Revenue and Customs • A claim brought against the business where unlawful discrimination has been alleged
<p>8 Statutory Licence Appeals</p> <p>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 the business</p>	
<p>9 Loss of Earnings</p> <p>Loss of earnings following an insured person's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the appointed advisor or whilst on jury service</p>	<p>Any amount which can be recovered from the court or tribunal</p>
<p>10 Personal Injury</p> <p>An event that causes bodily injury to, or death of, an insured person</p>	<p>A condition, illness or disease that gradually develops over time</p>
<p>11 Executive Suite</p> <p>This cover is only available to the proprietor, directors, partners and executive officers of the business</p> <ul style="list-style-type: none"> • A HM Revenue and Customs enquiry into personal tax affairs • A motoring prosecution that arises from driving for personal, social or domestic use, including commuting to or from the business premises • A claim for personal identity theft • A dispute that arises from the terms of your business partnership agreement that is to be referred to mediation (up to £25,000 any one claim) • Crisis communication as described in Cover 12 Crisis Communication below for matters occurring in their private and personal capacity and that cause reputational damage (up to £25,000 in any one claim) 	<ul style="list-style-type: none"> • Any claim where you have not met legal timescales or where you have made careless and/or deliberate misstatements or omissions • An investigation by the Fraud Investigation Service of HM Revenue and Customs • Circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply • Personal identity theft where the person claiming has not sought and followed advice from the Identity Theft Advice and Resolution helpline • Any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland • Parking offences • Crisis communication costs for a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast
<p>12 Crisis Communication</p> <p>Access to professional public relations support and crisis communication services following an event which causes significant adverse media publicity or reputational damage to the business</p>	<ul style="list-style-type: none"> • Up to £25,000 any one claim • Any claim where you have not sought and followed advice from the Crisis Communication helpline • Matters that should be dealt with through normal complaints procedures • A matter has not actually resulted in adverse publicity appearing online, in print or broadcast
<p>13 Contract and Debt Recovery</p> <ul style="list-style-type: none"> • A breach or alleged breach of an agreement or alleged agreement which has been entered into by your or on your behalf to buy, sell, hire, or lease goods or services or to rent your business premises • If you are claiming for an undisputed debt you must first have exhausted your normal credit control procedures 	<ul style="list-style-type: none"> • An amount which is less than £200 • Disputes with a tenant or lessee where you act as landlord or lessor • Sale or purchase of land or buildings • Loans, mortgages, endowments, pensions or any other financial product • Computer systems supplied by you or tailored to your requirements • Breach or alleged breach of a professional duty by an insured person • Settlement under an insurance policy • Disputes relating to employees or ex-employees • Adjudication or arbitration

Sub-Section B – Family Legal Guard

Significant features and benefits	Significant exclusions or limitations
<p>Sub-Section B – Family Legal Guard Legal costs up to £50,000 (including communication costs and the cost of appeals) unless otherwise stated, for personal legal expenses for the following:</p>	<ul style="list-style-type: none"> • An amount which is less than £100 • Any claim where the insured person has acted deliberately or recklessly
<p>1 Employment A dispute with a past, present or prospective employer, relating to a contract of employment or related legal rights.</p> <p>A claim can be made under the policy as soon as internal procedures as set out in the:</p> <ul style="list-style-type: none"> • ACAS Code of Practice for Disciplinary and Grievance Procedures, or • Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded 	<ul style="list-style-type: none"> • Disputes arising solely from personal injury • Defending an insured person other than defending an appeal • Costs incurred for an internal disciplinary hearing, grievance or appeal • An insured person's employer's or ex-employer's pension scheme • A compromise or settlement agreement between the insured person and their employer unless such agreement arises from an ongoing claim under this section
<p>2 Contract A dispute arising from an agreement entered into by the insured person for:</p> <ul style="list-style-type: none"> • buying or hiring consumer goods or services • privately selling goods including your home • renting your home as a tenant • occupying your main home under a lease 	<ul style="list-style-type: none"> • Disputes with a tenant or lessee where the insured person is the landlord or lessor • Loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments • The insured person's business activities, trade, venture for gain, profession or employment • A contract involving a motor vehicle • Construction work or designing, converting or extending any building where the contract value exceeds £6,000 including VAT
<p>3 Property A dispute relating to physical property owned by the insured person or for which they are responsible for following:</p> <ul style="list-style-type: none"> • physical damage • private or public nuisance or trespass <p>Where a boundary is in dispute, you must have proof of where the boundary lies</p>	<ul style="list-style-type: none"> • The first £250 of each claim relating to nuisance or trespass • Any claim arising from or relating to: <ul style="list-style-type: none"> - a contract entered into by the insured person - any building or land other than your main home - a motor vehicle - defending a dispute for physical damage other than defending a counter claim or an appeal - dispute with any party other than the person who caused the damage, nuisance or trespass - controls or permissions placed on land or property by any government, local or public authority
<p>4 Personal Injury An event that causes bodily injury to, or death of, an insured person</p>	<p>A condition or illness which develops gradually over time</p>
<p>5 Clinical Negligence Dispute arising from alleged clinical negligence or malpractice</p>	<ul style="list-style-type: none"> • Contract disputes • Defending a claim other than an appeal
<p>6 Tax Disputes A formal enquiry into an insured person's personal tax affairs</p>	<ul style="list-style-type: none"> • Any claim where you have not met legal timescales or where you have made careless and/or deliberate misstatements or omissions • A business or venture for gain • Circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply • Any enquiry that concerns assets, monies or wealth outside of England, Scotland, Wales and Northern Ireland • An investigation by the Fraud Investigation Service of HM Revenue and Customs
<p>7 Legal Defence Defence costs for:</p> <ul style="list-style-type: none"> • work-related criminal prosecutions and legal action for unlawful discrimination • a motoring prosecution • a formal investigation or disciplinary hearing brought by any professional or regulatory body 	<ul style="list-style-type: none"> • Owning or driving a vehicle without motor insurance or driving without a valid licence • Parking offences

Sub-Section B – Family Legal Guard continued

Significant features and benefits	Significant exclusions or limitations
<p>8 Loss of Earnings Loss of earnings following an insured person's absence from work to attend court, tribunal, arbitration, regulatory proceedings or a professional body's disciplinary hearing at the request of the appointed advisor or whilst on jury service</p>	<p>Any amount which can be recovered from the court or tribunal</p>
<p>9 Identity Theft A dispute arising from the misuse of the insured person's personal information to commit fraud or other crimes</p>	<ul style="list-style-type: none"> • Where the person claiming has not sought and followed advice from the Identity Theft Advice and Resolution helpline • Any money claimed, material, financial or other benefit obtained as a result of the identity theft

General Exclusions or Limitations to the Legal Expenses section

Significant features and benefits	Significant exclusions or limitations
<p>General Exclusions or Limitations to the Legal Expenses section</p>	<ul style="list-style-type: none"> • Legal costs, communication costs or compensation awards incurred without our consent • 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 • 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) • In respect of a claim under Sub-Section A – Legal Guard, Cover 13 Contract and Debt Recovery and Sub-Section B – Family Legal Guard, Cover 1 Employment, Cover 2 Contract, Cover 4 Personal Injury or Cover 5 Clinical Negligence the insured person must enter into a conditional fee agreement unless the appointed advisor enters into a collective conditional fee agreement (where legally permitted)

Cancellation

During the first period of insurance, you have the right to cancel the policy within 14 days of receipt of the policy wording and schedule, or the inception date of the 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 your cancellation instructions are received. 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 occurring during the period commencing on or after inception up to the cancellation of the policy.

You may cancel the policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. Please refer to page 15 of the policy wording for full details of the cancellation procedure.

How to make a claim

If you need to make a claim under the Legal Expenses Section of your policy, please call the claims helpline on **0345 122 8930**. Lines are open from 9am to 5pm Monday to Friday (except bank holidays). 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 we will immediately pass details of the claim to one of our panel of specialist solicitors who will advise you of the best course of action and represent you in any subsequent legal proceedings, if appropriate. Please refer to page 6 of the policy wording for full details.

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. If your complaint is about the way the 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 also write to us at Customer Services Adviser at Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or email us through our website at www.ageas.co.uk/make-a-complaint.

If we cannot resolve the differences between us, you may refer your complaint to the Financial Ombudsman Service. For eligibility criteria details please refer to page 7 of the policy wording.

The Financial Ombudsman Service is an impartial complaints service which is free for customers to use. 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. Alternatively you can write to them at Financial Ombudsman Service, Exchange Tower, London, E14 9SR or phone them on **0800 023 4567**.

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.

Ageas Insurance Limited

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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, Financial Services Register No 202039.

The logo for Ageas, featuring the word "ageas" in a lowercase, sans-serif font. The letter "a" is stylized with a horizontal bar extending to the right, and the "s" has a registered trademark symbol (®) to its upper right.