



Network Motor Trade Business Legal Guard

Policy Wording

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

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Network Motor Trade Business Legal Guard

This policy wording is applicable to the Legal Expenses section of **your** Network Motor Trade **policy**. It forms a contract of insurance between **you** and **us** by which **we** agree to cover **you** in respect of the risks set out in this section, subject to the terms, conditions and exclusions of this **policy** and in consideration of **you** paying or agreeing to pay the premium.

Your Network Motor Trade **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 **your** Network Motor Trade **policy** does not meet **your** needs.

This policy has been signed for and on behalf of us.

Signed



François-Xavier Boisseau - CEO, Insurance
Ageas Insurance Limited



Important Notice

You have a duty to make a fair presentation of all material facts and circumstances 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.

How to make a Claim

All claims reported under the Legal Expenses section of **your** Ageas **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 9.00am and 5.00pm Monday to Friday (except bank holidays) by telephoning our claims administrators on **0345 122 8930**.

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, **our** claims administrator will write to **you** either:

- confirming the appointment of a qualified representative who will promptly progress the claim for **you** or
- if the claim is not covered, explaining in full why and whether **we** can assist in another way.

When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to 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.

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.

Legal Advice – 0345 122 8931

This helpline is available 24 hours per day, 365 days a year to provide confidential legal advice over the phone on legal problems, under the laws of the countries of Europe.

UK Tax Advice – 0345 122 8931

This helpline is available between 9.00am and 5.00pm from Monday to Friday to provide confidential advice over the phone on any tax matters affecting the **business** under the laws of England, Scotland, Wales and Northern Ireland.

Crisis Communication – 0345 322 0175

This helpline is available at any time to provide help to respond to negative publicity or media attention. **You** can access professional public relations support and crisis communication services. **You** are insured against the cost of crisis communication services under Cover 11 - Crisis Communication when **you** use this helpline.

Redundancy Approval – 0345 322 0176

This service is available between 9.00am and 5.00pm on weekdays (except bank holidays) to provide specialist advice if **you** are planning redundancies. This 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**.

Confidential Counselling Helpline – 0345 122 8934

This helpline is available 24 hours per day, 365 days a year for an **employee** (including family members permanently living with them) needing confidential help and advice, **our** qualified counsellors are available to provide telephone support on any matter that is causing **your employee** upset or anxiety, from personal problems to bereavement. Due to their sensitive nature counselling calls are not reported.

Legal Services Website

Register today at <http://www.araglegal.co.uk> and enter the voucher code **X1232KC79BB5**.

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**.

Please do not phone any helpline service numbers to report an insurance claim.

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

What to do if you have a complaint

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

If **your** complaint is about the way 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 also write to **us** at the address shown below or email **us** through **our** website at www.ageas.co.uk/complaints (please include **your** policy number and claim number if appropriate).

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

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

- tell **you** what **we** have done to resolve the problem; or
- acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will also let **you** know who is dealing with the matter. **We** will always aim to resolve **your** complaint within four weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response. If **we** cannot resolve the differences between **us**, **you** may refer **your** complaint to the Financial Ombudsman Service if:

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

The Financial Ombudsman Service is an independent organisation and will review **your** case. **You** can contact them on telephone number **0800 023 4567**. **You** can also write to them at the address below, however they will only consider **your** complaint once **you** have tried to resolve it with **us**.

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Alternatively, more information can be found at www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** rights to take legal proceedings.

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**.

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 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.

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 section will have the meaning defined below and replace those defined in your Ageas policy wording. Whenever the defined words are shown in the plural they take the same meaning as shown below, in plural.

Agent

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

Appointed Adviser

The solicitor, accountant, mediator or other adviser appointed by **us** to act on behalf of an **insured person**.

Business

The business shown on the **schedule** including the activities listed under the Business definition of your Ageas **policy**.

Car

Any private car, estate car or utility car.

Certificate

The proof of the motor insurance **you** need by law. The **certificate** shows:

- a what **vehicle** is covered,
- b who is allowed to drive the **vehicle**,
- c what the **vehicle** can be used for.

If **your certificate** allows driving by any driver, please refer to **your schedule** for any restrictions that may apply.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed adviser** and **our** claims administrator to pay their professional fees on the basis of "no-win no-fee".

Commercial vehicle

A motor vehicle other than a **car**, **motorcycle** or **minibus**.

Conditional Fee Agreement

A legally enforceable agreement between an **insured person** and the **appointed adviser** for paying their professional fees on the basis of no-win no-fee".

Directors

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

Employee

For this section only, a worker who has or alleges they have, entered into a contract of service with **you**.

Europe

The member countries of the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland.

Excess

The first amount of a claim **you** must pay.

Insured Person

- a **You, directors, partners**, managers, officers and **employees of your business**.
- b The estate, heirs, legal representatives or assigns of any persons mentioned in a above in the event of such person dying.
- c 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.
- d Any person permitted by **you** to drive provided that such person holds a valid licence applicable to the **vehicle** to be driven.

Legal Costs

- a Legal costs and disbursements incurred by the **appointed adviser** on the **standard basis** and agreed in advance by **us**.
- b In civil claims, other side's costs and disbursements where the **insured person** has been ordered to pay them or pays them with **our** agreement.
- c Accountancy fees incurred in connection with a claim under Cover 4 - Tax Protection of the Legal Guard cover by the **appointed adviser** and agreed by **us**.
- d An **insured persons** basic wages or salary under Cover 9 - Loss of Earnings of the Legal Guard cover, in the course of their employment with **you** while attending court or tribunal at the request of the **appointed adviser** or whilst on jury service where **you** do not pay for time lost and lost wages or salary cannot be claimed back from the court or tribunal.
- e The professional fees and expenses of an **appointed adviser** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** in connection with a claim under Cover 11 - Crisis Communication of the Legal Guard cover.

Minibus

A motor vehicle with between 9 and 16 (inclusive) passenger seats.

Motorcycle

Any motorcycle, motorcycle and sidecar or moped.

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 the **policy** is cancelled. Each renewal represents the start of a new period of insurance.

Policy

Your Ageas policy is made up of a number of documents.

These documents are:

- a **your** main policy wording
- b this policy wording where legal expenses are insured
- c the **schedule**
- d the endorsements
- e the statement of fact or proposal form.

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.
- b In criminal prosecution claims where the **insured person**:
 - i pleads guilty, a greater than 50% chance of successfully 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.

Schedule

The document that shows:

- a **your** name and address
- b **your business**
- c the **period of insurance**
- d the 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, and
- i details of any extensions or endorsements to the cover.

Small Claims Court

- a A court in England & 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 Act of Sederunt (Small Claims) Rules 2002.
- 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 the **policy** applies.

Standard Basis

Costs assessed in accordance with the Courts' Civil Procedure Rules Part 44. This means the court will only allow recovery of costs which are proportionate to the claim and which have been reasonably incurred.

Territorial Limits

- a For Cover 6 - Legal Defence, Cover 7 - Compliance & Regulation and Cover 12 - Contract & Debt Recovery **Europe**.
- b For all other covers England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Vehicle

Any **car**, **motorcycle**, **minibus** or **commercial vehicle** (excluding steam driven vehicle) which is insured under this **policy** and described in the **certificate**.

We, Us, Our,

Ageas Insurance Limited.

You, Your

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

General Exclusions

These exclusions apply to the Legal Expenses section of your policy. Additional exclusions may apply to individual covers under this section. Please refer to the Cover section for details.

1 Radioactive Contamination

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

- a ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
- b radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 War

We will not pay for any claim arising from or relating to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3 Terrorism

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

- 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 any act of terrorism.

In any action, suit or other proceedings, where **we** allege that by reason of the provisions of this condition any liability or loss is not covered by this **policy**, the burden of proving the contrary shall be upon **you**.

4 Territorial Limits

We will not pay for any claim arising from or relating to, expense or liability occurring outside the **territorial limits**.

5 Consent

We will not pay for **legal costs**, communication costs or compensation awards incurred without **our** consent.

6 Act or Omission

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

7 Allegations

We will not pay for any claim arising from or relating to an allegation against **you** or an **insured person** involving:

- a assault, violence, indecent or obscene materials, dishonesty, malicious falsehood or defamation (except in relation to Cover 11 - Crisis Communication)
- b the manufacture, dealing in or use of alcohol, illegal drugs or illegal immigration
- c offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences).

8 Personal Injury and Property

We will not pay for defending a claim in respect of damages for:

- a personal injury (other than injury to feelings in relation to Cover 1 - Employment)
- b loss or damage to property owned by the **insured person**.

9 Copyright

We will not pay for any claim arising from or relating to patents, copyright, passing-off, trade or service marks, registered designs and confidential information (except in relation to Cover 3 – Employment Restrictive Covenants).

10 Disputes

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

- a any subsidiary, parent, associated or sister company or between shareholders or partners
- b **us**, a managing agent or the party who arranged this cover (other than as provided for by Claims Condition 5 – Arbitration)
- c a dispute between **your** family members.

11 Franchise or Agency Agreements

We will not pay for any claim arising from or relating to franchise or agency agreements.

12 Judicial Review

We will not pay for any claim arising from or relating to a judicial review.

13 Fines, Penalties or Compensation

We will not pay for fines, penalties or compensation awarded against an **insured person** (except as covered under Cover 2 - Employment Compensation Awards or d of Cover 7 - Compliance & Regulation) or costs awarded against an **insured person** by a court of criminal jurisdiction.

General Conditions

These conditions apply only to the Legal Expenses section. Additional conditions may also apply to individual covers under this section. Please refer to the Covers section for details.

1 Misrepresentation

You must make a fair presentation of the risk to **us**.

This means **you** must disclose at inception or variation to this **policy** and prior to each renewal every material circumstance which **you** know or ought to know and not make misrepresentations to **us**. If **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

We will not pay for any claim that is deliberately exaggerated or where **you** or anyone acting for **you** uses, or attempts to use, fraudulent means to obtain benefits under this **policy**. If **you** or they do, or attempt to:

- a **we** will cancel this **policy** from the date of the fraudulent act
- b **we** will not refund any premiums
- c all benefit under this **policy** shall be forfeited.

We may inform the police and fraud prevention agencies of the circumstances.

3 Co-operation

It is a condition precedent to **our** liability that **insured persons** keep to the terms of this **policy** and co-operate fully with **us**.

4 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.

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) exceeds the amount of the premium paid.

5 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:

- a a change to the risk which makes it one **we** would not normally accept
- b **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:

- 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) exceeds the amount of the premium paid.

6 Renewal

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

7 Acts of Parliament, Statutory Instruments, Civil Procedure Rules and Jurisdiction

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

8 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).

9 Language

The contractual terms, conditions, exclusions and other information relating to this contact will be in the English Language.

10 Contracts (Rights of Third Parties) act

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

Claims Conditions

These conditions apply to the Legal Expenses section only and replace the claims conditions in your main Ageas policy wording. Additional conditions may also apply to individual covers under this section. Please refer to the Covers section for details.

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 adviser** to resolve the claim in their favour
- b co-operate fully with **us**, give the **appointed adviser** 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 keep **legal costs** as low as possible
- e not:
 - i negotiate, settle the claim or agree to pay **legal costs** without **our** written agreement
 - ii refuse to settle a claim following advice to do so from the **appointed adviser**.

If they do, **we** reserve the right to refuse to pay further **legal costs**.

2 Freedom to Choose an Appointed Adviser

- a In certain circumstances as set out in b below an **insured person** may choose an **appointed adviser**. In all other cases no such right exists and **we** shall choose the **appointed adviser**.
- b If:
 - i **we** agree to start proceedings or proceedings are issued against an **insured person**, or
 - ii there is a conflict of interestthe **insured person** may choose a qualified **appointed adviser** except where the **insured person's** claim is to be dealt with by the Employment Tribunal or **small claims court** where **our** claims administrator shall always choose the **appointed adviser**.
- 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 If the **insured person** dismisses the **appointed adviser** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed adviser** refuses with good reason to continue acting for an **insured person**, cover will end immediately.
- e In respect of a claim under Cover 12 - Contract & Debt Recovery **you** must enter into a **conditional fee agreement** (unless the **appointed adviser** has entered into a **collective conditional fee agreement**) where legally permitted.

3 Consent

The **insured person** must agree to **us** having sight of the **appointed adviser's** file relating to the **insured person's** claim. The **insured person** is considered to have provided consent to **us** or their appointed agent to have sight of their file for auditing and quality and cost control purposes.

4 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 **your** right under Claims Condition - 6 Arbitration.

5 Subrogation

Before or after any payment is made by **us**, **we** can negotiate, defend or settle, in **your** name and on **your** behalf, any claims made against **you**. **We** can take legal action in **your** name but for **our** benefit to recover any payment **we** have made under this **policy**.

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 What to do if you have a complaint section 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** fail to agree on a suitable person to arbitrate the matter **we** will ask the President of the relevant Law Society to nominate. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

8 Discharge of Liability

We can settle the claim by paying the fair value of the **insured person's** claim taking into consideration the merits of the claim and any supporting evidence.

Legal Guard

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

For this insurance and any extension of cover made operative on the **schedule we** will pay:

- a **legal costs** up to the limit of indemnity shown on the **schedule** and
- b compensation awards under Cover 2 - Employment Compensation Awards up to an aggregate limit of £1,000,000

for all claims related by time or originating cause, including the cost of appeals subject to all of the following requirements being met.

- i The claim (unless otherwise stated) arises in connection with the **business** and occurs within the **territorial limits**.
- ii The claim:
 - a always has **reasonable prospects of success**
 - 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.
- iii Unless there is a conflict of interest, the **insured person** always agrees to use the **appointed adviser** chosen by **us** in any claim:
 - i to be heard by the **small claims court** or an Employment Tribunal
 - ii before proceedings have been or need to be issued.
- iv Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body.

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

Cover 1 – Employment

We will pay **legal costs** 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.

A claim can be made under the **policy** provided that all 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 relating to:

- a the pursuit of an action by **you** other than an appeal
- b redundancy, alleged redundancy or unfair selection for redundancy, occurring during the first 180 days of this **policy**, except where **you** have had equivalent cover in force up until the start of this **policy**

- c **legal costs** for preparation and representation at an internal disciplinary hearing, grievance or appeal.

Cover 2 – Employment Compensation Awards

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

- a any basic and compensatory award
- b any Employment Tribunal fees under Schedule 3 of the Employment Tribunals and the Employment Appeal Tribunal Fees Order 2013 awarded against **you** by a tribunal or
- c an amount agreed by **us** in settlement of a dispute provided that:
 - i **reasonable prospects of success** exist for a wholly successful defence throughout and
 - ii compensation is:
 - a agreed through mediation or conciliation or under a settlement approved by **us** or
 - b 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 trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning a European Works Council
- b money due to an **employee** under a contract or a statutory provision relating thereto
- c civil claims or statutory rights relating to trustees of occupational pension schemes.

Cover 3 – Employment Restrictive Covenants

We will pay **legal costs** 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 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 and
 - iv does not contain restrictions in excess of 12 months
- b a dispute with another party who alleges that **you** have breached their legal rights protected by a restrictive covenant.

Cover 4 – Tax Protection

We will pay **legal costs** in respect of:

- a a formally notified aspect or full enquiry into **your** tax affairs, or into the personal tax affairs of **directors** and **partners**
- b a dispute about **your** compliance with regulations relating to:
 - i Value Added Tax
 - ii Pay As You Earn
 - iii Social Security
 - iv National Insurance Contributions
 - v the Construction Industry Scheme or
 - vi IR35
- c following a compliance check by HM Revenue & Customs an enquiry into **your** tax affairs, or into the personal tax affairs of **directors** and **partners**, arising from an alleged discovery by HM Revenue & Customs

provided that:

- i all returns are completed and have been submitted within the statutory timescales permitted
- ii **you** keep proper records in accordance with statutory requirements
- iii in respect of any appealable matter **you** have requested an Internal Review from HM Revenue & Customs where available.

Exclusions to Cover 4 – Tax Protection

We will not pay for any claim relating to:

- a tax returns which result in HM Revenue & Customs imposing a penalty or claiming interest or which contain negligent misstatements
- b an investigation by the Specialist Investigations Branch of HM Revenue & Customs
- c where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to 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 VAT.

Cover 5 – Property and Uninsured Loss Recovery

We will pay **legal costs** in respect of a dispute relating to material property which **you** own or is **your** responsibility, including **your vehicle(s)**:

- a following an event which causes physical damage to **your** material property or **your vehicle**
- 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 relating to:

- a a contract between **you** and a third party except for a claim under Cover 5c above
- b goods in transit or goods lent or hired out
- c the compulsory purchase of, or demolition restrictions, controls or permissions placed on land or property by any government, local or public authority
- d a dispute with any party other than the party who caused the damage, nuisance or trespass.

Cover 6 – Legal Defence

We will pay **legal costs** in respect of:

- a a criminal investigation or enquiry by:
 - i the police

- ii a health and safety authority or
- iii other body 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 an offence or alleged offence which leads to an **insured person** being prosecuted in a court of criminal jurisdiction
- c a motor prosecution brought against **directors** and **partners** which does not relate to the **business**.

Exclusion to Cover 6 – Legal Defence

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

Cover 7 – Compliance and Regulation

We will pay **legal costs** in respect of:

- a receipt of a Statutory Notice served against **you**
- b 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 Section 13 of the Data Protection Act 1998 including compensation awarded against **you** provided that **you** are registered with the Information Commissioner.

Exclusions to Cover 7 – Compliance and Regulation

We will not pay for any claim relating to:

- a the pursuit of an action by **you** other than an appeal
- b a routine inspection by a regulatory authority
- c a Health and Safety Executive Fee for Intervention.

Cover 8 – Statutory Licence Appeals

We will pay **legal costs** in respect of an appeal against a decision by the relevant authority to alter, suspend, revoke or refuse to renew **your** statutory licence or compulsory registration.

Cover 9 – Loss of Earnings

We will pay **legal costs** in respect of an **insured person's** absence from work to attend court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed adviser** or whilst on jury service which results in loss of earnings.

Exclusion to Cover 9 – Loss of Earnings

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

Cover 10 – Employees' Extra Protection

At **your** request **we** will pay **legal costs**:

- a where civil proceedings are issued against **your employee**:
 - i for unlawful discrimination or
 - ii in their capacity as a trustee of a pension fund set up for the benefit of **your employees**
- b where:
 - i **your employee** or a member of their family or
 - ii any person permitted by you to drive provided that such person holds a licence to drive **your vehicle** or has held and is not disqualified from holding or obtaining such a licence unless a licence is not required by law; or

- iii any person (other than the driver) permitted by **you** to use **your vehicle** for social, domestic and pleasure purposes provided such cover is shown in the certificate to motor insurance suffers physical bodily injury or death as a result of a sudden event
- c for a claim arising from personal identity theft targeted at **you, directors** or **partners**.

Exclusions to Cover 10 – Employees' Extra Protection (applicable to a and b only)

We will not pay for any claim relating to:

- a defending **you**
- b a condition, illness or disease which develops gradually over time.

Cover 11 – Crisis Communication

Following an event which causes or could cause **your business** 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 adviser** under this **policy**, or acts on **your** behalf under any other policy), to draft a media statement or press release
- b arrange, support and represent an **insured person** at a press conference and/ or
- c prepare communication for **your** customers and a telephone or website script
- d provide other assistance which in the **appointed advisor's** professional opinion is necessary to protect **your** reputation provided that **you** have sought and followed advice from **our** Crisis Communication helpline.

The maximum **we** will pay for any claim brought under Cover 11 – Crisis Communication is £10,000.

Exclusions to Cover 11 – Crisis Communication

We will not pay for any claim relating to matters that should be dealt with through **your** normal complaints procedures.

Cover 12 – Contract and Debt Recovery

We will pay **legal costs** 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 relating to the purchase, hire, hire purchase, lease, servicing, maintenance, testing, sale or provision of goods or services, provided that if **you** are claiming for an undisputed debt **you** have exhausted **your** normal credit checks.

Exclusions to Cover 12 – Contract and Debt Recovery

We will not pay for any claim relating to:

- a an amount which is less than £200
- b the letting, leasing or licensing of land or buildings where **you** act as the landlord
- 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.

To make a claim, call 0345 122 3018
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

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