

Network Motor Trade Business Legal Guard

Policy Summary

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

The policy 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 Network Motor Trade policy.

Where legal expenses cover is operative, the Legal Guard section of the Business Legal Guard wording applies.

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 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 adviser 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.

Remember, 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.

Fair Presentation

You have a duty to make a fair presentation of your risk and accurately disclose any information which may influence our acceptance or assessment of this insurance. Failure to disclose all material information and circumstances or providing false or inaccurate information may invalidate the insurance or result in claims not being paid or not being paid in full. If you are in any doubt as to whether or not any information, fact or circumstance is material, then it should be disclosed.

Legal Guard Summary of Cover

Significant Features & Benefits	Significant exclusions or limitations Not all of the exclusions and limitations applicable to the policy are shown below - please refer to the policy wording for full details.
We will pay legal costs up to £100,000 or the limit shown on the schedule including the cost of appeals for the following:	<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 Cover 2 Employment Compensation or d of Cover 7 Compliance and Regulation) or costs awarded against an insured person by a court of criminal jurisdiction.
1 Employment A dispute with a past, present or prospective employee, arising from a contract of service or breach of employment laws.	<ul style="list-style-type: none"> • Pursuit of an action other than an appeal. • Any redundancy related claim within 180 days of the inception of the policy. • Legal costs for the preparation and representation in internal grievance or disciplinary matters.
2 Employment Compensation Awards Only where a claim has been accepted under Cover 1 Employment.	<ul style="list-style-type: none"> • Up to an aggregate limit of £1 million. • Money due to an employee under a contract or statutory provision.
3 Employment Restrictive Covenants A dispute with: <ul style="list-style-type: none"> • an employee or ex-employee which arises from their breach of a restrictive covenant • a party who alleges that you have breached their legal rights protected by a restrictive covenant. 	The restrictive covenant must not: <ul style="list-style-type: none"> • extend further than is reasonably necessary to protect the business interests or • contain restrictions in excess of 12 months.
4 Tax Protection A formal aspect or full enquiry into the business' tax, a dispute following an HMRC compliance check or disputes about VAT, including an appeal.	<ul style="list-style-type: none"> • Any claim where you have been negligent or have not met legal timescales. • Investigation by the Specialist Investigations Branch of HM Revenue and Customs. • Tax avoidance.
5 Property and Uninsured Loss Recovery A dispute relating to material property or vehicles you own or are responsible for: <ul style="list-style-type: none"> • following physical damage • following 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"> • Any claim where a contract exists between you and the other party. • Goods in transit • Goods lent or hired out.
6 Legal Defence Defence costs: <ul style="list-style-type: none"> • in a criminal investigation that could lead to prosecution • if criminal proceedings are brought • in motor prosecution, for directors and partners, whether or not it relates to the business. 	<ul style="list-style-type: none"> • Parking offences.
7 Compliance and Regulation Appeal against a statutory notice or notice of formal investigations or disciplinary hearings. Civil action alleging wrongful arrest arising from an allegation or theft. Defence of a civil action brought under the Data Protection Act.	<ul style="list-style-type: none"> • Pursuit of an action other than an appeal. • Routine inspection by a regulatory authority. • A Health and Safety fee for intervention

Significant Features & Benefits	Significant exclusions or limitations Not all of the exclusions and limitations applicable to the policy are shown below - please refer to the policy wording for full details.
<p>8 Statutory Licence Appeals An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.</p>	
<p>9 Loss of Earnings Loss of earnings following attendance at a court or tribunal for a claim under this policy or whilst on jury service.</p>	<ul style="list-style-type: none"> • Any amount which can be recovered from the court or tribunal.
<p>10 Employees' Extra Protection Defence of civil proceedings: <ul style="list-style-type: none"> • for unlawful discrimination or • as a trustee of the company pension fund. Pursuit of a personal injury claim by an employee or a member of their family that arises from the business activity. Legal costs following personal identity theft targeted at you, the directors or partners.</p>	<ul style="list-style-type: none"> • Defence of the employer. • A condition, illness or disease that gradually develops over time.
<p>11 Crisis Communication Access to professional public relations support and crisis communication services to manage adverse media publicity and reputational exposure.</p>	<ul style="list-style-type: none"> • Maximum payable is £10,000. • Matters that should be dealt with through normal complaints procedures.
<p>12 Contract and Debt Recovery Contract disputes and debt recovery actions relating to the purchase, hire, lease, servicing, maintenance, sale or provision of goods or services, providing the amount in dispute exceeds £200.</p>	<ul style="list-style-type: none"> • Letting, leasing or licensing of land or buildings where you act as landlord. • Sale or purchase of land or buildings. • Loans, mortgages, pensions or any financial products. • Computer systems supplied by you or tailored to your requirements. • Employee disputes. • Breach of professional duty. • Arbitration or adjudication.

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 this policy at any other time by writing to us or alternatively by contacting your agent to confirm cancellation. Please refer to page 14 of the policy wording for full details of the cancellation procedure.

How to make a claim

If you need to make a claim under your Legal Expenses section please call the claims helpline on **0345 122 8930**. Lines are open from 9.00am to 5.00pm 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 5 of the policy wording for full details of the claim notification procedure.

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 the 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/complaints.

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 Financial Ombudsman Service, Exchange Tower, London, E14 9SR, however they will only consider your complaint once you have tried to resolve it with us. 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 **0207 741 4100**. Alternatively, more information can be found at www.fscs.org.uk

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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.