

# Business Insurance

## Business Legal Guard Policy Summary

Commercial Claims 0345 125 8859

(Monday to Friday, 9am-5pm)

This is a summary of the cover available under the Post Office Money® 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 Post Office Money® policy.

Where legal expenses cover is operative, the Legal Guard section of the Business Legal Guard wording applies. The optional extensions, Landlord's Legal Guard and Family Legal Guard, are only operative if shown as insured on the schedule.

Landlord's Legal Guard is only available for residential property.

Family Legal Guard is only available where cover for Household Contents has been selected under your main Post Office Money® policy.

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.

# Summary of Cover

Legal Guard Significant Features & Benefits	Significant exclusions or limitations
<p>We will pay legal costs up to £100,000 or the limit shown on the schedule including the cost of appeals for the following:</p>	<ul style="list-style-type: none"> <li>• Legal costs, communication costs or compensation awards incurred without our consent.</li> <li>• 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.</li> </ul>
<p><b>1 Employment</b> A dispute with a past, present or prospective employee, arising from a contract of service or breach of employment laws.</p>	<ul style="list-style-type: none"> <li>• Pursuit of an action other than an appeal.</li> <li>• Any redundancy related claim within 180 days of the inception of the policy.</li> <li>• Legal costs for the preparation and representation in internal grievance or disciplinary matters.</li> </ul>
<p><b>2 Employment Compensation Awards</b> Only where a claim has been accepted under Cover 1 Employment.</p>	<ul style="list-style-type: none"> <li>• Up to an aggregate limit of £1 million.</li> <li>• Money due to an employee under a contract or statutory provision.</li> </ul>
<p><b>3 Employment Restrictive Covenants</b> A dispute with:</p> <ul style="list-style-type: none"> <li>• an employee or ex-employee which arises from their breach of a restrictive covenant</li> <li>• a party who alleges that you have breached their legal rights protected by a restrictive covenant.</li> </ul>	<p>The restrictive covenant must not:</p> <ul style="list-style-type: none"> <li>• extend further than is reasonably necessary to protect the business interests or</li> <li>• contain restrictions in excess of 12 months.</li> </ul>
<p><b>4 Tax Protection</b> A formal aspect or full enquiry into the business' tax, a dispute following an HMRC compliance check or disputes about VAT, including an appeal.</p>	<ul style="list-style-type: none"> <li>• Any claim where you have been negligent or have not met legal timescales.</li> <li>• Investigation by the Specialist Investigations Branch of HM Revenue and Customs.</li> <li>• Tax avoidance.</li> </ul>
<p><b>5 Property</b> A dispute relating to material property you own or are responsible for:</p> <ul style="list-style-type: none"> <li>• following physical damage</li> <li>• following a public or private nuisance or trespass</li> <li>• which you wish to recover or repossess from an employee or ex-employee.</li> </ul>	<ul style="list-style-type: none"> <li>• Any claim where a contract exists between you and the other party.</li> <li>• Goods in transit.</li> <li>• Goods lent or hired out.</li> </ul>
<p><b>6 Legal Defence</b> Defence costs:</p> <ul style="list-style-type: none"> <li>• in a criminal investigation that could lead to prosecution</li> <li>• if criminal proceedings are brought</li> <li>• in motor prosecution, for directors and partners, whether or not it relates to the business.</li> </ul>	<ul style="list-style-type: none"> <li>• Parking offences.</li> </ul>
<p><b>7 Compliance and Regulation</b> 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.</p>	<ul style="list-style-type: none"> <li>• Pursuit of an action other than an appeal.</li> <li>• Routine inspection by a regulatory authority.</li> <li>• A Health and Safety fee for intervention.</li> </ul>
<p><b>8 Statutory Licence Appeals</b> An appeal against a decision to alter, suspend, revoke or refuse to renew a statutory licence or registration.</p>	

Legal Guard Significant Features & Benefits	Significant exclusions or limitations
<p><b>9 Loss of Earnings</b> 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"> <li>Any amount which can be recovered from the court or tribunal.</li> </ul>
<p><b>10 Employees' Extra Protection</b> Defence of civil proceedings:  <ul style="list-style-type: none"> <li>for unlawful discrimination or</li> <li>as a trustee of the company pension fund.</li> </ul> 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"> <li>Defence of the employer.</li> <li>A condition, illness or disease that gradually develops over time.</li> </ul>
<p><b>11 Crisis Communication</b> 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"> <li>Maximum payable is £10,000.</li> <li>Matters that should be dealt with through normal complaints procedures.</li> </ul>
<p><b>12 Contract and Debt Recovery</b> 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"> <li>Letting, leasing or licensing of land or buildings where you act as landlord.</li> <li>Sale or purchase of land or buildings.</li> <li>Loans, mortgages, pensions or any financial products.</li> <li>Computer systems supplied by you or tailored to your requirements.</li> <li>Employee disputes.</li> <li>Breach of professional duty.</li> <li>Arbitration or adjudication.</li> </ul>

Landlord's Legal Guard (Optional Extension) Significant Features & Benefits	Significant exclusions or limitations
<p>We will pay your legal costs up to £50,000 or the limit shown on your schedule including the cost of appeals for the following:</p>	<ul style="list-style-type: none"> <li>In relation to rent arrears, your claim must be reported within 60 days of the rent first becoming due.</li> <li>Any claim during the first 90 days of the first period of insurance where the tenancy agreement started before cover commenced.</li> <li>Any claim arising from or relating to rent reviews, rent control, leasehold valuations or the jurisdiction of the First-tier Tribunal (Property Chamber).</li> </ul>
<p><b>1 Repossession</b> Legal costs to pursue repossession of property let:  <ul style="list-style-type: none"> <li>in England, Scotland or Wales as an assured shorthold, shorthold or assured tenancy under the 1988 Housing Act as amended by subsequent legislation</li> <li>in Northern Ireland subject to the Private Tenancies (NI) Order</li> <li>to a limited company or business partnership</li> <li>under licence agreements if you live at the property.</li> </ul> </p>	<ul style="list-style-type: none"> <li>The correct notices for repossession of the property must have been given to the tenant.</li> <li>There must be mandatory grounds for repossession.</li> </ul>
<p><b>2 Property Damage, Nuisance and Trespass</b> Pursuit of a claim if your property and anything owned by you are physically damaged or affected by a public nuisance or trespass.</p>	<ul style="list-style-type: none"> <li>You must prepare, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the property which the tenant has signed and keep rental records up to date.</li> <li>Damage that arises from a contract other than a tenancy agreement.</li> <li>Trespass by your tenant or ex-tenant.</li> </ul>

<b>Landlord's Legal Guard (Optional Extension)</b>	
<b>Significant Features &amp; Benefits</b>	<b>Significant exclusions or limitations</b>
<p><b>3 Recovery of Rent Arrears</b> Pursuit of a claim to recover rent arrears owed under a tenancy agreement for your property.</p>	
<p><b>4 Accommodation and Storage Costs</b> Accommodation and storage costs while you are unable to get possession of your property.</p>	<ul style="list-style-type: none"> <li>You must be repossessing your property to live in it yourself.</li> <li>Accommodation costs exceeding £175 per day and in excess of £5,250 in total.</li> <li>Storage costs exceeding £50 for each complete week and in excess of £300 in total.</li> </ul>
<p><b>5 Prosecution Defence</b> Defence costs in respect of a prosecution that relates to the letting of your property.</p>	

<b>Family Legal Guard (Optional Extension)</b>	
<b>Significant Features &amp; Benefits</b>	<b>Significant exclusions or limitations</b>
<p>We will pay the insured person's legal costs and communication costs up to £50,000 or the limit shown in your schedule including the cost of appeals for the following:</p>	<p>In respect of a claim under Cover 1, Cover 2, Cover 4 or Cover 5 the insured person must enter into a conditional fee agreement unless the appointed adviser enters into a collective conditional fee agreement (where legally permitted). We will not pay any claim where the amount is below £100. Any claim where the insured person has acted deliberately or recklessly.</p>
<p><b>1 Employment</b> A dispute with a past, present or prospective employer, arising from a contract of service or related legal rights.</p>	<ul style="list-style-type: none"> <li>Disputes arising solely from personal injury.</li> <li>Defending an insured person other than defending a counter claim or an appeal.</li> </ul>
<p><b>2 Contract</b> A dispute arising from an agreement entered into for:</p> <ul style="list-style-type: none"> <li>buying or hiring consumer goods or services including the insured person's home</li> <li>privately selling goods including your home</li> <li>renting your home as a tenant or occupying your home under a lease.</li> </ul>	<ul style="list-style-type: none"> <li>Disputes with tenants or where the insured person is the landlord or lessor.</li> <li>Loans, mortgages, savings, banking, pensions or investment products.</li> <li>A contract involving a motor vehicle.</li> <li>Construction work or designing.</li> <li>Converting or extending any building where the contract value exceeds £6,000 including VAT.</li> </ul>
<p><b>3 Property</b> A dispute relating to physical property which the insured person owns or is responsible for following:</p> <ul style="list-style-type: none"> <li>physical damage</li> <li>private or public nuisance or trespass.</li> </ul>	<ul style="list-style-type: none"> <li>The first £250 of each claim relating to nuisance or trespass.</li> <li>Any building or land other than your main home.</li> </ul>
<p><b>4 Personal Injury</b> Pursuit of a claim following a sudden event directly causing physical injury or death.</p>	<ul style="list-style-type: none"> <li>A condition or illness which develops gradually over time.</li> <li>Nervous shock, depression or psychological symptoms where physical injury has not been sustained.</li> <li>Defending any dispute other than an appeal.</li> </ul>
<p><b>5 Clinical Negligence</b> Pursuit of a claim where physical injury has been caused by clinical negligence.</p>	<ul style="list-style-type: none"> <li>Claims relating to a contract.</li> <li>Defending any dispute other than an appeal.</li> </ul>

Family Legal Guard (Optional Extension)	
Significant Features & Benefits	Significant exclusions or limitations
<p><b>6 Tax</b> A formal aspect or full enquiry into the insured's personal tax affairs.</p>	<ul style="list-style-type: none"> <li>• Tax Avoidance.</li> <li>• Wealth, assets or money located outside of Great Britain and Northern Ireland.</li> <li>• Investigation by the Specialist Investigations Branch of HM Revenue and Customs.</li> </ul>
<p><b>7 Legal Defence</b> Defence costs for:</p> <ul style="list-style-type: none"> <li>• work-related prosecutions and legal action for unlawful discrimination</li> <li>• a motoring prosecution</li> <li>• an investigation or disciplinary hearing brought by any professional or regulatory body.</li> </ul>	<ul style="list-style-type: none"> <li>• Owning or driving a vehicle without motor insurance or driving without a valid licence.</li> <li>• Parking offences.</li> </ul>
<p><b>8 Loss of Earnings</b> Loss of earnings following attendance at a court or tribunal for a claim under this policy or whilst on jury service.</p>	<p>Maximum payable is £1,000.</p>
<p><b>9 Identity Theft</b> A dispute arising from the misuse of the insured person's personal information to commit fraud or other crimes.</p>	<p>Any material, financial or other benefit obtained as a result of the identity theft.</p>

## Cancellation

During the first period of insurance, you have the right to cancel this policy within 14 days of receipt of the policy wording and schedule, or the inception date of this policy whichever is the later, 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 125 8859**. 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 Customer Service Manager, Gallagher Heath Insurance Services, Suffolk House, George Street, Croydon, CR0 1PE 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](http://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.

You can contact the Financial Ombudsman Service at Exchange Tower, London, E14 9SR however they will only consider your complaint once you've tried to resolve it with us.

Alternatively, more information can be found at [www.financial-ombudsman.org.uk](http://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. 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)

## Ageas Insurance Limited

### Registered office address

Ageas House  
Hampshire Corporate Park  
Templars Way  
Eastleigh  
SO53 3YA

Registered in England and Wales No 354568

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