

# Commercial Guard - Shopkeepers

## Policy Summary

The Legal Expenses section in the Commercial Guard - Shopkeepers Policy Summary is replaced by a separate Business Legal Guard Policy Summary. Please refer to the separate Business Legal Guard Policy Summary for a summary of the cover, terms, conditions and significant or unusual exclusions applying to this section

This is a summary of the standard cover available under the Ageas Shopkeepers insurance policy. The summary does not include all the policy benefits, limits and exclusions; full terms and conditions can be found in the policy wordings, copies of which are available from your insurance agent on request. The policies, and not this summary, are the basis of the contract of insurance.

The policy is an annual insurance contract that provides a wide range of covers for businesses as detailed below. It is underwritten by Ageas Insurance Limited.

Standard perils under the Material Damage and Business Interruption sections include fire, specified perils, theft and accidental damage, with subsidence, ground heave and landslip available on request. The sums insured you choose must represent the full values at risk; if they do not, payments may be reduced in the event of a claim.

**The standard cover may be varied to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule.**

Standard Covers	Standard Limit
<p>Contents and Stock:</p> <ul style="list-style-type: none"> <li>• Theft of keys</li> <li>• Property whilst at exhibitions anywhere within the Territorial Limits</li> <li>• Loss of metered water/oil and LPG</li> <li>• Seasonal stock increase</li> <li>• Cost of locating the source of an escape of water from any fixed pipe or water apparatus at the premises</li> <li>• Internal fixed plate glass</li> <li>• External signs</li> <li>• Cost of replacement sanitary ware</li> <li>• External blinds</li> <li>• All other glass</li> </ul> <p>* Optional covers available on request include: Buildings, Loss of Rent, Deterioration of Stock, Household Contents, Cover for Property away from the Premises, Fidelity Guarantee and Personal Accident</p>	<p>Sums Insured selected</p> <p>£1,000</p> <p>£2,500</p> <p>£2,500</p> <p>25% of stock sum insured</p> <p>£5,000</p> <p>£2,500</p> <p>£1,500</p> <p>£2,500</p> <p>£2,500</p> <p>Cost of repair/replacement</p>
<p>Money and Malicious Attack including:</p> <ul style="list-style-type: none"> <li>• Money in transit, in the premises during business hours, and in any bank night safe</li> <li>• Money in a locked unspecified safe outside business hours</li> <li>• Money at the private residence of the Insured or an Employee and at the premises outside of business hours not in a locked safe</li> <li>• Death and disablement benefits following malicious attack</li> <li>• Weekly disablement benefit following malicious attack</li> </ul> <p>* Optional covers available on request include: Money in ATMs</p>	<p>£5,000</p> <p>£2,500</p> <p>£500</p> <p>£10,000</p> <p>£100 per week up to 104 weeks</p>
<ul style="list-style-type: none"> <li>• Goods in Transit</li> </ul>	<p>£2,500</p>
<p>Non-Production Machinery and Computer Breakdown including:</p> <ul style="list-style-type: none"> <li>• Breakdown of machinery at the premises other than computer equipment</li> <li>• Breakdown of computer equipment at the premises</li> <li>• Additional costs necessary to make temporary repairs and expedite permanent repairs or replacement of damaged property</li> <li>• Cost of hiring a substitute item whilst repairs are being carried out or a replacement item sought</li> <li>• Cost of reinstating data onto computer media including where necessary cost of modifying or replacing computer equipment to achieve compatibility</li> <li>• Contamination of insured machinery by hazardous substances</li> <li>• Loss of oil tank contents</li> <li>• Measures taken to avoid breakdown which would otherwise have been covered by the policy</li> <li>• Own surrounding property damage caused by steam explosion</li> <li>• Debris removal</li> <li>• Repair investigation costs</li> </ul>	<p>£1,000,000</p> <p>£100,000</p> <p>£20,000</p> <p>£5,000</p> <p>£25,000</p> <p>£10,000</p> <p>£5,000</p> <p>£5,000</p> <p>£1,000,000</p> <p>£25,000 or 20% of the loss (whichever is the lower)</p> <p>£25,000</p>
<p>Loss of Gross Profit up to 24 months Indemnity Period including:</p> <ul style="list-style-type: none"> <li>• Denial of access</li> <li>• Public utilities</li> <li>• Book debts</li> <li>• Unspecified customers/suppliers</li> <li>• Transit</li> <li>• Notifiable Diseases, food poisoning, defective drains and murder or suicide</li> <li>• Loss of gross profit and increased cost of working following machinery or computer breakdown</li> </ul> <p>* Optional covers available on request include: Additional Increased Cost of Working, Loss of Rent Receivable and Loss of Licence</p>	<p>£500,000</p> <p>See Loss of Gross Profit</p> <p>See Loss of Gross Profit</p> <p>£25,000</p> <p>£25,000</p> <p>£5,000</p> <p>Annual Gross Profit</p> <p>£50,000</p>
<p>Liabilities including:</p> <ul style="list-style-type: none"> <li>• Employers' Liability</li> <li>• Public Liability</li> <li>• Products Liability</li> <li>• Indemnity for liability incurred under the Defective Premises Act 1972</li> <li>• Legal Defence costs for liability incurred under: <ul style="list-style-type: none"> <li>- Corporate Manslaughter and Corporate Homicide Act 2007</li> <li>- Health and Safety at Work etc Act 1974</li> <li>- Food Safety Act 1990</li> <li>- Consumer Protection Act 1987</li> <li>- Data Protection Act 1998</li> </ul> </li> </ul> <p>* Optional covers available on request include: Treatment Extensions, Work Away and Cover for products supplied to the USA or Canada</p>	<p>£10,000,000 any one event</p> <p>£2,000,000 any one event</p> <p>£2,000,000 any one period of insurance</p>
<p>Legal Expenses See separate Business Legal Guard Summary</p>	<p>£100,000</p>

# Significant or Unusual Exclusions

- The first amount, detailed in the quotation and schedule, of any claim
- Theft that does not involve entry to or exit from the premises by forcible and violent means or that does not involve actual or threatened assault or violence or use of force (please refer to Section 1 of the policy wording)
- Theft from any garden, yard or open space unless cover is specifically included (please refer to Section 1 of the policy wording)
- Theft from any outbuilding unless there has been forcible and violent entry to or exit from the outbuilding (please refer to Section 1 of the policy wording)
- Theft by any employee or person lawfully on the premises (except as covered by Fidelity Guarantee) (please refer to Section 1 of the policy wording)
- Theft, riot, malicious damage, escape of oil or water or sprinkler leakage when the premises are unoccupied for 21 or more consecutive days (please refer to Section 1 of the policy wording)
- Storm or flood damage to fences, gates and moveable property in the open or open sided buildings, unless cover is specifically included (please refer to Section 1 of the policy wording)
- Liability arising:
  - out of pollution or contamination unless caused by a sudden, identifiable, unintended and unexpected incident; the maximum liability of the company for pollution or contamination which is deemed to have occurred during any one period of insurance is £1m in aggregate
  - through the defective design, plan, formula, or specification of products supplied given for a fee or for which a fee would normally be payable
  - out of technical, professional or remedial instruction and advice given for a fee or for which a fee would normally be charged
  - out of treatment given or administered (except for any treatments that have been specifically noted on the schedule), or any failure to give advice or treatment, or any lack of professional skill
  - from errors in connection with the sale, supply, making up or prescribing or dispensing of any drug, medicine, medical, cosmetic or toilet preparation
- from work away other than delivery or collection of goods, messages or money to or from the Premises, unless cover is specifically included (please refer to Section 3 of the policy wording)
- Liability for property being worked on where the damage is the direct result of the work undertaken (please refer to Section 3 of the policy wording)
- Liability for damage to products supplied or the cost of repairing or replacing such products or costs incurred by anyone in recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any product supplied (please refer to Section 3 of the policy wording).

## Cancellation Procedure

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

## Claim Notification

For all claims other than legal expenses claims, contact the Ageas Claims Department on the number in the schedule or on the front of the policy. Alternatively you can fax details to the number in the schedule or write to Commercial Claims, Ageas Insurance Limited, Ageas House, The Square, Gloucester Business Park, Brockworth, Gloucester GL3 4FA.

For legal expenses claims see the claims notification procedure in the Business Legal Guard summary.

Full claims procedures are noted in the policy wording under the General Conditions and extra details are noted on the Policy Schedule.

## Complaint Procedure

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 your policy was sold to you, please contact your insurance 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](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate). Customer Services Advisor, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

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. You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you've tried to resolve it with us. South Quay Plaza, 183 Marsh Wall, London E14 9SR

Please see page 49 of the Shopkeepers policy wording for the full details of the complaints procedures.

## Financial Services Compensation Scheme

In the event that Ageas Insurance Limited is unable to meet its liabilities you may be entitled to compensation from the Financial Services Compensation Scheme.

For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation up to 90% of the claim.

Further information is available from the Financial Services Compensation Scheme; their telephone number is **0207 741 4100**. Alternatively, more information can be found at [www.fscs.org.uk](http://www.fscs.org.uk)

### Ageas Insurance Limited

#### *Office address*

Ageas House, The Square, Gloucester Business Park,  
Brockworth, Gloucester GL3 4FA

#### *Registered office address*

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

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

Registered in England and Wales No 354568

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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 (®) at the end.

# Business Legal Guard

## Policy Summary

**This Business Legal Guard Policy Summary replaces the Legal Expenses section of the Commercial Guard - Shopkeepers Policy Summary. Please refer to this Policy Summary for a summary of the cover, terms, conditions and significant or unusual exclusions applying to this section.**

This is a summary of the cover available under the Ageas Business Legal Guard insurance policy. The summary 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 insurance agent on request. The policy, and not this summary, is the basis of the contract of insurance.

The policy is an annual insurance contract which provides a wide range of covers for businesses as detailed below. It is underwritten by Ageas Insurance Limited.

**Cover may be extended to meet your individual needs and any variations from standard will be detailed in any quotation given and thereafter in the policy schedule.**

Standard Cover (only if cover is shown as operative on the policy schedule)	Standard Limit
Legal Expenses including: <ul style="list-style-type: none"> <li>• Employment</li> <li>• Employment Compensation Awards</li> <li>• Tax Protection</li>   <li>• Property</li> <li>• Compliance and Regulation</li> <li>• Jury Service</li> <li>• Employees' Extra Protection</li> <li>• Contract and Debt Recovery</li> </ul>	£100,000  £200 excess applies to aspect enquiries  Limit £5,000  Minimum amount in dispute £200 (£500 excess if amount in dispute exceeds £5,000)
Optional Cover (available on request)	
Landlord's Legal Guard including: <ul style="list-style-type: none"> <li>• Property Damage, Nuisance and Trespass</li> <li>• Repossession</li> <li>• Recovery of Rent Arrears</li> <li>• Prosecution Defence</li> <li>• Accommodation Costs</li> </ul>	£50,000 £250 excess for nuisance & trespass  £75 per day up to £2,250
Family Legal Guard including: <ul style="list-style-type: none"> <li>• Employment</li> <li>• Contract</li> <li>• Property</li> <li>• Personal Injury</li> <li>• Tax</li> <li>• Legal Defence</li> <li>• Jury Service</li> <li>• Identity Theft</li> </ul>	£50,000  £250 excess for nuisance & trespass  Limit £5,000

# Significant or Unusual Exclusions

## Business Legal Guard

### Cover 1 Employment (see page 5 of the policy wording)

- A redundancy within the first 180 days of your cover starting.
- A transfer under Transfer of Undertakings (Protection of Employment) Regulations 2006.
- Employment Disputes unless dismissal/disciplinary/grievance procedures have been completed.

### Cover 2 Employment Compensation Awards (see page 5 of the policy wording)

- Money due to an employee.
- Breach of the National Minimum Wage Act 1998.

### Cover 3 Tax Protection (see page 5 of the policy wording)

- The first £200 towards claims for aspect enquiries.
- An investigation by the HM Revenue & Customs team responsible for investigating fraud or tax avoidance.
- Where the HM Revenue & Customs levy a penalty or claim for interest or the Insured's return contains negligent misstatement or where accurate records have not been kept.

### Cover 4 Property (see page 6 of the policy wording)

- Defending any claim brought against the Insured.

### Cover 7 Contract & Debt Recovery (see page 6 of the policy wording)

- Computer software or systems which have been tailored to the Insured's requirements.
- Provision of computer hardware, software, systems or services by the Insured.
- Disputes with tenants where the Insured is the landlord.
- The sale or purchase of any land or buildings.

## Landlord's Legal Guard Extension

### Cover 1 Property damage, nuisance and trespass (see page 8 of the policy wording)

- Disputes arising from a contract other than a tenancy agreement.
- The first £250 towards claims for nuisance and trespass except where a claim is brought against a squatter.
- Trespass by a tenant or ex-tenant.

### Cover 2 Repossession (see page 8 of the policy wording)

- The legal right to repossess rented property unless the tenant has been issued with the correct notices.
- Possession must be sought under relevant grounds of the Housing Acts as stated in the Policy wording.

### Exclusions that apply to all covers under this extension (see page 9 of the policy wording)

- Disputes with an existing tenant within the first 90 days of cover starting under this Extension.

## Family Legal Guard Extension

### Cover 1 Employment (see page 9 of the policy wording)

- A dispute relating solely to personal injury.
- Defending any claim.

### Cover 2 Contract (see page 9 of the policy wording)

- Disputes with a tenant where the Insured is a landlord
- Loans, mortgages, pensions, or any other financial or investment product.
- Construction work, or designing, converting or extending any building where the contract value exceeds £5,000.

### Cover 3 Property (see page 9 of the policy wording)

- Building or land other than the Insured's home used as their place of work.
- Defending a claim for damage to property.
- The first £250 for nuisance and trespass claims.

### Cover 4 Personal Injury (see page 10 of the policy wording)

- Defending a claim.

### Cover 5 Tax (see page 10 of the policy wording)

- An investigation by the Specialist Investigations branch of HM Revenue & Customs.
- Tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements.
- Any business or venture for gain of the insured person.

### Exclusions that apply to all covers under this extension (see page 10 of the policy wording)

- Any amount below £100.

### Exclusions applicable to the whole policy (see page 11 of the policy wording)

Costs that have been incurred before acceptance of a claim.

## Cancellation Procedure

There is an option to cancel this policy within 14 days of receipt of the policy schedule and wording. A refund of premium will be allowed for the time that was left on the policy.

## Claim Notification

Before you do anything call the Claims Helpline on 0845 122 8930. Lines are open from 9.00am to 5.00pm Monday to Friday. 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, provided that we accept that you are covered under this Policy, 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. Your claim will be dealt with quickly and professionally.

All claims reported under Ageas Business Legal Guard will be administered by: B4 Claims Limited, 7 Farleigh Court, Old Weston Road, Flax Bourton, Bristol BS48 1UR.

## Complaint Procedure

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 your policy was sold to you, please contact your insurance 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](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

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

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#### Office address

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#### Registered office address

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

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