

# Commercial Guard - Semploy Extra

## Policy Summary

The Legal Expenses section in the Commercial Guard - Semploy Extra 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 Semploy Extra 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 which provides covers for businesses as detailed below. It is underwritten by Ageas Insurance Limited.

This contract can cover a maximum of 10 manual/non-manual workers including labour only sub-contractors (increasing to 15 after the first renewal date). In addition, a maximum of 6 clerical workers can be covered. Multiple trades can also be accommodated under one policy.

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. The number of principals, partners and employees must be accurate, otherwise the validity of your cover could be affected. Refer to your insurance agent for full advice on your sums insured and cover requirements.

	Standard Cover for all trades	Optional Cover most trades	Standard Limit
Public Liability with automatic extensions to include: <ul style="list-style-type: none"> <li>• Cross liabilities</li> <li>• Indemnity to principal</li> <li>• Temporary occupation of buildings</li> <li>• Defective Premises Act 1972</li> <li>• Overseas Personal Liability</li> <li>• Legal defence costs for liability incurred under:               <ul style="list-style-type: none"> <li>- Consumer Protection Act 1987</li> <li>- Data Protection Act 1998</li> <li>- Corporate Manslaughter and Corporate Homicide Act 2007</li> </ul> </li> <li>• Terrorism</li> <li>• Insured's liability for the acts of Bona-fide sub-contractors</li> <li>• Court Attendance costs for Insured, directors, partners or employees</li> </ul> Optional covers available on request: <ul style="list-style-type: none"> <li>• Treatment Risk (for certain trades)</li> <li>• Standard limit increase available for most trades to £2m or £5m</li> </ul>	✓		£1 million any one event  Up to £250 per day per person
Employers' Liability with automatic extensions to include: <ul style="list-style-type: none"> <li>• Temporary Employees</li> <li>• Legal defence costs for liability incurred under:               <ul style="list-style-type: none"> <li>- the Health and Safety at Work Act 1974</li> <li>- Corporate Manslaughter and Corporate Homicide Act 2007</li> </ul> </li> <li>• Unsatisfied Court Judgements</li> <li>• Terrorism</li> </ul> Optional cover available on request: Injury to Working Partners/Proprietors		✓	£10 million any one event Up to a maximum of 50 days  £5 million any one event
Tools and Stock in Transit (includes laptops, hand held computers and mobile phones)		✓	Selectable limit of £1,500, £2,500 or £5,000 per person/single article limit £1,000
Contractors All Risks which includes: Contract Works Own Plant and Equipment Hired-in Plant and Equipment  With automatic extensions to include: <ul style="list-style-type: none"> <li>• Contract Price Increase</li> <li>• Re-drawing Plans and Documents</li> <li>• Expedition Expenses</li> <li>• Maintenance Period (12 months)</li> <li>• Immobilised Plant</li> <li>• Speculative Building</li> <li>• Automatic Reinstatement</li> <li>• Professional Fees and Debris Removal</li> <li>• Public Authorities</li> <li>• Indemnity to Principal</li> <li>• Free Issue Materials</li> <li>• Continuing Hire Charges</li> </ul> <ul style="list-style-type: none"> <li>• Negligent Breakdown</li> <li>• Off Site Storage</li> </ul>		✓	Up to £500,000 any one contract Up to £25,000 any one claim Up to £50,000 any one claim  Up to 20% of contract value £25,000 any one loss £25,000 any one loss  £5,000 any one item/£25,000 any one hire agreement £5,000 any one item/£25,000 any one hire agreement 15% of contract value up to £25,000
Legal Expenses See separate Business Legal Guard summary		✓	£100,000
Group Personal Accident (24 hour) which includes: <ul style="list-style-type: none"> <li>• Death/Capital Benefit</li> <li>• Permanent Total Disablement</li> <li>• Temporary Total Disablement</li> </ul>		✓	Up to 5 units available with 1 unit covering: £10,000 £10,000 £100 per week up to 104 weeks

# Significant or Unusual Exclusions

## Section 1 – Liability

- The first amount, detailed in the quotation and schedule, of any claim in respect of Third Party Property Damage
- Payments to Bona-Fide sub-contractors must not exceed 25% of the Insured's annual turnover and evidence of their own public liability insurance must be obtained and retained by the Insured
- Injury to working partners/proprietors extension – if the Insured is a sole proprietor, there must be cover in force for at least one manual/non-manual Employee for the extension to be available
- The cost of recalling, removing, repairing, rectifying, replacing, reapplying or guaranteeing any Products Supplied
- Products knowingly supplied directly or indirectly to the USA or Canada
- 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 £1,000,000 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

## Section 2 – Tools and Stock in Transit

- The first amount, detailed in the quotation and schedule, of any claim
- Theft that does not involve entry to or exit from the Vehicle by forcible and violent means or that does not involve actual or threatened assault or violence or use of force against the driver or passenger of the Vehicle
- Theft from open topped or open sided Vehicles
- Theft by any Employee or resulting from the dishonesty of any person to whom Property has been entrusted
- Theft of Property left unattended unless contained in a securely locked building or a secured motor Vehicle

- Theft from an unattended vehicle between 21:00hrs and 06:00hrs unless the vehicle is contained in a locked and secure building or locked and secured guarded security compound

## Section 3 – Contractors All Risks

- The first amount, detailed in the quotation and schedule, of any claim
- Damage for which the Insured is relieved of responsibility under any contractual agreement
- Damage to any Own Plant and Equipment or Hired-in Plant and Equipment whilst away from any site of the Contract unless contained within a securely locked building
- Damage to any Own Plant and Equipment or Hired-in Plant and Equipment as a result of theft or attempted theft whilst left unattended unless secured by being locked at all points of access, with all ignition or other keys removed and all security alarms or immobilisers fitted to such plant being set and operational or by being contained within a securely locked building or locked and guarded security compound
- Damage to Existing Structures
- Work in certain hazardous locations or involving certain hazardous activities
- Demolition unless such work forms part of a Contract for erection, reconstruction, alteration or repair by the Insured and does not involve demolition of buildings exceeding 15 metres in height from ground level
- Underpinning unless such work forms part of a Contract for erection, reconstruction, alteration or repair by the Insured
- Temporary site buildings
- Damage to plant and equipment whilst away from the contract site unless in transit or contained in a locked and secure building

## Section 5 – Personal Accident

- Excludes cover in respect of temporary employees, volunteers/voluntary workers, students or persons on a work experience or similar scheme
- Certain hazardous pursuits

## 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 provided there have been no claim(s) or incident(s) which is likely to give rise to a claim during the period of insurance.

## Claim Notification

For all 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 32 of the Semploy Extra 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 (®) to its upper right.

# Business Legal Guard

## Policy Summary

**This Business Legal Guard Policy Summary replaces the Legal Expenses section of the Commercial Guard - Semploy Extra 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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