

Commercial Legal Expenses Insurance



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Online law guide

EMPLOYMENT MANUAL

Visit www.arag.ie

The **ARAG** Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it, please visit www.arag.ie. From the home page click on the Employment Manual icon and enter **your** policy number and password given to **you** by **ARAG** and/or **your** insurance adviser.

Helpline services

We provide these services 24 hours a day, seven days a week during the **period of insurance**. However, **we** may need to arrange to call **you** back depending on the enquiry. To help **us** check and improve **our** service standards, **we** may record all calls.

COMMERCIAL LEGAL ADVICE

Call **0818 929 889**

Advice can be provided over the phone on any commercial legal problem affecting the **business**, under the laws of the Republic of Ireland, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Wherever possible the Commercial Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However if this is not possible they will arrange a call back at a time to suit **you**.

Advice on the laws of the Republic of Ireland can be provided 24 hours a day, 7 days a week, 365 days a year. Where advice is sought on an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to a specialist adviser. This will include certain areas of law for Scotland and Northern Ireland.

Specialist advice is provided 9am - 5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

BUSINESS ASSISTANCE

Call **0818 929 889**

In the event of an unforeseen emergency affecting your business premises which causes damage or potential danger, we will contact a suitable repairer or contractor and arrange assistance on your behalf. All costs of assistance provided are your responsibility.

HEALTH & MEDICAL INFORMATION SERVICE

Call **0818 254 164**

Information over the phone on health and fitness, and non-diagnostic advice on medical matters. Advice can be given on allergies, the side effects of drugs and how to improve general fitness.

Health and medical information is provided by a medically qualified person 9am - 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

COUNSELLING SERVICE

Call **0818 670 407**

Confidential counselling service over the phone for the **insured person** (and any members of their immediate family who permanently live with them) if they are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

We will not accept responsibility if the Helpline Services are unavailable for reasons we cannot control. Please do not phone us on the above numbers to report a general insurance claim.

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The meaning of **words** in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative	The preferred law firm , law firm, accountant or other suitably qualified person we appoint to act on the insured person's behalf.
ARAG Standard Terms of Appointment	The terms and conditions (including the amount we will pay to an appointed representative) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting on your behalf the amount we will pay is currently €150 per hour. This amount may vary from time to time.
business costs and expenses	As shown in the policy schedule. (a) legal costs All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the ARAG Standard Terms of Appointment . Also the costs incurred by opponents in civil cases if the insured person has been ordered to pay them, or the insured person pays them with our agreement. (b) accountant's costs All costs reasonably incurred by the appointed representative in accordance with our claims handling instructions. (c) attendance expenses In the event of the insured person's absence from work, attendance expenses to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the appointed representative . The maximum we will pay is the insured person's net salary or wages for the time that the insured person is absent from work less any amount you have paid them, or the court or the Workplace Relations Commission, has paid or awarded them.
countries covered	(a) For insured incidents 2 Legal Defence (excluding 5) (Statutory Notice appeals)), 7 Bodily Injury and 11 Accident Loss Recovery The European Union, the United Kingdom of Great Britain and Northern Ireland, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. (b) For all other insured incidents The Republic of Ireland.
date of occurrence	(a) For civil cases (other than as specified under (c) to (e) below) the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events (this is the date the event happened, which may be before the date you or an insured person first became aware of it.) (b) For criminal cases, the date the insured person began, or is alleged to have begun, to break the law. (c) For insured incident 3 Statutory Licence Appeal , the date when you first became aware of the notice of intention or proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel your licence. (d) For insured incident 8 Tax Protection (a) the date when the insured person is notified in writing of the intention to carry out a full revenue audit ; (b) and (c) the date when the relevant authority sends an assessment or written decision to you following a single head revenue audit . (e) For insured incident 2 Legal Defence 5) (Statutory Notice appeals), the date when the insured person is issued with the relevant notice and has the right to appeal.

(f) For insured incident **9 Disciplinary Hearings**, the date when the **insured person** first became aware of the formal investigation or disciplinary hearing against them.

full revenue audit

An extensive examination by the Revenue Commissioner which considers all aspects of **your** tax affairs excluding those audits which are limited to one or more specific aspects of **your** self assessment and/or corporation tax return (however described by the Revenue Commissioners) and also excluding any reviews conducted by the Revenue Commissioners as part of its review programmes.

insured person

You and the directors, partners, managers, employees and any other individuals declared to **us** by **you**. Please note this policy will only cover an **insured person** in respect of an insured incident arising in direct connection with the activities of the **business** shown in the schedule. It does not cover an **insured person's** interest in any other business, commercial enterprise, trade or profession.

insured vehicle

Any vehicle owned by, hired or leased to the policyholder.

insurer

ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.

period of insurance

The period for which **we** have agreed to cover the **insured person**.

Personal Injuries Assessment Board (PIAB)

An independent state body which assesses personal injury compensation.

preferred law firm

A law firm **we** choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

reasonable prospects

- (a) For civil cases, the prospects that the **insured person** will recover losses or damages or a reduction in tax or Pay Related Social Insurance Contribution liabilities (or obtain any other legal remedy which **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
- (b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
- (c) For all civil and criminal appeals the prospects of a successful outcome must be at least 51%.

single head revenue audit

An examination by the Revenue Commissioners which considers one specific aspect of **your** self assessment and/or corporation tax return. This includes a standalone VAT, PAYE/PRSI/USC Single Head audit.

uninsured losses

Losses which an insured person has incurred as a result of a road traffic accident which was not their fault and which are not covered under the insured person's motor insurance.

we, us, our, ARAG

ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the **insurer**, ARAG Insurance Company Limited.

you, your

The **business** that has taken out this policy (shown as the policyholder in the policy schedule).

Welcome to **ARAG**

Thank **you** for purchasing this **ARAG** commercial legal expenses insurance policy. To make sure that **you** get the most from **your ARAG** cover, please take time to read this policy wording which explains the contract between **you** and **us**. **Please take extra care in following the procedures under Employment Financial Compensation Awards cover (insured incident 1(b)).** If **you** have any questions or would like more information, please contact **your** insurance adviser. It will help if **you** keep the following points in mind:

Helping you with your legal problems

You can phone **us** any time on **0818 670 747** for advice on any commercial legal problem affecting **your business**, subject to the laws of the Republic of Ireland, UK, Isle of Man and Channel Islands.

Making a claim

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, please phone **us** on **01 670 7470** and **we** will send **you** a claim form. **We** cannot confirm cover for **your** claim over the phone. Please send **your** completed claim form or written details of **your** claim to the **Claims Department | ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin | D02 WR20** or e-mail **claims@arag.ie**

Once **you** have sent **us** the details of **your** claim and if **we** have accepted it, **we** will start to resolve **your** legal problem. Claims are usually handled by an **appointed representative** appointed by **us**. Claims outside the Republic of Ireland may be dealt with by ARAG offices elsewhere in Europe.

When we cannot help

Please do not ask for help from a solicitor, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

How to make a complaint

We will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Operations at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. Or **you** can phone **us** during standard office hours on **01 670 7470** or email **us** at **customerrelations@arag.ie**. Details of **our** internal complaint handling procedures are available on request.

If **you** are still not satisfied **you** can contact the Financial Services and Pensions Ombudsman (FSPO) at **Lincoln House | Lincoln Place | Dublin 2 | D02 VH29**. **You** can also contact them by emailing their Information Service at **info@fspoi.ie** or calling them on **+353 1 567 7000**. Website **www.fspoi.ie**

You can also contact the Insurance Information Service at **5 Harbourmaster Place | IFSC | Dublin 1 | D01 E7E8** or by phoning **01 676 1820**. Website **www.insuranceireland.eu**

Using these services does not affect **your** right to take legal action.



Adrienne O'Sullivan
Chief Executive Officer
ARAG Legal Protection Limited

Our agreement

This policy, the policy schedule and any endorsement shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you** (or where specified, the **insured person**) in respect of any insured incident shown as operative in the policy schedule and arising in connection with the **business** shown in the policy schedule, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

- 1) **reasonable prospects** exist for the duration of the claim
- 2) the **date of occurrence** of the insured incident is during the **period of insurance**
- 3) any legal proceedings will be dealt with in the **countries covered** by:
 - a court; or
 - any other body which **we** agree to, and
- 4) the insured incident happens within the **countries covered**.

What the insurer will pay

The **insurer** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, and any employment financial compensation awards that **we** have agreed to, provided that:

- 1) the most the **insurer** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause, for **costs and expenses** and employment compensation awards claims, is €400,000.
- 2) the most the **insurer** will pay for the total of all employment financial compensation awards payable by **us** shall not exceed €4,000,000 in any one **period of insurance**
- 3) the most the **insurer** will pay in **costs and expenses** is no more than the amount the **insurer** would have paid to a **preferred law firm**. The amount the **insurer** will pay a law firm (where acting on **your** behalf) is currently €150 per hour. This amount may vary from time to time
- 4) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before the **insurer** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
- 5) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist
- 6) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most the **insurer** will pay in **costs and expenses** is the value of the likely award
- 7) in respect of insured incident **2 Legal Defence (7) (attendance expenses)** the maximum the **insurer** will pay is the **insured person's** net salary or wages for the time that the **insured person** is absent from work less any amount **you**, the court or the Workplace Relations Commission pays
- 8) in respect of insured incident **7 Bodily Injury** the **insurer** will pay the application fee required by the **Personal Injuries Assessment Board (PIAB)**.

What the insurer will not pay

- 1) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by the **insurer**.
- 2) The first €600 of **costs and expenses** – **(a) legal costs** of any contract dispute claim unless the dispute is to be dealt with under the Small Claims Court procedure.

Insured incidents

Please note, each of these insured incidents is operative only if shown as operative in **your** policy schedule.

For advice call **0818 670 747** and to make a claim call **01 670 7470**

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

1 EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS

(a) Employment disputes

Costs and expenses to defend **your** legal rights:

- (1) prior to the issue of proceedings before a Workplace Relations Adjudicator, court or tribunal following the dismissal of an employee; or
- (2) in legal proceedings in respect of any dispute with
 - (a) an employee, ex-employee or trade union acting on behalf of an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**; or
 - (b) an employee, prospective employee or ex-employee arising from an alleged breach of their statutory rights under employment legislation.

A claim relating to the following:

- 1) Any claim in respect of damages for personal injury, including stress, bullying and harassment claims and breach of employment contract claims brought as part of the same set of personal injury proceedings before the court, or loss of or damage to property.
- 2) Employee internal disciplinary or grievance procedures.
- 3) Any claim arising from or relating to any transfer of business which falls within the scope of the European Communities (Safeguarding of Employees' Rights on Transfer of Undertakings) Regulations 1980 and 2000, European Communities (Protection of Employees on Transfer of Undertakings) Regulations 2003 and any amending legislation.
- 4) Any claim arising from or relating to the collective bargaining of terms and conditions of employment brought under the Industrial Relations Acts or any amending legislation.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

(b) Employment Financial Compensation Awards

The **insurer** will pay any financial compensatory award otherwise payable by **you** in respect of a claim **we** have accepted under insured incident **1(a)**:

Provided that:

- (a) in cases relating to performance, grievance or conduct of an employee **you** have sought and followed advice from **our** legal advice service throughout
- (b) for compensation following **your** breach of statutory duty under employment legislation **you** have at all times sought and followed advice from **our** legal advice service since the date when **you** should have known about the employment dispute
- (c) for any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **you** have sought and followed advice from **our** legal advice service prior to serving notice of redundancy
- (d) the compensation is awarded by a Workplace Relations Adjudicator, Employment Appeals Tribunal or the Labour Court under a judgment made after full argument and otherwise than by consent or default, or is payable under settlement approved in writing in advance by **us**
- (e) the total amount payable by **us** for all compensation awards and any sums of money in settlement of a dispute, in aggregate and in any one **period of insurance**, shall not exceed €4,000,000.

A claim relating to the following:

- 1) Any employment financial compensation award relating to the following:
 - trade union activities, trade union membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;
 - health and safety related dismissals or any other claims brought under section 27, or alleged contravention of section 27, of the Health Safety and Welfare at Work Act 2005;
 - pregnancy or maternity rights, paternity, parental or adoption rights;
 - civil claims against or statutory rights in relation to trustees of occupational pension schemes;
 - statutory rights in relation to Sunday shop and betting work.
- 2) Non-payment of money due under the relevant contract of employment or statutory provision relating to it.
- 3) Any award ordered as a result of a breach of statutory rights in relation to the provision of relevant records to employees under the National Minimum Wage Act 2000 or any amending legislation.
- 4) Claims under the Organisation of Working Time Act where **you** have failed to maintain adequate working time records.
- 5) Any employment financial compensation award or increase in employment financial compensation award relating to failure to comply with a current or previous recommendation made by the Workplace Relations Commission, the Labour Court or a tribunal, including non-compliance with a reinstatement or re-engagement order.
- 6) Any claim in respect of Equal Status legislation.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

2 LEGAL DEFENCE

Provided that for each of the following sections of **Legal Defence** cover **1-6 you** request **us** to provide cover for the **insured person**:

- 1) **Costs and expenses** to defend the **insured person's** legal rights:
 - (a) prior to the issue of legal proceedings when dealing with the
 - Gardaí, or
 - Health and Safety Authority and/or regional health boardswhere it is alleged that the **insured person** has or may have committed a criminal offence; or
 - (b) following an event which leads to the **insured person** being prosecuted in a court of criminal jurisdiction.

Provided that:

in so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the **countries covered** shall be any place where the Act applies.

- 2) **Costs and expenses** to defend the **insured person's** rights following an event which leads to the prosecution of the **insured person** for an offence connected with the use or driving of an **insured vehicle**.
- 3) **Costs and expenses** to defend the **insured person's** legal rights following civil action taken against them for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- 4) **Costs and expenses** to defend the **insured person's** (other than **your**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **your** employees.
- 5) **Costs and expenses** to defend the **insured person's** legal rights in an appeal against the imposition or terms of any Statutory Notice issued under legislation affecting **your business**.

A claim relating to the following:

- 1) An **insured person** driving without valid motor insurance.
- 2) Any claims arising from parking or obstruction offences.
- 3) Any motor related prosecution where **you** own or have use of more than 6 motor vehicles for the **business**.
- 4) An **insured vehicle** being used without **your** permission.

Please note these exclusions apply to sections 1 and 2 of the Legal Defence cover.

- 5) An appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence.
- 6) A Statutory Notice issued in connection with the **insured person's** regulatory or governing body.

Please note these exclusions apply to section 4) of the Legal Defence cover.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

6) Costs and expenses:

- (a) to defend the **insured person's** legal rights if civil action is taken against the **insured person** under the Data Protection Act 1988, the Data Protection (Amendment) Act 2003 and the Data Protection Act 2018 (and any legislation which amends, extends, consolidates, re-enacts or replaces the same, including any statutory instruments and regulations that may be made pursuant thereto), when handling personal data in their capacity as a data controller and/or data processor. The **insurer** will not pay any compensation award in respect of such a claim;
- (b) to represent the **business** in appealing against the refusal of the Data Protection Commissioner to register the **business's** application for registration.

Provided that:

- (a) in respect of **5)(a)** at the time of the insured incident **you** have registered with the Data Protection Commissioner.

Please note **we** will not cover the cost of fines imposed by the Data Protection Commissioner, or any other regulatory and/or criminal body. Please see **policy exclusion 3**, page 18.

- 7) The **insurer** will pay the **costs and expenses – (c) attendance expenses** of an **insured person** for jury service or attending any court or tribunal at the request of the **appointed representative**.

- 7) (a) the loss, alteration, corruption or distortion of, or damage to stored personal data, or
- (b) a reduction in the functionality, availability, or operation of stored personal data resulting from hacking (unauthorised access), malicious or negligent transfer (electronic or otherwise) of a computer program that contains any malicious or damaging code, computer virus or similar mechanism.

Please note this exclusion applies to section 5) of the Legal Defence cover.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

3 STATUTORY LICENCE APPEAL

Costs and expenses for an appeal to the relevant statutory or regulatory authority, court, or tribunal following an event which results in a licensing or regulatory authority suspending, or altering the terms of, or refusing to renew, or cancelling **your** licence.

A claim relating to the following:

- 1) An original application or application for renewal of a statutory licence.
- 2) The ownership, driving or use of a motor vehicle.

4 CONTRACT DISPUTES

Costs and expenses for a contractual dispute arising from that agreement or that alleged agreement which has been entered into by **you** or on **your** behalf for the purchase, hire, sale or provision of goods or of services.

Provided that:

- (a) the amount in dispute exceeds €300 (excl VAT); or if the amount in dispute is payable in instalments the instalments due and payable at the time of making the claim exceed €300 (excl VAT).
- (b) if the dispute relates to money owed to **you**, a claim under the policy is made within 90 days of the money becoming due and payable.

- 1) Any dispute arising from an agreement entered into prior to the start date of this policy if the **date of occurrence** was within the first 90 days of the start of this policy.
- 2) Any claim relating to the following:
 - the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim);
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings. However, **we** will cover a dispute with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product, and disputes with a professional adviser in connection with these matters;
 - a motor vehicle (please refer to insured incident **10 Motor contract disputes (including Motor debt recovery)**).
- 3) A dispute with an employee or ex-employee which arises out of, or relates to, a contract of employment with **you**. (Please refer to insured incident **1 Employment Disputes And Financial Compensation Awards** if shown as operative in **your** policy schedule.)
- 4) A dispute which arises out of the:
 - sale or provision of computer hardware, software, systems or services; or
 - the purchase or hire of computer hardware, software, systems or services tailored by a supplier to **your** own specification.
- 5) A dispute arising from a breach or alleged breach of professional duty by an **insured person**.
- 6) The recovery of money and interest due from another party other than disputes where the other party intimates that a defence exists.
- 7) The first €600 of **costs and expenses** – (a) **legal costs** unless the dispute is to be dealt with under the Small Claims Court procedure.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

5 DEBT RECOVERY

Costs and expenses for a dispute relating to the recovery of money and interest due from the sale or provision of goods or services, including enforcement of judgments.

Provided that:

- (a) the debt exceeds €750 (excl VAT).
- (b) a claim for debt recovery under this policy is made within 90 days of the money becoming due and payable.
- (c) **we** have the right to select the method of enforcement, or to forego enforcing judgment if **we** are not satisfied that there are, or will be, sufficient assets available to satisfy judgment.

- 1) Any debt arising from an agreement entered into prior to the start of this policy if the debt is due within the first 90 days of the start of this policy.
- 2) Any claim relating to the following:
 - the settlement payable under an insurance policy;
 - the sale, purchase, terms of a lease, licence, or tenancy of land or buildings and disputes with a professional adviser in connection with these matters;
 - a loan, mortgage, pension, guarantee or any other financial product and disputes with a professional adviser in connection with these matters;
 - a motor vehicle owned by, or hired or leased to **you** other than agreements relating to the sale of motor vehicles where **you** are engaged in the business of selling motor vehicles.
- 3) A dispute which arises out of the supply, hire, sale or provision of computer hardware, software, systems or services.
- 4) The recovery of money and interest due from another party where the other party indicates that a defence exists.
- 5) Any dispute which arises from debts **you** have purchased from a third party.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

6 PROPERTY PROTECTION

Costs and expenses for a civil dispute relating to material property which is owned by **you**, or is **your** responsibility following:

- 1) any event which causes physical damage to such material property; or
- 2) a legal nuisance (meaning any unlawful interference with **your** use or enjoyment of **your** land, or some right over, or in connection with it); or
- 3) a trespass.

Please note you must have, or there must be reasonable prospects of establishing you have, the legal ownership or right to the physical property that is the subject of the dispute.

A claim relating to the following:

- 1) a contract **you** have entered into (please refer to insured incident **4 Contract Disputes** if shown as operative in **your** policy schedule);
- 2) goods in transit or goods lent or hired out;
- 3) goods at premises other than those occupied by **you** unless the goods are at the premises for the purpose of installations or use in work to be carried out by **you**;
- 4) mining subsidence;
- 5) defending **your** legal rights other than in defending a counter-claim;
- 6) a motor vehicle owned or used by, or hired or leased to an **insured person** (other than damage to motor vehicles where **you** are in the business of selling motor vehicles);
- 7) the enforcement of a covenant by or against **you**.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

7 BODILY INJURY

At **your** request, **costs and expenses** for an **insured person's** and their family members' legal rights following a specific or sudden accident which causes the death of, or bodily injury to them. This includes assisting the **insured person** (and family member if applicable) through the claims and legal advice service to register their claim with the **Personal Injuries Assessment Board (PIAB)**.

A claim relating to the following:

- 1) any illness or bodily injury which develops gradually or is not caused by a specific or sudden accident;
- 2) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury;
- 3) defending an **insured person's** or their family members' legal rights other than in defending a counter-claim;
- 4) a motor vehicle owned or used by, or hired or leased to an **insured person** or their family members;
- 5) clinical negligence;
- 6) the cost of obtaining a medical report when registering a claim with the **Personal Injuries Assessment Board (PIAB)**.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

8 TAX PROTECTION

(a) Revenue Audits

Costs and expenses – (b) accountant's costs in respect of a **full revenue audit** or a **single head revenue audit** carried out by the Revenue Commissioners into **your** Business Accounts, and represent **you** in any subsequent appeal proceedings following the **full revenue audit**;

(b) Employers' Compliance

Costs and expenses – (b) accountant's costs to represent **you** in any appeal proceedings in respect of a dispute concerning **your** compliance with Pay As You Earn or Social Insurance Contribution Regulations following a **single head revenue audit** by the Revenue Commissioners or The Department of Social Community and Family Affairs;

(c) VAT Disputes

Costs and expenses – (b) accountant's costs to represent **you** in any appeal proceedings following a **single head revenue audit** carried out by the Revenue Commissioners in respect of Value Added Tax due.

Provided that:

- (a) for all insured incidents, **you** have taken reasonable care to ensure that all returns are complete and correct and that such returns are submitted within the statutory time limits allowed.
- (b) **you** and the **appointed representative** comply with **our** claims handling instructions throughout the course of the claim.

Please note we will only cover tax claims which arise in direct connection with the activities of the business shown in the policy schedule. Please see our agreement on page 7.

- 1) Any claim arising from a tax avoidance scheme.
- 2) Any claim caused by **your** failure to register for Value Added Tax.
- 3) Any claim relating to an investigation or enquiry by the Revenue Commissioners into **your** alleged dishonesty or **your** alleged criminal activities.
- 4) Reviews conducted by the Revenue Commissioners as part of its review programmes.

HOW WE DEAL WITH TAX PROTECTION CLAIMS

Our claims handling instructions for **you** are detailed on page 22 of this policy document under the heading Conditions Precedent to Tax Protection Claims. The claims handling instructions for the **appointed representative** are in a document called 'Procedure for Appointed Representatives when dealing with Tax Protection claims'. This document is issued with the policy documents. If **you** need further copies please contact **your** insurance adviser.

9 DISCIPLINARY HEARINGS

We will represent the **insured person** in defending the **insured person's** legal rights if an event results in a disciplinary case brought against the **insured person** by the relevant regulatory authority or professional body.

What is covered

Please also refer to our agreement on page 7.

What is not covered

Please also refer to the policy exclusions on page 16.

10 MOTOR CONTRACT DISPUTES (INCLUDING MOTOR DEBT RECOVERY)

We will negotiate for the legal rights of the **business** in a contractual dispute arising from an agreement which **you** have entered into for:

- 1) the purchase, sale, hire or insuring of an **insured vehicle** or its spare parts or accessories;
- 2) the service, repair or testing of an **insured vehicle**; or
- 3) the carriage of goods or passengers by an **insured vehicle**.

Provided that:

- (a) The amount in dispute must exceed €1,250 (excl VAT).
- (b) If the amount in dispute is payable in instalments, the instalments due and payable at the time of making the claim exceeds €1,250 (excl VAT).
- (c) If the dispute relates to money owed to the policyholder, a claim under the policy must be made within 90 days of the money becoming due and payable.
- (c) The policyholder is responsible for the first €300 of each and every claim other than if the claim relates to an undisputed debt.

A claim:

- 1) for a dispute arising from an agreement entered into prior to the start date of the policy if the date of occurrence was within the first 90 days of the cover provided by the policy
- 2) relating to the settlement payable under an insurance policy
- 3) which arises from debts you have purchased from a third party
- 4) where you own or have use of more than 25 motor vehicles for the business.

11 ACCIDENT LOSS RECOVERY

We will negotiate to recover the **insured person's uninsured losses** after an event which causes:

- (a) damage to the **insured vehicle** or to any property belonging to an **insured person** in or on it; and/or
- (b) death or bodily injury to an **insured person** whilst travelling in or on the **insured vehicle**.

Any claim where:

- 1) **you** own or have use of more than 25 motor vehicles for the **business**
- 2) an **insured person** is driving without valid motor insurance
- 3) an **insured vehicle** is being used without **your** permission.

Policy exclusions

The **insurer** will not pay for the following:

- 1) **Late reported claims** Any claim reported to **us** more than 180 days after the date the **insured person** should have known about the insured incident.
- 2) **Costs we have not agreed** **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 3) **Court awards and fines** Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority, other than compensation awards covered under insured incident **1(b) Employment Financial Compensation Awards**.
- 4) **Intellectual property rights** Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 5) **Franchise or agency agreements** Any claim relating to rights under a franchise or agency agreement entered into by **you**.
- 6) **Deliberate acts** Any insured incident deliberately or intentionally caused by an **insured person**.
- 7) **A dispute with ARAG** A dispute with **us** or the **insurer** not otherwise dealt with under policy condition **7**).
- 8) **Shareholding or partnership disputes** Any claim relating to a shareholding or partnership share in the **business** shown in the policy schedule.
- 9) **Judicial reviews, inquests, inquiries and injunctions** **Costs and expenses** arising from or relating to judicial review, coroner's inquest, fatal accident inquiry or injunctions.
- 10) **Nuclear, war and terrorism risks** Any claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - (c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined by the Criminal Justice (Terrorist Offences) Act 2005;
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 11) **Legal action we have not agreed** Legal action an **insured person** takes which **we** or the **appointed representative** have not agreed to, or where the **insured person** does anything that hinders **us** or the **appointed representative**.
- 12) **Defamation** Any defamation claim brought by or against **you** or an **insured person**.
- 13) **Bankruptcy** Any claim where either at the start of, or during the course of a claim:
 - (a) **you** are declared bankrupt
 - (b) **you** have filed a bankruptcy petition
 - (c) **you** have filed a winding-up petition
 - (d) **you** have made an arrangement with **your** creditors
 - (e) **you** have entered into a deed of arrangement
 - (f) **you** are in liquidation
 - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 14) **Calendar date devices** Any claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15) **Excess claims** **Costs and expenses** arising from or relating to an insured incident also covered by another policy where the claim under this policy is for the excess applied under the other policy.

1) Your representation

- (a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm**, or in-house lawyer as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.
- (b) If the appointed **preferred law firm** or **our** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm or tax expert to act as the **appointed representative**. **We** will choose the **appointed representative** to represent **you** in any proceedings where **we** are liable to pay a compensation award.
- (c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the hourly amount the **insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount the **insurer** will pay a law firm (where acting on **your** behalf) is currently €150 per hour. This amount may vary from time to time.
- (d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

An **insured person** must:

- (a) co-operate fully with **us** and the **appointed representative**;
- (b) give the **appointed representative** any instructions that **we** ask them to.

3) Offers to settle a claim

- (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not negotiate or agree to any settlement without **our** written consent.
- (b) If an **insured person** does not accept a reasonable offer to settle a claim, the **insurer** may refuse to pay further **costs and expenses**.
- (c) The **insurer** may decide to pay an **insured person** the reasonable value of the claim that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal action. In these circumstances an **insured person** must allow **us** to take over and pursue or settle a claim in their name. An **insured person** must allow **us** to pursue at **our** own expense and for **our** benefit, any claim for compensation against any other person and an **insured person** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

- (a) An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.
- (b) An **insured person** must take every step to recover **costs and expenses** and court attendance and jury service expenses that the **insurer** have to pay and must pay the **insurer** any amounts that are recovered.

5) Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses the **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6) Withdrawing cover

- (a) If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to the **appointed representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by the **insurer**.
- (b) If during the course of a claim **reasonable prospects** no longer exist the cover **we** provide will end at once. The **insurer** will pay any **costs and expenses** and compensation awards, **we** have agreed to, up to the date cover was withdrawn.

7) Disputes

If there is a disagreement between an **insured person** and **us** about the handling of a claim and it is not resolved through **our** internal complaints procedure and **you** are a small business the **insured person** can contact the Financial Services and Pensions Ombudsman (FSPO) for help. Details available from www.fspo.ie.

- Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by the **insured person** and **us**. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide.
- 8) **Expert opinion** **We** may require the **insured person** to get, at their own expense, an opinion from an expert, that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between the **insured person** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.
- 9) **Keeping to the policy terms** An **insured person** must:
- (a) keep to the terms and conditions of this policy
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything **we** ask for in writing, and
 - (e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.
- 10) **Cancelling the policy** **You** can cancel this policy by telling **us** at any time as long as **you** tell **us** at least 14 working days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 working days beforehand.
- Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.
- It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.
- 11) **Fraudulent claims** **We** will, at our discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the insurer will not pay the claim if: a claim **you** have made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by **you** (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or a false declaration or statement is made in support of a claim.
- Where the above circumstances apply, as part of **our** fraud prevention measures we will, at **our** discretion, also share information with other parties such as the Gardaí, government bodies and anti-fraud organisations.
- 12) **Information you provide** **You** must take reasonable care to make sure that any information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If any information **you** are required to provide is not complete and accurate:
- **your** policy may be voided or cancelled and the premium kept, or
 - part or all of any claim may be refused or not paid, or
 - the premium or cover may be revised.
- 13) **Claims under this policy by a third party** Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it.
- 14) **Other insurances** If any claim covered under this policy is also covered by another policy, or would have been covered if this policy did not exist, the **insurer** will only pay the **insurer's** share of the claim even if the other insurer refuses the claim. This policy does not operate to cover excess claims. (Please refer to policy exclusion **15**).
- 15) **VAT Registration** Where **you** are registered for VAT, any claims payment made under this policy will be paid net of VAT.
- 16) **Law that applies** This policy will be governed by Irish Law. All Acts of the Oireachtais within the policy wording shall include any subsequent amendment or replacement legislation.

Privacy statement

This is a summary of how **we** collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.ie

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement.

We may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **we** will not be able to delete personal data, please refer to **our** full privacy statement.

Conditions precedent to **tax protection claims**

How we deal with tax protection claims under your commercial legal protection policy

(A Step By Step Guide to Your Tax Claim)

Your business is required by law to submit accounts and pay tax to the Revenue Commissioners. This policy will pay **your** accountant's costs as specified in the policy schedule if the Revenue Commissioners carry out a full revenue audit of **your business** accounts provided that these guidelines are followed.

Please Note: Single head revenue audits in respect of VAT, PAYE or Social Insurance Regulations are not covered under this policy.

Notifying us of your claim

- (1) If **you** receive notification from the Revenue Commissioners, **you** or **your** accountant can contact **us** by phone on 01 670 7470. **We** can send **you** a claim form and give **you** advice about how to make **your** claim. **We** cannot confirm cover for **your** claim over the phone.
- (2) When **we** receive the information **we** need to help **you** with **your** claim **we** will appoint an accountant to act for **you**. If **you** wish **us** to appoint **your** own accountant **you** must send **us** the person's name and address when **you** send **us** **your** completed claim form. The accountant appointed by **us** to act for **you** is referred to as the "appointed representative" in **your** policy and in the guidelines below. **We** will not pay for any accountant's costs that have been incurred for work carried out before **we** have accepted **your** claim.

Handling your claim

- (1) **ARAG** tax protection covers the cost of representing **you** in a full revenue audit and in any appeal proceedings in respect of a Revenue Audit as specified in the policy schedule.
- (2) Once **we** have accepted **your** claim and have arranged for an **appointed representative** to deal with it **we** will agree with the **appointed representative** what work is to be carried out on **your** behalf and the fees that are to be covered under **your** policy.
If it is not possible to agree a budget with the **appointed representative**, **we** reserve the right to limit the sum payable under the policy to an amount that is necessary and reasonable in the circumstances.
- (3) The Revenue Commissioners will request information about **your** accounts. The **appointed representative** will prepare this information. They may also be required to meet with the Revenue. **Your** policy will cover the cost of any necessary meetings provided that **we** have consented to **your** accountant attending. If it is not possible to negotiate a settlement with the Revenue Commissioners and **you** wish to appeal against the tax demanded **we** will pay for the **appointed representative** to represent **you** in appeal proceedings provided that **reasonable prospects** exist.
- (4) If at any time during the full revenue audit the level of fees that **we** have agreed with the **appointed representative** is expected to change **we** must be informed of any additional work considered necessary and agree in advance any additional fees to be paid under **your** policy.

When we cannot help

- (1) Please note it is a condition of **your** policy that **you** have taken reasonable care to ensure all returns are complete and correct and are submitted within the statutory time limits allowed.
- (2) If the **appointed representative** has to carry out routine accounting or corrective work **you** will need to pay any fees for this out of **your** own funds. It is not normally considered appropriate for accountants to carry out review work on records prior to submission to the Revenue Commissioners but if the **appointed representative** considers this is necessary **we** will pay the cost of this provided that **we** have consented to the work being carried out.
- (3) The **insurer** will not pay costs that have been incurred because the **appointed representative** has failed to follow the procedures **we** have specified or has charged fees that **we** have not agreed to pay.
- (4) Please note the exclusions on **your** policy in relation to dishonesty, and all other terms and conditions applying to the policy.

Settling your claim

- (1) **We** will tell the **appointed representative** about how **we** will settle their invoice when the audit has been completed.

Other types of tax protection claims

Disputes arising from Employers' compliance with PAYE or PRSI contributions following a **single head revenue audit** by the Revenue Commissioners or Department of Social Community and Family Affairs; and appeals in relation to VAT assessments following a **single head revenue audit** are also covered by **your ARAG Commercial Legal Protection** policy.

If **you** need to notify **us** of a claim that arises from either of these circumstances please follow the instructions outlined in **(1)** and **(2)** above '**Notifying us of your claim**'. **We** will adopt a similar approach when dealing with these claims as for Revenue Audits (refer to paragraphs **(1)** to **(4)** above '**Handling your claim**') although the actual work carried out by the **appointed representative** will differ. Please note **we** cannot cover disputes with the Revenue Commissioners that result from **your** failure to register **your business** for VAT.

Your important information

LEGAL ADVICE HELPLINE

call 0818 929 889 when you require legal advice

CLAIMS HELPLINE

call 01 670 7470 when you need to make a claim

HEALTH & MEDICAL INFORMATION

call 0818 254 164 when you require the health & medical service

COUNSELLING SERVICE

call 0818 670 407 for confidential counselling

ARAG EMPLOYMENT MANUAL

visit www.arag.ie and click on the Employment Manual icon and enter your policy number and password given to you by ARAG and/or your insurer and/or insurance advisor.

ARAG Legal Protection Limited is registered in Republic of Ireland number 639625. Registered address: Europa House, Harcourt Centre, Harcourt Street, Dublin 2, D02 WR20. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland.

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www.arag.ie