

Commercial Legal Expenses Insurance

Insurance Product Information Document

Company: **ARAG Legal Protection Limited**

Product: **Commercial Legal Expenses Insurance**

ARAG Legal Protection Limited is registered in Republic of Ireland (CRO number 639625). Registered Address : 1 Hatch Street, Dublin 2, D02 PY28. ARAG Legal Protection Limited is regulated by the Central Bank of Ireland (C191422).

This document is a summary of the insurance cover and restrictions. Please refer to your policy wording for full details of contract terms and conditions as well as pre-contractual information we are required to disclose to you. Alternatively please contact your local McCarthy Insurance Group Office (see www.mig.ie for details).

What is this type of insurance?

Commercial Legal Expenses Insurance provides you with access to telephone legal advice, along with insurance cover for legal costs and expenses up to €400,000 should you experience one of the legal problems covered by this policy in relation to your business activities.



What is insured?

The covers described below are operative only if shown as operative in your policy schedule.

Employment Disputes and Financial Compensation Awards

- ✓ Defending your legal rights:
 - prior to the issue of proceedings before a Workplace Relations Adjudicator, court or tribunal following the dismissal of an employee; or
 - in proceedings following a dispute relating to an employee or former employee's employment contract, or an alleged breach of their (or a former or prospective employee's) statutory rights
- ✓ For accepted **Employment Disputes** claims, payment of Financial compensation awards

Legal Defence

- ✓ Defence of your and your employees' legal rights following an alleged criminal offence, or prosecution under data protection legislation
- ✓ Defending your employees in civil action taken against them as a trustee of a pension fund
- ✓ Appealing a statutory notice affecting the business
- ✓ Payment of an employee's salary or wages whilst attending a court or tribunal or doing jury service
- ✓ Defending your employees if civil action is taken against them under Data Protection Legislation

Statutory Licence Appeals

- ✓ An appeal following a decision to suspend, or alter the terms of, or refuse to renew, or cancel your licence

Contract Disputes

- ✓ Disputes over the purchase, hire, sale or provision of goods or services

Debt Recovery

- ✓ Disputes relating to the recovery of money and interest due from the sale or provision of goods or services including the enforcement of a judgement

Property Protection

- ✓ Pursuing disputes relating to your physical property following:
 - someone causing damage to such property
 - a legal nuisance or trespass

Bodily Injury

- ✓ Sudden or specific accidents causing the death of or bodily injury to an employee or their family



What is not insured?

- ✗ Claims reported more than 180 days after the date you should have known about the insured incident
- ✗ Claims which do not arise directly in connection with the insured business
- ✗ Civil cases where the lawyer we appoint for you does not believe you will be more likely than not to win your case
- ✗ Costs you incur before we have agreed to cover your claim
- ✗ Legal problems that started before the date your cover begins
- ✗ Costs which exceed your policy limits as stated in your policy schedule for any one claim, and employment financial compensation awards exceeding €1,500,000 in any one period of cover
- ✗ Fines, penalties, compensation or damages you are ordered to pay by a court or other authority other than compensation awards covered under **Employment Disputes and Financial Compensation Awards**
- ✗ If we agree you can choose your own lawyer, any costs above a maximum of €150 per hour



Are there any restrictions on cover?

You are not covered for:

- ! The use of your own lawyer. We will appoint a preferred lawyer or other professional for you. You may choose your own lawyer when legal proceedings start or if there is a conflict of interest unless we are liable for a compensation award under the policy
- ! **Employment Disputes and Financial Compensation Awards** claims relating to:
 - employee internal disciplinary or grievance procedures
 - employment disputes (other than redundancy) arising within the first 90 days of the start of this policy
 - a dispute with an employee subject to a warning issued 180 days immediately preceding the start date of this policy if the dispute arises within 180 days of the policy start date
 - any claim relating to a redundancy which occurs within the first 180 days of the start of this policy
 - compensation awards following a breach of statutory duty, where you did not seek and follow legal advice after becoming aware of the issue
- ! **Legal Defence** for criminal prosecutions relating to parking offences or driving without motor insurance or where you have use of more than 25 motor vehicles for the business



What is insured? (continued)

Tax Protection

- ✓ A full revenue audit or a single head revenue audit
- ✓ An employers' compliance dispute
- ✓ A VAT dispute

Disciplinary Hearings

- ✓ Defending any disciplinary case brought against you or your employees by the relevant governing body

Motor Contract Disputes including Debt Recovery

- ✓ Disputes over the purchase, hire, sale or insuring of an insured vehicle, or its servicing or repair, or its use for carrying goods or passengers

Accident Loss Recovery

- ✓ Cover to claim back losses that are not covered by your motor insurance policy if you are involved in a motor accident that is not your fault that causes
 - damage to the insured vehicle or to any property belonging to an insured person in or on it; and/or
 - death or bodily injury to an insured person whilst travelling in or on the insured vehicle

Telephone helplines and other services

- ✓ Legal advice
- ✓ Health and medical information service
- ✓ Counselling
- ✓ Employment manual



Are there any restrictions on cover? (continued)

- ! **Contract Disputes** or **Debt Recovery** claims:
 - relating to a dispute arising within the first 90 days of the policy (if the agreement was entered into before the start of this policy)
 - where the amount in dispute is €300 or less (excl. VAT) for contract disputes and €750 or less (excl. VAT) for debt recovery claims
 - relating to the sale, purchase, lease, licence, or tenancy of land or buildings including (for debt recovery claims only) advice in connection with these matters
 - relating to financial products including advice in connection with such products
- ! **Bodily Injury** claims relating to an illness or injury that happens gradually, or those solely for psychological injury or mental illness, or clinical negligence
- ! **Tax Protection** claims relating to an investigation or enquiry by Revenue Commissioners into alleged dishonesty or alleged criminal offences
- ! **Excess payments** – you must pay:
 - the first €600 of any **Contract Disputes** claim, unless the dispute is to be dealt with under the Small Claims Court procedure



Where am I covered?

- ✓ For **Legal Defence** (excluding Statutory notice appeals), **Bodily Injury** and **Accident Loss Recovery** claims, the European Union (including the Republic of Ireland), 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
- ✓ For all other insured incidents, the Republic of Ireland



What are my obligations?

It is your responsibility to:

- Co-operate fully with us and the lawyer or other professional we appoint for you
- Give the lawyer or other professional we appoint for you any instructions that we ask you to
- Keep to the terms and conditions of this policy
- Take reasonable steps to avoid and prevent claims and keep any amounts we have to pay as low as possible
- Send everything we ask for, in writing
- Report to us full and factual details of any claim as soon as possible and give us any information we need
- Comply with our claims handling instructions provided in the Conditions Precedent to Tax Protection Claims



When and how do I pay?

Payment options will be subject to the agreement between you and McCarthy Insurance Group.



When does the cover start and end?

This cover will last for one year and the dates of cover will be included in your policy documentation. If in any doubt, please speak to your local McCarthy Insurance Group Office.



How do I cancel the contract?

You can cancel this policy by telling us at any time as long as you tell us 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 your local McCarthy Insurance Group Office directly for full details of charges.