

# Employment Practices Legal Protection Policy Document



### EMPLOYMENT MANUAL

Visit [www.arag.ie](http://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 advisor.

## Helpline services

**We** provide these services 24 hours a day, seven days a week during the **period of insurance**. To help **us** check and improve **our** service standards, **we** may record calls, other than those to the counselling service.

### COMMERCIAL LEGAL ADVICE

Call **0818 670 747**

**We** will give **you** confidential legal advice 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 advisor. However if this is not possible they will arrange a call back at a time to suit **you**.

**Our** legal advisors provide advice on the laws of the Republic of Ireland 24 hours a day, 7 days a week, 365 days a year. Where advice is sought in an area of law beyond this jurisdiction or in respect of very specialist matters, **we** will refer **you** to one of **our** specialist advisors. 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 calls are made outside these times, we will call you back.**

### COUNSELLING

Call **1800 670 407**

**We** will provide all **your** employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone if they are aged 18 years or over including, where appropriate, onward referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

**We will not accept responsibility if the Helpline Services fail 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

<b>appointed representative</b>	The <b>preferred law firm</b> , law firm, accountant or other suitably qualified person appointed to act on the <b>insured person's</b> behalf.
<b>business</b>	As shown in the policy schedule.
<b>costs and expenses</b>	<p><b>(a) Legal costs</b></p> <p>All reasonable and necessary costs chargeable by the <b>appointed representative</b> and agreed by <b>us</b> in accordance with the <b>ARAG Standard Terms of Appointment</b>.</p> <p>Also the costs incurred by opponents in civil cases if the <b>insured person</b> has been ordered to pay them, or the <b>insured person</b> pays them with <b>our</b> agreement.</p> <p><b>(b) Attendance expenses</b></p> <p>In the event of the <b>insured person's</b> absence from work, <b>attendance expenses</b> to perform jury service or to attend any court or Workplace Relations Adjudication at the request of the <b>appointed representative</b>. The maximum the <b>insurer</b> will pay is the <b>insured person's</b> net salary or wages for the time that the <b>insured person</b> is absent from work less any amount <b>you</b> have paid them, or the court or the Workplace Relations Commission, has paid or awarded them.</p> <p>The amount the <b>insurer</b> will pay is based on the following:</p> <ul style="list-style-type: none"><li><b>(i)</b> the time the <b>insured person</b> is off work including the time it takes to travel to and from the hearing. This will be calculated to the nearest half day assuming that a whole day is eight hours;</li><li><b>(ii)</b> if the <b>insured person</b> works full time, the salary or wages for each whole day equals 1/250th of the insured person's yearly salary or wages;</li><li><b>(iii)</b> if the <b>insured person</b> works part-time, the salary or wages will be a proportion of the <b>insured person's</b> weekly salary or wages.</li></ul>
<b>countries covered</b>	The Republic of Ireland.
<b>ARAG Standard Terms of Appointment</b>	The terms and conditions (including the amount the <b>insurer</b> will pay to an <b>appointed representative</b> ) that apply to the relevant type of claim, which could include a no win, no fee agreement. Where a law firm is acting as an <b>appointed representative</b> the amount is currently up to a maximum of €150 per hour.
<b>date of occurrence</b>	<p><b>(a)</b> For civil cases 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 <b>date of occurrence</b> is the date of the first of these events (this is the date the event happened, which may be before the date <b>you</b> or an <b>insured person</b> first became aware of it.)</p> <p><b>(b)</b> For criminal cases, the date the <b>insured person</b> began, or is alleged to have begun, to break the law.</p> <p><b>(c)</b> For the start of a consultation process which could result in the issue of a Remediation Notice under The Protection of Environment Act 2003, the date when the local authority first notifies in writing their intention to commence the consultation.</p> <p><b>(d)</b> For insured incident <b>2 Legal Defence (4) (Statutory notice appeals)</b>, the date when the <b>insured person</b> is issued with the relevant notice and has the right to appeal.</p>
<b>insured person</b>	<b>You</b> and the directors, partners, managers, employees and any other individuals declared to <b>us</b> by <b>you</b> . Also included are persons contracted to perform work for <b>you</b> who are in other respects insured by <b>you</b> on the same basis as <b>your</b> employees; and perform work under <b>your</b> supervision and direction. Please note this policy will only cover an <b>insured person</b> in respect

<b>insurer</b>	<p>of an insured incident arising in direct connection with the activities of the <b>business</b> shown in the schedule. It does not cover an <b>insured person's</b> interest in any other business, commercial enterprise, trade or profession.</p> <p>ARAG Insurance Company Limited - a Branch of ARAG Allgemeine Versicherungs-AG.</p>
<b>period of insurance</b>	The period for which <b>we</b> have agreed to cover the <b>insured person</b> .
<b>preferred law firm</b>	A law firm <b>we</b> choose to provide legal or other services. These legal specialists are chosen as they have the proven expertise to deal with the <b>insured person's</b> claim and must comply with <b>our</b> agreed service standard levels, which <b>we</b> audit regularly. They are appointed according to the <b>ARAG Standard Terms of Appointment</b> .
<b>we, us, our, ARAG</b>	ARAG Legal Protection Limited who is authorised under a coverholder agreement to administer this insurance on behalf of the <b>insurer</b> , ARAG Insurance Company Limited.
<b>you, your</b>	The <b>business</b> that has taken out this policy (shown as the policyholder in the policy schedule).

## Welcome to **ARAG Employment Practices Legal Protection**

Thank **you** for purchasing this **ARAG** Employment Practices Legal Protection Policy. To make sure that **you** get the most from **your ARAG** cover, please take time to read the policy which explains the contract between **you** and the **insurer**. If **you** have any questions or would like more information, please contact **your** insurance adviser or **ARAG** if **you** have bought the policy direct. 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 subject to the laws of the Republic of Ireland, UK, Isle of Man and Channel Islands affecting **your business**.

### 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 to **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.

### 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.

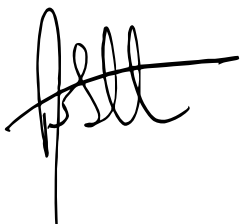
### How to make a complaint

**We** will always try to give **you** a quality service. If **you** think **we** have let **you** down, please write to **our** Head of Legal & Compliance at **ARAG Legal Protection Limited | Europa House | Harcourt Centre | Harcourt Street | Dublin 2 | D02 WR20**. **You** can also 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.fspo.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**

This policy, the policy schedule and any endorsement shall be considered as one document.

The statement of fact, proposal or any information supplied by **you** shall be incorporated in the contract.

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

- 1) the **date of occurrence** of the insured incident is during the **period of insurance**
- 2) any legal proceedings will be dealt with in the **countries covered** by:
  - a court; or
  - any other body which **we** agree to, and
- 3) 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 is shown as the limit of indemnity in the policy schedule
- 2) 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**. This will vary depending on the type of claim, but the hourly amount the **insurer** will pay a law firm will be included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type the **insurer** will pay up to a maximum of €150 per hour
- 3) in respect of an appeal or the defence of an appeal, **you** must tell **us** within the statutory time limits allowed that **you** want to appeal. Before the **insurer** pays the **costs and expenses** for appeals, **we** must agree that the prospects of a successful appeal are at least 51%
- 4) in respect of insured incident **2 Legal Defence (6) (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 the court pays.

### 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 total of the employment financial compensation awards payable by the **insurer** shall not exceed €1,500,000 in any one **period of insurance**.
- 3) The first 10% of all employment financial compensation awards payable under this policy. This excess is subject to the minimum excess amount shown in the policy schedule and is payable by the **business** on each and every claim made.



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 employment dispute where the originating cause of action arises within the first 90 days of the start of the policy.
- 2) Any dispute with an employee who was subject to a written or oral warning (formal or informal) within 180 days immediately preceding the inception date of the indemnity provided by the policy if the **date of occurrence** was within the first 180 days of the indemnity provided by the policy.
- 3) Any redundancy or alleged redundancy or unfair selection for redundancy arising within the first 180 days of the start of the policy.
- 4) 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.
- 5) Employee internal disciplinary or grievance procedures.
- 6) 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.
- 7) 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.



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

<b>What is covered</b> Please also refer to our agreement on page 7.	<b>What is not covered</b> Please also refer to the policy exclusions on page 16.
<p><b>(b) Employment Financial Compensation Awards</b></p> <p>The <b>insurer</b> will pay any financial compensatory award otherwise payable by <b>you</b> in respect of a claim <b>we</b> have accepted under insured incident <b>1(a)</b>:</p> <p><b>Provided that:</b></p> <ul style="list-style-type: none"> <li><b>(a)</b> For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, <b>you</b> have sought and followed advice from <b>our</b> Claims Department prior to serving notice of redundancy.</li> <li><b>(b)</b> 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 <b>us</b>.</li> <li><b>(c)</b> The total of the compensation payable by <b>us</b> shall not exceed €1,500,000 in any one <b>period of insurance</b>.</li> <li><b>(d)</b> <b>You</b> will be responsible for 10% of all employment financial compensation awards payable under this policy. This excess is subject to the minimum excess amount shown in the policy schedule and is payable by the <b>business</b> on each and every claim made.</li> <li><b>(e)</b> <b>You</b> have followed <b>your</b> internal grievance and disciplinary procedures.</li> </ul>	<p>A claim relating to the following:</p> <ol style="list-style-type: none"> <li>1) Any employment financial compensation relating to the following: <ul style="list-style-type: none"> <li>■ trade union activities, membership or non-membership, industrial or labour arbitration, collective bargaining agreements, trade union recognition or matters concerning European Works Councils;</li> <li>■ 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;</li> <li>■ pregnancy or maternity rights, paternity, parental or adoption rights;</li> <li>■ civil claims against or statutory rights in relation to trustees of occupational pension schemes;</li> <li>■ statutory rights in relation to Sunday shop and betting work.</li> </ul> </li> <li>2) Non-payment of money due under the relevant contract of employment or statutory provision relating to it.</li> <li>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.</li> <li>4) Claims under the Organisation of Working Time Act where <b>you</b> have failed to maintain adequate working time records.</li> <li>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.</li> <li>6) Any claim in respect of Equal Status legislation.</li> </ol>
<p><b>(c) Service Occupancy</b></p> <p><b>Costs and expenses</b> to pursue a dispute with an employee or ex-employee to recover possession of premises owned by, or for which <b>you</b> are responsible.</p>	<p>Defending <b>your</b> legal rights other than defending a counterclaim.</p>

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.

**2 LEGAL DEFENCE**

At **your** request

- 1) **Costs and expenses** to defend the **insured person's** legal rights:
  - (a) prior to the issue of legal proceedings when dealing with the
    - Gardai, or
    - Health and Safety Authority and/or regional health boards where 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 **your** legal rights following civil action taken against **you** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- 3) **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.
- 4) **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**.

Please note these exclusions apply to section 1 of the **Legal defence** cover.

- 4) An appeal against the imposition or terms of any Statutory Notice issued in connection with **your** licence.
- 5) 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.

## Insured incidents (continued)

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.

- 5) **Costs and expenses** to represent the **business** in appealing against the refusal of the Data Protection Commissioner to register the **businesses** application for registration.

**Provided that:**

At the time of the insured incident **you** have registered with the Data Protection Commissioner.

- 6) The **insurer** will pay the attendance expenses of an **insured person** for jury service or attending any court or tribunal at the request of the **appointed representative**.

**Provided that:**

For each of the above sections of **Legal Defence** cover **you** request **us** to provide cover for the **insured person**.

## Policy exclusions

We 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** **Costs and expenses** arising from or relating to judicial review, coroner's inquest, fatal and injunctions accident inquiry or injunctions.
- 10) **Impact on other parties** Any claim where legal action resulting from one or more event arising at the same time or from the same originating cause, where the outcome of the claim is not solely specific to **you** and has impact on other parties.
- 11) **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.
- 12) **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**.
- 13) **Defamation** Any claim relating to written or verbal remarks that damage the **insured person's** reputation.
- 14) **Bankruptcy** Any claim where either at the start of, or during the course of a claim, **you**:
  - (a) are declared bankrupt
  - (b) have filed a bankruptcy petition
  - (c) have filed a winding-up petition
  - (d) have made an arrangement with **your** creditors
  - (e) have entered into a deed of arrangement
  - (f) are in liquidation
  - (g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.
- 15) **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.
- 16) **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 the **insurer** will pay is the hourly amount the **insurer** would have paid if they had agreed to the **ARAG Standard Terms of Appointment** and, in those circumstances, **you** would be liable for **costs and expenses** which exceed those included within the **ARAG Standard Terms of Appointment**. These will be provided to **you** once **we** accept **your** claim, if it is necessary to issue legal proceedings and **you** choose **your own appointed representative** rather than using a **preferred law firm**. Where **costs and expenses** have not already been agreed with a **preferred law firm** for the relevant claim type, the **insurer** will pay up to a maximum of €150 per hour.
- (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 **you** 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 their 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** has 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	<p>If there is a disagreement between <b>you</b> and <b>us</b> about the handling of a claim and it is not resolved through <b>our</b> internal complaints procedure and <b>you</b> are a small <b>business you</b> can contact the <b>Financial Services and Pensions Ombudsman (FSPO)</b> for help. Details available from <b>www.fspo.ie</b>. Alternatively there is a separate arbitration process (this applies to all sizes of business). The arbitrator will be a barrister chosen jointly by <b>you</b> and <b>us</b>. If there is a disagreement over the choice of arbitrator, <b>we</b> will ask the Chartered Institute of Arbitrators to decide.</p>
8) Expert opinion	<p><b>We</b> may require <b>you</b> to get, at <b>your</b> own expense, an opinion from an expert, that <b>we</b> consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by <b>us</b> and the cost agreed in writing between <b>you</b> and <b>us</b>. Subject to this the <b>insurer</b> will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that <b>you</b> will recover damages (or obtain any other legal remedy that <b>we</b> have agreed to) or make a successful defence.</p>
9) Keeping to the policy terms	<p>An <b>insured person</b> must:</p> <ul style="list-style-type: none"> <li>(a) keep to the terms and conditions of this policy</li> <li>(b) notify <b>us</b> immediately of any alteration which may materially affect <b>our</b> assessment of the risk</li> <li>(c) take reasonable steps to avoid and prevent claims</li> <li>(d) take reasonable steps to avoid incurring unnecessary costs</li> <li>(e) send everything <b>we</b> ask for in writing, and</li> <li>(f) report to <b>us</b> full and factual details of any claim as soon as possible and give <b>us</b> any information <b>we</b> need.</li> </ul>
10) Cancelling the policy	<p><b>You</b> can cancel this policy by telling <b>us</b> at any time as long as <b>you</b> tell <b>us</b> at least 14 working days beforehand. <b>We</b> can cancel this policy at any time as long as <b>we</b> tell <b>you</b> at least 14 working days beforehand.</p> <p>Subject to the terms of <b>business</b> between <b>you</b> and the person who sold <b>you</b> this policy, <b>you</b> may be entitled to a partial refund of the premium.</p> <p>It is important to note that charges may apply to any refund subject to the individual terms of <b>business</b> between <b>you</b> and the person who sold <b>you</b> this policy. Please contact them directly for full details of charges.</p>
11) Fraudulent claims	<p><b>We</b> will, at <b>our</b> discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or the <b>insurer</b> will not pay the claim if:</p> <ul style="list-style-type: none"> <li>(a) a claim the <b>insured person</b> has made to obtain benefit under this policy involves a fraudulent misrepresentation or where any conduct by the <b>insured person</b> (relative to the contract or the steps leading to its formation) involves fraud of any other kind, or</li> <li>(b) a false declaration or statement is made in support of a claim.</li> </ul> <p>Where the above circumstances apply, as part of <b>our</b> fraud prevention measures <b>we</b> will, at <b>our</b> discretion, also share information with other parties such as the Gardai, government bodies and anti-fraud organisations.</p>
12) Claims under this policy by a third party	<p>Apart from <b>us</b>, <b>you</b> 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.</p>
13) Other insurances	<p>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 <b>insurer</b> will only pay the <b>insurer's</b> share of the claim even if the other <b>insurer</b> refuses the claim. This policy does not operate to cover excess claims. (Please refer to policy exclusion 15).</p>
14) VAT Registration	<p>Where <b>you</b> are registered for VAT, any claims payment made under this policy will be paid net of VAT.</p>
15) Law that applies	<p>This policy will be governed by Irish Law. All Acts of the Oireachtas within the policy wording shall include any subsequent amendment or replacement legislation.</p>

## 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](http://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.



## Your important information

### LEGAL ADVICE HELPLINE

call 0818 670 747 when you require legal advice

### CLAIMS HELPLINE

call 01 670 7470 when you need to make a claim

### COUNSELLING SERVICE

call 1800 670 407 for confidential counselling

### ARAG EMPLOYMENT MANUAL

visit [www.arag.ie](http://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.

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[www.arag.ie](http://www.arag.ie)