



Commercial
Legal Protection Policy Wording

IRISH
HOTELS
FEDERATION

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Irish Hotel Federation HR Support	01 497 6459
Commercial Legal Advice:	01 881 8066
Counselling helpline:	1850 670 407
Complaints:	01 670 7470

Please note that all calls made to and from DAS Ireland (apart from those to the Counselling helpline) are recorded for training and quality purposes.

www.das.ie



Welcome to Commercial Legal Protection

Thank you for insuring with DAS. As a DAS Commercial Legal Protection policyholder, your business is now protected by Europe's leading legal expenses insurer.

To make sure that you get the most from your DAS cover, please take time to read the policy which explains the contract between us.

Please take extra care in following the procedures under **Employment 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:

How we can help

Once you have sent us the details of your claim and we have accepted it, we will start to resolve your legal problem.

Claims outside the Republic of Ireland may be dealt with by DAS offices elsewhere in Europe.

Always report your claim to us in writing and as soon as possible. We can send you a claim form to help you do this.

We normally deal with claims through our Legal Claims Centre but sometimes we use appointed lawyers.

Send your claim to

DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

If you need help from us

Please call the IHF HR Support line on 01 497 6459 where you will get a IHF/DAS notification reference number. You can then call DAS 01 881 8066 for advice on your legal problem. If a claim form is required we will send this out to you. It is important that you call the IHF prior to DAS as no advice will be given without the IHF/DAS notification reference number.

Please note that all calls made to and from DAS Ireland are recorded for training and quality purposes.

When we cannot help

Please do not ask for help from a solicitor or accountant before we have agreed. If you do, we will not pay the costs involved.

Problems

We will always try to give you a quality service. If you think we have let you down, please write to our Operations Manager at DAS Legal Expenses Insurance Company Limited, Europa House, Harcourt Centre, Harcourt Street, Dublin 2.

Or you can telephone us on 01 881 8066 or email us at customerrelations@das.ie.

Details of our internal complaint-handling procedures are available on request.

Our Head and Registered Office is:

DAS Ireland is a branch office of DAS Legal Expenses Insurance Company Limited, having its registered office at DAS House, Quay Side, Temple Back, Bristol BSI 6NH, registered in England and Wales, number 103274. DAS Legal Expenses Insurance Company Limited is authorised and regulated by the Financial Services Authority of the United Kingdom and Regulated by the Central Bank of Ireland for conduct of business rules. The regulatory system which applies in Ireland is different to that which applies in the UK

This is your Commercial Legal Protection Policy

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

The proposal or any information supplied by **the policyholder** shall be incorporated in the contract.

This policy will cover the **insured person** in respect of any **insured incident** arising in connection with the business shown in the policy schedule if the premium has been paid.

We agree to provide the insurance in this policy in accordance with the operative covers shown in the policy schedule as long as:

- (a) the **date of occurrence** of the **insured incident** happens during the **period of insurance** and within the **territorial limit**; and
- (b) the claim is reported to **us** as soon as the **insured person** becomes aware of it and within 180 days of the **date of occurrence**; and
- (c) any legal proceedings will be dealt with by a court, or other body which **we** agree to, in the **territorial limit**; and
- (d) in civil claims it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **we** have agreed to) or make a successful defence.

For all **insured incidents**, **we** will help in appealing or defending an appeal as long as the **insured person** tells **us** within the time limits allowed that they want **us** to appeal. Before **we** pay any **costs and expenses** for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

If a **representative** is used, **we** will pay the **costs and expenses** incurred for this.

We will pay Employment Financial Compensation Awards that **we** have agreed to.

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €150,000



The meaning of words in this policy

- 1 We, us, our**
DAS Legal Expenses Insurance Company Limited.
- 2 The policyholder**
As shown in the policy schedule.
- 3 Insured person**
The policyholder and the **policyholder's** directors, partners, managers and employees.
Any passenger or driver who is in or on the **insured vehicle** with the **policyholder's** permission.
Anyone claiming under this policy must have the **policyholder's** agreement to claim.
- 4 Insured vehicle**
Any vehicle owned by, or hired or leased to, the policyholder.
- 5 Representative**
The lawyer, accountant or other suitably qualified person, who has been appointed to act for an **insured person** in accordance with the terms of this policy.
- 6 Period of insurance**
The period for which **we** have agreed to cover the **insured person** and for which the premium has been paid.
- 7 Date of occurrence**
 - (1) For civil cases the **date of occurrence** is when the cause of action first accrued.
 - (2) For criminal cases, the **date of occurrence** is when the **insured person** commenced or is alleged to have commenced to violate the criminal law in question.
 - (3) For licence or registration appeals, the **date of occurrence** is when **the policyholder** first became aware of the proposal by the relevant licensing or regulatory authority to suspend, alter the terms of, refuse to renew or cancel **the policyholder's** licence.

8 Costs and expenses

- **Legal costs**

All reasonable and necessary costs chargeable by the **representative** on a party/party basis.

Also the costs incurred by opponents in civil cases if an **insured person** has been ordered to pay them, or pays them with **our** agreement.

- **Accountant's costs**

A reasonable amount in respect of all costs reasonably incurred by the **representative** in accordance with **our** claims handling instructions.

- **Attendance expenses**

The **insured person's** salary or wages for the time that the **insured person** is off work to attend any arbitration, court or tribunal hearing at the request of the **representative** or while attending jury service. **We** will pay for each half or whole day that the court, tribunal or the **insured person's** employer will not pay for.

The amount **we** will pay is based on the following:

- the time the **insured person** 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;
- if the **insured person** works full time, the salary or wages for each whole day equals 1/250th of the **insured person's** yearly salary or wages;
- if the **insured person** works part-time, the salary or wages will be a proportion of the **insured person's** weekly salary or wages.

9 Territorial limit

For insured incidents 2 Legal Defence (excluding 2(4))

The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

For all other insured incidents

The Republic of Ireland.



Insured incidents we will cover

1 EMPLOYMENT DISPUTES AND COMPENSATION AWARDS

(a) Employment Disputes

We will defend **the policyholder's** legal rights:

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

What is not covered

- (1) Any claim in respect of damages for personal injury, including stress bullying and harassment claims 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.

(b) Employment Compensation Awards

We will pay any financial compensatory award otherwise payable by **the policyholder** in respect of a claim **we** have accepted under **insured incident 1(a)**.

Provided that

- (1) Throughout any contract of employment dispute **the policyholder** has sought and followed advice from **our** legal advice service.*
- (2) For an order of compensation following **the policyholder's** breach of statutory duty under employment legislation **the policyholder** has at all times sought and followed advice from **our** legal advice service since the date when **the policyholder** should have known about the employment dispute.*
- (3) For any compensation award for redundancy or alleged redundancy or unfair selection for redundancy, but not the redundancy payment itself, **the policyholder** has sought and followed advice from **our** Claims Department prior to serving notice of redundancy.*
- (4) The compensation is awarded by a Rights Commissioner or tribunal 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**.*
- (5) The total of the compensation awards payable by **us** shall not exceed €1,500,000 in any one **period of insurance**.*

What is not covered

- (1) Any financial compensation relating to the following:
 - trade union activities, trade union membership or non-membership;
 - pregnancy or maternity rights;
 - 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 thereto.
- (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) Any financial compensation award or increase in financial compensation award ordered by the tribunal for failure to comply with a recommendation it has made, including non-compliance with a reinstatement or re-engagement order.



2 LEGAL DEFENCE

At **the policyholder's** request

- (1) **We** will 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.
- (2) **We** will defend **the policyholder's** legal rights following civil action taken against **the policyholder** for wrongful arrest in respect of an accusation of theft alleged to have been carried out during the **period of insurance**.
- (3) **We** will defend the **insured person's** (other than **the policyholder**) legal rights if civil action is taken against them as a trustee of a pension fund set up for the benefit of **the policyholder's** employees.
- (4) **We** will represent the **insured person** in appealing against the imposition or terms of any Statutory Notice issued under legislation affecting **the policyholder's** business.
- (5) **We** will represent **the policyholder** in appealing against the refusal of the Data Protection Commissioner to register **the policyholder's** application for registration.
- (6) **We** will pay the **attendance expenses** of an **insured person** for jury service.

Provided that

- (1) *In so far as proceedings under the Safety, Health and Welfare at Work Act 2005 are concerned, the **territorial limit** shall be any place where the Act applies.*

What is not covered

- (1) An **insured person** driving without valid motor insurance.
- (2) Any claims arising from parking or obstruction offences.

What is not covered by this policy

- 1 **Costs and expenses** incurred before the written acceptance of a claim by **us**.
- 2 Fines, penalties, compensation or damages which the **insured person** is ordered to pay by a court or other authority other than, compensation awards as covered under **insured incident 1(b) Employment Compensation Awards**.
- 3 Any claim relating to patents, copyrights, trademarks, merchandise marks, registered designs, intellectual property, secrecy and confidentiality agreements.
- 4 Any claim relating to franchise rights, or agency rights where **the policyholder** has the legal capacity to alter the legal relations of another.
- 5 Any **insured incident** deliberately or intentionally caused by an **insured person**.
- 6 A dispute with **us** not otherwise dealt with under Condition 7.
- 7 Any claim relating to a shareholding or partnership share in **the policyholder** unless such shareholding was acquired under a scheme open to all employees of **the policyholder** or a substantial number of them of a certain minimum grade other than the directors or partners of **the policyholder**.
- 8 Judicial Review.
- 9 Any claim caused by, contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 10 Legal action an **insured person** takes which **we** or the **representative** have not agreed to or where the **insured person** does anything that hinders **us** or the **representative**.
- 11 When either at the commencement of or during the course of a claim, **the policyholder** is bankrupt or has filed a bankruptcy petition or winding-up petition, or has made an arrangement with its creditors, or has entered into a deed or arrangement or is in liquidation or part or all of its affairs or property are in the care or control of a receiver or administrator.
- 12 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.



Conditions which apply to the whole policy

- 1 An **insured person** must:
 - (a) keep to the terms and conditions of this policy;
 - (b) notify **us** immediately of any alteration which may materially affect **our** assessment of the risk;
 - (c) take reasonable steps to keep any amount **we** have to pay as low as possible;
 - (d) try to prevent anything happening that may cause a claim;
 - (e) send everything **we** ask for, in writing;
 - (f) give **us** full details of any claim as soon as possible and give **us** any information **we** need.
- 2 (a) **We** can take over and conduct in the name of an **insured person**, any claim or legal proceedings at any time.

We can negotiate any claim on behalf of an **insured person**.

 - (b) An **insured person** is free to choose a **representative** (by sending us a suitably qualified person's name and address) if:
 - (i) **We** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or;
 - (ii) There is a conflict of interest.
 - (c) Before an **insured person** chooses a lawyer or an accountant, **we** can appoint a **representative**.
 - (d) A **representative** will be appointed by **us** and represent an **insured person** according to **our** standard terms of appointment. The **representative** must co-operate fully with **us** at all times.
 - (e) **We** will have direct contact with the **representative**.
 - (f) An **insured person** must co-operate fully with **us** and with the **representative** and must keep **us** up-to-date with the progress of the claim.
 - (g) An **insured person** must give the **representative** any instructions that **we** require.
- 3 (a) An **insured person** must tell **us** if anyone offers to settle a claim and must not agree to any settlement without **our** written consent.
 - (b) If an **insured person** does not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.
 - (c) **We** may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.

- 4 (a) If **we** ask, an **insured person** must tell the **representative** to have **costs and expenses** taxed, assessed or audited.
- (b) An **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered.
- 5 If a **representative** refuses to continue acting for you with good reason or if you dismiss a **representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **representative**.
- 6 If an **insured person** settles a claim or withdraws their claim without **our** agreement, or does not give suitable instructions to a **representative**, the cover **we** provide will end at once and **we** will be entitled to re-claim any **costs and expenses** paid by **us**.
- 7 If there is a disagreement about the way **we** handle a claim that is not resolved through **our** internal complaints procedure, **we** and the **insured person** can choose a suitably qualified person to arbitrate. **We** and the **insured person** must both agree to the choice of this person in writing. Failing this **we** will ask the president of a national association relevant to the arbitration to choose a suitably qualified person. All costs of resolving the matter must be paid by the party whose argument is rejected. If the decision is not clearly made against either party, the arbitrator will decide how the costs are shared.
- 8 **We** may at **our** discretion require **the policyholder** to obtain an opinion from counsel at **the policyholder's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid by **us**.
- 9 **We** can cancel this policy at any time as long as **we** tell **the policyholder** at least 14 days beforehand. **The policyholder** can cancel this policy at any time within 14 days of taking it out. After that **the policyholder** can cancel this policy by giving **us** 14 days notice.
- 11 **We** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this policy did not exist.
- 12 This policy will be governed by the laws of the Republic of Ireland.



Chief Executive Officer



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** record all calls.

COMMERCIAL LEGAL ADVICE

We will give **the policyholder** 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.

To contact the above service, please phone us on 01 881 8066 quoting your IHF/DAS Notification Reference number.

COUNSELLING

We will provide all employees (including any members of their immediate family who permanently live with them) with a confidential counselling service over the phone including, where appropriate, onward referral to relevant voluntary and/or professional services.

To contact the counselling helpline, please phone us on 1850 670 407. These calls are not recorded.

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

EMPLOYMENT MANUAL

The DAS Employment Manual offers comprehensive, up to date guidance on rapidly changing employment law. To view it please visit **our** website at www.das.ie. From the home page click on the Employment Manual icon.

┌ Agent's address

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