



**FIRST FOR JUSTICE**

# COMMERCIAL LEGAL PROTECTION

## SUMMARY OF COVER

This policy summary, by necessity merely outlines the cover. For further information, please contact your local DAS office on 01 6707470 and ask for a specimen policy.

### WHAT WE PAY

The policy will pay legal costs up to the policy limit of indemnity including solicitors' and barristers' fees, court costs, expenses for witnesses, attendance expenses and accountants' fees. We will also pay the costs of appealing or defending an appeal.

Features and benefits	Significant exclusions or limitations	Policy section
This policy summary, by necessity merely outlines the cover. For further information, please contact your local DAS office on 01 6707470 and ask for a specimen policy.	In civil claims the prospects that the insured person will recover damages or make a successful defence, must be at least 51%.	<b>Page 5 THE MEANING OF WORDS IN THIS POLICY</b>
	If you want to use your choice of law firm, any costs they incur above what we would have paid our preferred law firm will be your responsibility and these will not be paid by us.	<b>Page 4</b>
	Unless otherwise agreed external costs are limited to €150,000 and this includes opponents' costs but you will need to refer to the specific limit of indemnity as shown in the policy schedule.	<b>Page 7 WHAT WE WILL PAY 2</b>
	Costs incurred before DAS agrees to appoint a representative to help an insured person.	<b>Page 15 POLICY EXCLUSIONS 2</b>
	Unless DAS agrees to start court proceedings or there is a conflict of interest, DAS is free to chose a representative to help the insured person.	<b>Page 16 POLICY CONDITIONS 1(B)</b>

Features and benefits	Significant exclusions or limitations	Policy section
<p><b>EMPLOYMENT DISPUTES AND FINANCIAL COMPENSATION AWARDS</b></p> <p><b>EMPLOYMENT DISPUTES</b> We will defend your legal rights</p> <ul style="list-style-type: none"> <li>■ prior to the issue of proceedings following dismissal of an employee or ex-employee.</li> <li>■ in legal proceedings relating to a contract dispute with an employee or ex-employee.</li> <li>■ in legal proceedings relating to an alleged breach of statutory duty imposed by employment legislation.</li> </ul>	<p>Employment disputes within 90 days of the policy start date.</p> <p>Disputes with employees under disciplinary warnings or redundancies within 180 days of the policy start date.</p> <p>Disciplinary hearings or internal grievance procedures.</p> <p>Transfer of Undertakings claims.</p>	<p><b>Page 8 WHAT IS NOT COVERED UNDER 1 EMPLOYMENT DISPUTES 1</b></p> <p><b>Page 8 WHAT IS NOT COVERED UNDER 1 EMPLOYMENT DISPUTES 2</b></p> <p><b>Page 8 WHAT IS NOT COVERED UNDER 1 EMPLOYMENT DISPUTES 5</b></p> <p><b>Page 8 WHAT IS NOT COVERED UNDER 1 EMPLOYMENT DISPUTES 6</b></p>
<p><b>Financial Compensation Awards</b></p> <p>For claims we have approved under Employment Disputes and Compensation Awards, we will pay financial compensatory awards.</p>	<p>The total amount of compensation we will pay in any one period of insurance is €1,500,000.</p> <p>Indemnity for awards is subject to the policyholder seeking and following advice from our legal advice service.</p>	<p><b>Page 9 WHAT IS COVERED UNDER 1(B) EMPLOYMENT FINANCIAL COMPENSATION AWARDS, Provided that (e)</b></p> <p><b>Page 9 WHAT IS COVERED UNDER 1(B) EMPLOYMENT FINANCIAL COMPENSATION AWARDS, Provided that (a)</b></p>
<p><b>LEGAL DEFENCE INCLUDING MOTOR PROSECUTION</b></p> <p>We will defend:</p> <ul style="list-style-type: none"> <li>■ investigations by the Gardai or, Health and Safety authorities where it is alleged that a criminal offence may have been committed;</li> <li>■ criminal prosecutions.</li> <li>■ civil actions <ul style="list-style-type: none"> <li>- for wrongful arrest following an accusation of theft;</li> <li>- in relation to being a trustee of an employee pension scheme;</li> </ul> </li> <li>■ appeals against Statutory Notices which affect your business;</li> <li>■ appeals against the Data Protection registration refusals;</li> </ul> <p>We will pay:</p> <ul style="list-style-type: none"> <li>■ attendance expenses for jury service.</li> </ul>	<p>The countries covered for proceedings under the Safety, Health and Welfare at Work Act 2005 is limited to any place where the act applies.</p> <p>Any motor related prosecution where the policyholder uses more than six motor vehicles for business purposes.</p> <p>The vehicle must be insured. Parking / obstruction offences are excluded.</p>	<p><b>Page 10 WHAT IS COVERED UNDER 2 LEGAL DEFENCE, PROVIDED THAT (A)</b></p> <p><b>Page 10 WHAT IS NOT COVERED UNDER 2 LEGAL DEFENCE 3</b></p> <p><b>Page 10 WHAT IS NOT COVERED UNDER 2 LEGAL DEFENCE 1 &amp; 2</b></p>
<p><b>PROPERTY PROTECTION AND BODILY INJURY</b></p> <p><b>Property Protection</b> We will pursue claims following damage to your business property. Cover extends to problems such as nuisance and trespass.</p> <p><b>Bodily Injury</b> At the policyholder's request we will pursue claims for accidental death or physical injury for the insured person and their family. This includes an assistance service to register the claim with the InjuriesBoard.ie.</p>	<p>Goods in transit or goods lent or hired out.</p> <p>Motor vehicles unless the policyholder is engaged in the business of selling motor vehicles.</p> <p>Any illness or bodily injury which develops gradually.</p> <p>Psychological injury or mental illness unless the condition follows a specific or sudden accident causing physical injury.</p> <p>Clinical Negligence.</p> <p>The cost of getting a medical report when registering a claim with the IB.</p>	<p><b>Page 13 WHAT IS NOT COVERED UNDER 6(A) PROPERTY PROTECTION 2</b></p> <p><b>Page 13 WHAT IS NOT COVERED UNDER 6(a) PROPERTY PROTECTION 6</b></p> <p><b>Page 13 WHAT IS NOT COVERED UNDER 6(B) BODILY INJURY 1</b></p> <p><b>Page 13 WHAT IS NOT COVERED UNDER 6(B) BODILY INJURY 2</b></p> <p><b>Page 13 WHAT IS NOT COVERED UNDER 6(B) BODILY INJURY 5</b></p> <p><b>Page 13 WHAT IS NOT COVERED UNDER 6(B) BODILY INJURY 6</b></p>

Features and benefits	Significant exclusions or limitations	Policy section
<p><b>TAX PROTECTION</b></p> <p><b>Revenue Audits</b> We will pay accountant's costs throughout a full revenue audit by the Revenue Commissioners.</p> <p><b>Employers' Compliance</b> We will represent the policyholder at appeals relating to Employers' Compliance.</p> <p><b>VAT Disputes</b> We will represent the policyholder at appeals relating to VAT.</p>	<p>Tax avoidance schemes A single head revenue audit.</p> <p>Investigations by the Revenue Commissioners into alleged dishonesty or alleged criminal activities of the policyholder.</p>	<p><b>Page 14 WHAT IS NOT COVERED UNDER 7 TAX PROTECTION 2</b></p> <p><b>Page 14 WHAT IS NOT COVERED UNDER 7 TAX PROTECTION 2</b></p>
<p><b>STATUTORY LICENCE APPEAL</b></p> <p>We will appeal to the relevant statutory or regulatory authority, court or tribunal, following an event which results in the relevant licensing or regulatory authority suspending, altering, refusing to renew or cancelling your licence.</p>	<p>An original application or application for renewal of a statutory licence.</p>	<p><b>Page 11 WHAT IS NOT COVERED UNDER 3 STATUTORY LICENCE APPEAL 1</b></p>
<p><b>CONTRACT DISPUTES COVER</b></p> <p>We will pursue and defend a claim for the sale or purchase of goods and services.</p>	<p>The amount in dispute must be more than €300.</p> <p>Claims in the first 90 days of the policy start date are not covered if the contract was entered into before the start date of the policy.</p> <p>The first €600 unless the Small Claims Court procedure applies.</p>	<p><b>Page 11 WHAT IS COVERED UNDER 4 CONTRACT DISUPTES Provided that (a)</b></p> <p><b>Page 11 WHAT IS NOT COVERED UNDER 4 CONTRACT DISPUTES 1</b></p> <p><b>Page 11 WHAT IS NOT COVERED UNDER 4 CONTRACT DISPUTES 7</b></p>
<p><b>DEBT RECOVERY</b></p> <p>We will pursue claims including enforcement of judgment to recover money and interest due for the sale or provision of goods and services.</p>	<p>The amount in dispute must be more than €750 (excl VAT).</p> <p>Debts purchased from a third party.</p> <p>Claims in the first 90 days of the policy start date are not covered if the contract was entered into before the start date of the policy.</p>	<p><b>Page 12 WHAT IS COVERED UNDER 5 DEBT RECOVERY PROVIDED THAT (A)</b></p> <p><b>Page 12 WHAT IS NOT COVERED UNDER 5 DEBT RECOVERY 5</b></p> <p><b>Page 12 WHAT IS NOT COVERED UNDER 5 DEBT RECOVERY 1</b></p>

Features and benefits	Significant exclusions or limitations	Policy section
<p><b>TELEPHONE HELPLINES</b></p> <p><b>Commercial Legal Advice</b> 24 hour advice on commercial legal problems within the Republic of Ireland and the UK.</p> <p><b>Health &amp; Medical Information Service</b> Provides help and information on health and fitness.</p> <p><b>Counselling</b> Qualified counsellors provide support in dealing with worrying problems 24 hours 7 days a week.</p>	<p>Cannot be used to diagnose health problems.</p> <p>Any costs arising from the use of these referral services will not be paid by us.</p>	<p>Page 2 HELPLINE SERVICES</p> <p>Page 2 HELPLINE SERVICES</p> <p>Page 2 HELPLINE SERVICES</p>
<p><b>Employment Manual</b> Comprehensive, up to date guidance on rapidly changing employment law. To view, please visit our website at <a href="http://www.das.ie">www.das.ie</a>. From the Home Page click on the Employment Manual.</p>		Page 2 EMPLOYMENT MANUAL
<p><b>Countries Covered</b> Republic of Ireland for most insured incidents but cover for legal defence, bodily injury and accident loss recovery extends to EU member states.</p>		Page 4 THE MEANING OF WORDS IN THIS POLICY

## OPTIONAL EXTENSIONS OF COVER

### Extension to Employment Disputes and Financial Compensation Awards

#### Transfer of Undertakings Protection

We will defend your legal rights in a dispute arising from Protection of Employees on Transfer of Undertakings Regulations.

### Extension to Legal Defence

#### Disciplinary Hearings

We will defend any disciplinary case brought against you or your employees by the relevant governing authority.

Registered in England and Wales number 103274 | DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation 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.